

DATED

(1) THE FOOTBALL ASSOCIATION LIMITED

(2) [•]

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**CLUB LICENCE TO PARTICIPATE IN TIER 2 OF  
PROFESSIONAL WOMEN'S FOOTBALL**

**SEASON 2018/19 ONWARDS**

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**BETWEEN:**

- (1) **THE FOOTBALL ASSOCIATION LIMITED** (company number 77797) whose registered office is at Wembley Stadium, Wembley, London HA9 0WS (“**The FA**”); and
- (2) [●], a company incorporated in England and Wales (registered no. [●]), whose registered office is at [●] (the “**Club**”).

**INTRODUCTION:**

- (A) The FA is launching a new series of competitions for tier 2 of women’s football. Following an application process, the Club has been selected by The FA to participate in the League Competitions from Season 2018/19 onwards, subject to the terms and conditions set out in this Licence. The parties have agreed to enter into this Licence to set out the terms and conditions of the Club’s participation in the League Competitions.
- (B) The League Competitions are part of The FA’s strategy for women’s football which is to:
  - (i) double participation in the women’s and girls’ game;
  - (ii) double the fan base of the women’s and girls’ game; and
  - (iii) deliver consistent success in women’s football on the world stage.
- (C) The FA’s strategic objectives for the League Competitions, as may be amended from time to time in The FA’s sole discretion, (the “**League Objectives**”) are:
  - (i) to promote effective governance with rules and regulations which support the League Competitions, League Clubs and development of the League Players;
  - (ii) to provide a semi-professional performance environment which produces more and better League Players;
  - (iii) for League Clubs to own their own grounds or have priority access to a ground;
  - (iv) to double the number of spectators and fans of the women’s and girls’ game;
  - (v) to increase commercial partnerships and support League Clubs to become financially sustainable.
- (D) The FA’s vision for the League, as may be amended from time to time in The FA’s sole discretion, is to deliver an exciting domestic women’s football league that supports winning English national and club teams watched by capacity crowds in their own stadia (the “**League Vision**”).
- (E) The FA’s strategic goals for the League Competitions (in support of delivery of The

FA's strategy for women's football) as may be amended from time to time in The FA's sole discretion (the "**League Goals**"), are to:

- (i) deliver high quality competitive football in the second tier of the women's football pyramid and provide a part of the High Performance System and Player Development Pathway; and
- (ii) increase the profile and media exposure of women's football and attendances at Matches in order to attract increased commercial investment and support the development of sustainable professional women's clubs.

**THE PARTIES AGREE** as follows:

## 1 INTERPRETATION

1.1 In this Licence:

<b>AGM</b>	means the annual general meeting organised by The FA for the League Competitions prior to each Season;
<b>Ambush</b>	means any unauthorised activity (whether of a nature now known or hereafter invented) undertaken by the Club which may materially adversely affect the value of any rights that are or might be granted to any third party by The FA, and the term " <b>Ambushing</b> " shall be construed accordingly;
<b>Applicable Data Protection Law</b>	means: <ul style="list-style-type: none"><li>(a) the Data Protection Act 1998; or</li><li>(b) from 25 May 2018, the General Data Protection Regulation ((EU) 2016/679), and any applicable legislation that supersedes or replaces the General Data Protection Regulation in the United Kingdom;</li></ul>
<b>ATMMiF</b>	means Advanced Trauma Medical Management in Football;
<b>Bespoke Spending Arrangement</b>	means a funding arrangement agreed with The FA in accordance with paragraph 5 of Schedule 1 which permits the Club to spend FA Funding for a Season other than in accordance with the Default Spending Requirements;
<b>Board</b>	means The FA Women's Football Board;
<b>Broadcaster</b>	means any party to whom The FA may grant

Broadcasting Rights and/or The FA Group Undertakings for the purposes of any FA Branded Channels;

**Broadcasting and Media Guidelines**

means the document which may be published by The FA on a Season by Season basis which sets out:

(a) how certain Club Footage and Match Footage may be used by the Club; and

(b) any additional requirements relating to broadcasting and media for the League Competitions;

**Broadcasting Regulations**

means any regulations governing broadcasting of Matches contained in the Ground Regulations;

**Broadcasting Rights**

means any and all of the following rights: the sole and exclusive rights for persons to attend a Match for the purpose of making audio visual and/or audio recordings and/or visual only recordings thereof for the transmission, display and/or otherwise storing of coverage and/or reproduction of and distribution by any means and media whatsoever including by way of television, radio, video, DVD, CD Rom, mobile telephone or other mobile devices, on demand services, live streaming services and internet (in all forms now known or as may be developed in the future) in any part of the world in all languages and the exclusive right to transmit and/or exploit, whether on a live or delayed basis, display or distribute (or to authorise others to do so) such recording by any means and media whatsoever including by way of television, radio, video, DVD, CD Rom, mobile telephone or other mobile devices, apps, on demand services, live streaming services and internet (in all forms now known or as may be developed in the future);

**Broadcast Sponsorship**

means any form of broadcast sponsorship including sponsorship of the transmission of programmes, and promos and trailers therefor, and the on air identification of such person(s) by means of a full or partial screen animated or still sequence with an accompanying soundtrack which is transmitted immediately before and immediately after any commercial breaks inserted into any broadcast programme or a full screen animated or still

sequence which is transmitted immediately before and/or immediately after the opening and closing titles of any broadcast programme;

<b>Business Day</b>	means a day other than a Saturday or a Sunday or a public holiday in England and Wales;
<b>Catchment Area</b>	has the meaning given in paragraph 5 of Schedule 4;
<b>Club Brand Guidelines</b>	means the guidelines (if any) issued by the Club regarding use of its Club Marks by The FA and League Partners;
<b>Club Budget</b>	means a budget prepared by the Club in such format as is specified by The FA from time to time;
<b>Club Commercial Plan</b>	means a one year commercial plan prepared by the Club which includes how the Club will increase commercial revenue along with any other matters reasonably specified by The FA;
<b>Club Footage</b>	means footage of Matches filmed by the Club in accordance with paragraph 3.4 of Schedule 8;
<b>Club Income</b>	means any income generated by the Club other than FA Funding;
<b>Club Key Staff</b>	means the staff and personnel appointed by the Club pursuant to paragraph 7.2 of Schedule 4 and whose job descriptions are in Schedule 5;
<b>Club League Rights</b>	means the League Commercial Rights granted to the Club pursuant to this Licence and which are set out in paragraph 4.4 of Schedule 8;
<b>Club Marketing Plan</b>	means a one year marketing and communications plan prepared by the Club which:  (a) is consistent with the League Marketing Plan; and  (b) includes the matters reasonably specified by The FA;
<b>Club Marks</b>	means the logos, names and marks used by the Club (whether or not such logos, names and marks are registered or unregistered trademarks) which shall include those set out in Schedule 13 and any other logos, names and marks which the Club uses as part of its participation in the League Competitions;

<b>Club Meeting</b>	means a meeting to discuss matters and business relating to the League Competitions as The FA deems appropriate;
<b>Club Microsite</b>	means a Club microsite which forms part of the League Website;
<b>Club Player</b>	means any player registered to play for the Club in the League Competitions;
<b>Club Representative</b>	means the person appointed by the Club in accordance with clause 4.1;
<b>Club Rights</b>	means all Commercial Rights in connection with the Club, its Club Players and any Club team other than, for the avoidance of doubt, any League Commercial Rights;
<b>Club Sponsor</b>	means the parties set out in Schedule 12 (as such parties may be updated from time to time by the Club in accordance with paragraph 5.2 of Schedule 8);
<b>Club Staff</b>	means the individuals employed by or who provide consultancy services to the Club including, for the avoidance of doubt, Club Key Staff;
<b>Commercial Rights</b>	means any and all rights of a commercial nature including naming rights, sponsorship rights, merchandising rights, licensing rights, broadcasting rights, usage rights, rights of hire, ticketing and associated rights, promotional and marketing rights, advertising rights, data rights, database rights, and catering and hospitality rights;
<b>Competition Rules</b>	means any and all competition rules for any League Competition each Season, including any form of financial regulation contained therein and which shall be notified to the Club as the competition rules and which may be updated from time to time and shall be binding on all League Clubs;
<b>Competing Official League Partner</b>	means any Official League Partner who is a Competitor;
<b>Competitor</b>	means any entity, a principal or material part of whose business involves the sale or supply of products or services which compete with the principal or material products or services sold or supplied by a Club Sponsor, provided that this shall not include any

entity where the products or services of the business being advertised and promoted are not the products and services that so compete with the principal or material products or services sold or supplied by the Club Sponsor;

**Compliance and Development Report**

means the document in a form specified by The FA from time to time (including appendices) which the Club shall use to demonstrate its compliance with the Key Minimum Requirements and which is to be completed and submitted by the Club in accordance with clause 3;

**Confidential Information**

means all information disclosed by or on behalf of a party (in whatever medium including in written, oral, visual or electronic form and whether before or after the date of this Licence) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information;

**Contact Time**

means all forms of training sessions including pitch time, technical and tactical training sessions, gym sessions and Match preparation time but excluding time spent participating in a Match;

**Control**

means in relation to a body corporate, the power of a person to secure that its affairs are conducted in accordance with the wishes of that person:

- (a) by means of holding of shares or the possession of voting power in or in relation to that or any other body corporate; or
- (b) by virtue of any powers conferred by the articles of association or any other document regulating that or any other body corporate,

and “**Controlling**” and “**Controlled**” shall be construed accordingly. A “**Change of Control**” shall occur if a person who Controls any body corporate or undertaking ceases to do so, or if another person acquires Control of it;

**Current Official League Partner**

means the Official League Partners at the date of this Licence, which are listed in Schedule 11;

**Default Spending**

has the meaning given in paragraph 4.1.1 of

<b>Requirements</b>	Schedule 1;
<b>Effective Date</b>	means the date of the AGM immediately preceding the 2018/19 Season or 30 June 2018 (whichever is the earliest);
<b>England Players</b>	means female football players who are selected to represent England at any international level (senior and/or youth team), whether party to an FA Central Contract or not;
<b>FA Brand Guidelines</b>	means the brand guidelines issued by The FA from time to time;
<b>FA Branded Channels</b>	means TheFA.com, FATV and other FA branded channels, social media platforms, digital platforms and media players whether existing as at the date of this Licence or at any time during the Term, howsoever delivered;
<b>FA Central Contract</b>	means a central contract entered into between The FA and an England Player;
<b>FA Funding</b>	means the amount of funding to be paid to the Club by The FA each Season of the Term in accordance with Schedule 1;
<b>FA Funding Spending Requirements</b>	means for a Season: <ul style="list-style-type: none"> <li>(a) the Default Spending Requirements; or</li> <li>(b) where agreed with The FA, a Bespoke Spending Arrangement;</li> </ul>
<b>FA Partner Programme</b>	means the Commercial Rights owned by The FA in connection with the England national football teams, other women's football competitions, The Women's FA Cup, The FA Cup and certain other rights and opportunities that it and/or its Group Undertakings own and which are offered to third parties and marketed as the "The FA Partner Programme" (or such other name as specified by The FA from time to time);
<b>FA Regional Talent Club</b>	means a club licensed as such by The FA pursuant to the FA Girl's England Talent Pathway – Regional Talent Clubs Tier 1, 2 and 3 Regulations;
<b>FA Rights</b>	means:

- (a) all League Commercial Rights except Club League Rights; and
- (b) the Club Rights granted to The FA pursuant to this Licence;

**First Team Player**

means each Club Player in the first team squad for the League Competitions (the size of such squad to specified in the Competition Rules);

**Force Majeure Event**

means any act, event, omission, cause or circumstance whatsoever beyond the reasonable control of a party, including without limitation, the following:

- (a) acts of God and other events beyond human control, including flood, drought, earthquake, extreme adverse weather or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) collapse of buildings, fire, explosion or accident; and
- (e) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by staff of the party seeking to rely on this event, or a Group Undertaking of such party);

**Funding Adjustment**

means the right for The FA to reduce, withhold or require repayment of FA Funding in accordance with this Licence;

**Funding Adjustment Notice**

has the meaning given in paragraph 2.1 of Schedule 15;

**Funding Application**

means the Club's application for FA Funding (in the format required by The FA from time to time) which (unless specified otherwise by The FA) shall form part of each Compliance and Development Report;

**Ground Regulations**

means the following:

- (a) for participation in the League Competitions, The FA Women's Pyramid of Football Ground Grading, Grading Category B;
- (b) for participation in the Reserve/ Development Team Programme, the Ground Grading Minimum Requirements – Reserve/ Development Team Programme,

each as shall be notified to Club and as may be updated or renamed by The FA ahead of each Season during the Term. For the avoidance of doubt, this shall include any minimum pitch standard requirements set out therein;

**Group Undertaking** has the meaning set out in section 1161(5) of the Companies Act 2006 and every statutory modification or re-enactment in force from time to time;

**High Performance System** means the high-performance system developed by The FA to ensure England women's teams compete with distinction on the world stage at every age group;

**Home Ground** has the meaning set out in paragraph 1.1 of Schedule 3;

**Insolvency Policy** means the insolvency policy for, *inter alia*, the League Competitions as updated by The FA from time to time during the Term;

**Insolvent** has the meaning given in the Competition Rules;

**Intellectual Property Rights** means:

- (a) patents, trade marks, service marks, registered designs, applications and rights to apply for any of those rights, trade, business and company names, internet domain names and email addresses, unregistered trade marks and service marks, copyrights, database rights, rights in software, know-how, rights in designs and inventions;
- (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);
- (c) rights of the same or similar effect or nature

as or to those in paragraphs (a) and (b) which now or in the future may subsist; and

(d) the right to sue for past infringements of any of the foregoing rights;

<b>Interview Backdrop</b>	means an interview backdrop for use by the Club for all broadcast or flash interviews relating to the League Competitions;
<b>Key Minimum Requirements</b>	means the particular provisions of this Licence which The FA notifies to the Club as being key minimum requirements (as may be amended by The FA from time to time during the Term at The FA's sole discretion). The Key Minimum Requirements at the Effective Date are in Appendix 1;
<b>Lead League Partner</b>	means the one Official League Partner who has been designated a "Lead" partner by The FA (or such other designation specified by The FA);
<b>League</b>	means the league operated by The FA in accordance with the Competition Rules which shall be tier 2 of women's professional football in England;
<b>League Club</b>	means the Club and all Other Clubs;
<b>League Commercial Rights</b>	means all Commercial Rights and Intellectual Property Rights in or relating to the League Competitions;
<b>League Competitions</b>	means the competitions which the Club is required to participate in pursuant to the Competition Rules as a club in tier 2 of women's football in England (which may include the League and certain cup competitions);
<b>League Goals</b>	has the meaning given in recital (E);
<b>League Marketing Plan</b>	means the marketing and communication plan for the League Competitions, as updated by The FA from time to time during the Term;
<b>League Marks</b>	means any official logos, names and marks for any League Competition as The FA considers appropriate (including composite logos including the branding of any League Partners);
<b>League Objectives</b>	has the meaning given in recital (C);

<b>League Partner</b>	means each any Official League Partner, Broadcaster and Licensing Partner together with any commercial, educational, charitable or community institution or entity or any other third party appointed as a partner for a League Competition by The FA from time to time;
<b>League Player</b>	means any player registered to play for any club in the League Competitions, including any Club Player;
<b>League Vision</b>	has the meaning given in recital (D);
<b>League Website</b>	means the central website for the League Competitions as may be amended or replaced by The FA during the Term;
<b>Licence</b>	means this Club Licence, including all of its Schedules and Appendices;
<b>Licence Year</b>	means where applicable: <ul style="list-style-type: none"> <li>(a) the period from the Effective Date to the day before the start of the 2019/2020 Season; and</li> <li>(b) following the period in (a) above, each period between the start of one Season to the day before the start of the next Season during the Term;</li> </ul>
<b>Licensing Partner</b>	means any party to whom The FA grants any Licensing Rights from time to time;
<b>Licensing Rights</b>	means the right to design, manufacture and sell products or services and/or packaging thereof and/or promotional and advertising materials relating to such products or services bearing or otherwise depicting, <i>inter alia</i> , any of the League Marks and which are sold or distributed free of charge as official FA and/or League Competition licensed products;
<b>Matches</b>	means all matches played as part of the League Competitions, and any other matches stated to be “ <b>Matches</b> ” by The FA from time to time;
<b>Match Footage</b>	means audio visual, audio and/or visual only footage of Matches played by the Club during the Term;
<b>Material</b>	has the meaning given in paragraph 3.1 of Schedule 8;

<b>Minimum Contact Time</b>	means the minimum amount of Contact Time specified in paragraph 1.1 of Schedule 2;
<b>New Lead League Partner</b>	means any new Lead League Partner notified to the Club in accordance with paragraph 2.1.7 of Schedule 8;
<b>Official League Partner</b>	means a person who has been licensed certain Commercial Rights by The FA in relation to the League Competitions and who shall be designated an “Official League Partner” or such other designation specified by The FA from time to time;
<b>Other Clubs</b>	means the football clubs other than the Club which participate in the League Competitions;
<b>Partner Summary</b>	means a short summary of the key Commercial Rights granted to an Official League Partner in a form specified by The FA;
<b>Perimeter Board Plan</b>	means the perimeter board plan in Schedule 10 as may be updated by The FA from time to time;
<b>Personal Appearance</b>	means an appearance by a Club Player at promotional events, public relations exercises, or charitable or educational events where recording of audio and/or visual materials may be captured of the Club Player and may be incorporated and used in advertising and promotional materials including online, digital, television, radio and print advertisements for certain products and/or services and/or activities in accordance with the terms of this Licence;
<b>Player Development Pathway</b>	means the programme of various competitions, coaching and support for female football players aimed at producing elite English female players to compete on the world stage;
<b>Player Promotional Rights</b>	means the right to use or authorise others to use the name, image, likeness, photograph, signature, initials, voice, statements, biography and endorsement of each Club Player in their capacity as a player of the Club;
<b>Pre-Season</b>	means the period before a Season during which Club Players attend training sessions in preparation for the upcoming Season;

<b>Privacy Policy</b>	means, as applicable, the privacy policy of:  (a) The FA as may be updated by The FA from time to time; or  (b) the Club as may be updated by the Club from time to time subject to clause 18.5;
<b>Prohibited Material</b>	means any material that does not comply with applicable laws or regulations or industry codes, is offensive or indecent, depicts violence or is otherwise threatening or abusive, relates to any organisation whose principal business includes the sale of tobacco related products or pornographic material or which encourages, in whatever manner, behaviour which promotes disparaging views or behaviour relating to an individual's or groups' colour, race, nationality, ethnic or national origins, sex, sexual orientation, marital status, religion, age or disability;
<b>Promotional Event</b>	means an event at which one or more Club Players makes a Personal Appearance for or on behalf of The FA or League Partner;
<b>Promotional Rights</b>	means the right to promote and advertise the League Competitions or any particular Match in any and all media;
<b>Records</b>	has the meaning given in clause 6;
<b>Rectification Plan</b>	means a plan submitted by the Club to The FA that demonstrates a commitment, procedure and timetable for compliance with the Key Minimum Requirements which at the date of submission the Club is not complying with;
<b>Regulatory Authority</b>	means any body (including without limitation any government department or agency, or other authority in any part of the world) which has the responsibility of supervising and/or regulating sporting institutions generally or football generally, including both FIFA and UEFA;
<b>Requesting Party</b>	means the person specifying the date, time and nature of a Personal Appearance or Promotional Event in accordance with paragraph 2.6.4 of Schedule 8;
<b>Reserve/ Development</b>	means a women's football league and/or programme

<b>Team Programme</b>	for reserve teams as specified by The FA from time to time;
<b>Reserve/ Development Team</b>	means the team operated by the Club which is to participate in the Reserve/ Development Team Programme;
<b>Season</b>	means the period specified by The FA which shall be between the date in each football season on which the first fixture in a League Competition is played until the date on which the last fixture in a League Competition is played;
<b>Sell Off Period</b>	means a period commencing on the Termination Date and expiring 120 days after the Termination Date;
<b>Term</b>	means the period starting on the Effective Date and ending on the Termination Date;
<b>Termination Date</b>	means the date on which this Licence is terminated in accordance with the terms set out herein;
<b>The FA's Rules and Regulations</b>	means all of the rules and regulations of The FA as amended from time to time, including those set out in The FA Handbook for each Season;
<b>VAT</b>	means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar fiscal nature whether imposed in the United Kingdom (instead of or in addition to value added tax) or elsewhere; and
<b>Women's Pyramid Regulations</b>	means the FA's Regulations for the Establishment and Operation of the Women's Football Pyramid.

1.2 In this Licence, a reference to:

- 1.2.1 any statute, statutory provisions or subordinate legislation (i) shall be deemed to include any bye laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation; and (ii) shall be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time;
- 1.2.2 any agreement or document shall be deemed to be reference to that agreement (including a set of regulations) or document as amended from time to time in accordance with its terms;
- 1.2.3 a reference to person includes any individual, firm, company, corporation,

body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever incorporated or established);

- 1.2.4 a person includes a reference to that person's legal personal representatives, successors and permitted assigns;
  - 1.2.5 the masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa;
  - 1.2.6 a month means a calendar month;
  - 1.2.7 a time of day is a reference to the time in London, unless a contrary indication appears;
  - 1.2.8 any phrase introduced by the expressions including, include, in particular, such as, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms; and
  - 1.2.9 a clause, paragraph or schedule, unless the context otherwise requires, is a reference to a clause of or schedule to this Licence or a paragraph in a schedule.
- 1.3 The headings in this Licence do not affect its interpretation.
- 1.4 Whenever the terms of this Licence provide for the consent or approval of The FA to be given or obtained, unless otherwise stated, any such consents or approvals must be given in writing and The FA shall have an absolute discretion to grant or withhold such consent or approval.
- 1.5 Whenever the terms of this Licence provide for any matter, fact or thing to be determined, specified, nominated, stipulated or designated by The FA, then unless otherwise stated, The FA shall have absolute discretion to make such determination, specification, nomination, stipulation or designation.

## **2 CLUB LICENCE**

- 2.1 The FA hereby grants the Club a licence to participate in the League Competitions during the Term in accordance with this Licence and the Club agrees to comply with this Licence and participate in the League Competitions.
- 2.2 The grant of the licence to the Club by The FA pursuant to clause 2.1 shall be subject to the Club ensuring that, at all times throughout the Term, it shall (and shall, where applicable ensure that its Club Players shall):
  - 2.2.1 enter a team to participate in all Matches specified by The FA, such participation to be subject to and in accordance with the terms of the Competition Rules;

- 2.2.2 enter a Reserve/ Development Team to participate in the Reserve/ Development Team Programme in the format and on the dates and times specified by The FA;
- 2.2.3 comply with regulations specified by The FA for the Reserve/ Development Team Programme from time to time;
- 2.2.4 cooperate with The FA in its pursuit of achieving the League Vision, League Objectives and League Goals and endeavour to uphold the reasonable decisions of The FA made with the aim of achieving the League Vision, League Objectives and League Goals;
- 2.2.5 respect the integrity of the League Competitions;
- 2.2.6 unless otherwise approved by The FA, comply with the obligations, undertakings, warranties and representations made in any application documents it submits to The FA for entry to the League Competitions (and the Club hereby undertakes and represents that the information provided in such documents is true as at the date of this Licence);
- 2.2.7 unless otherwise approved by The FA, comply with the obligations, undertakings, warranties and representations made in each Compliance and Development Report (and the Club hereby undertakes and represents that the information provided in each such Compliance and Development Report is true as at date at which it is submitted);
- 2.2.8 comply with all reasonable requests of The FA in connection with this Licence and the League Competitions upon reasonable notice of such requests by The FA;
- 2.2.9 have in place adequate and appropriate levels of infrastructure, management and organisation, including financial and business management and commercial, marketing and community programmes which comply, at a minimum, with the terms of this Licence;
- 2.2.10 not do anything or cause anything to be done which may be prejudicial or defamatory to the League Competitions, The FA or the game of football, or may bring into disrepute the League Competitions, The FA or the game of football;
- 2.2.11 support The FA in its efforts to ensure competitive and financially strong and sustainable League Competitions;
- 2.2.12 provide The FA with all relevant information as soon as it becomes aware that it has or may fail to comply with any of the provisions of this Licence;
- 2.2.13 respect the terms and conditions of any FA Central Contracts to which its Club Players are party and to assist such Club Players in fulfilling their obligations under the FA Central Contracts;

- 2.2.14 procure that relevant Club Key Staff attend all meetings requested by The FA and that those staff meet the relevant Club Key Staff job specification in Schedule 5 and perform any relevant obligations set out in those specifications;
  - 2.2.15 procure that the Doctor attends all home Matches played by the Club;
  - 2.2.16 comply with Schedule 8 and ensure delivery of the rights to The FA as set out therein;
  - 2.2.17 only exploit and use the Club Rights in accordance with Schedule 8;
  - 2.2.18 deliver the Match day experiences in Schedule 14;
  - 2.2.19 ensure that the Club Players selected to participate in the League Competitions and each Match are the best players available for selection at that time; and
  - 2.2.20 in the event that it or any of its Group Undertakings receives an approach, whether written or oral, from any party with a view to the Club's participation in any football competition not sanctioned by The FA, UEFA, or FIFA, report such approach to The FA as soon as reasonably practicable.
- 2.3 The Club acknowledges that all restrictions on the acts of the Club as set out in this Licence shall apply to its Group Undertakings (whether now existing or existing in the future) to the extent that such Group Undertakings perform any of the obligations set out in this Licence in accordance with clause 20.2. The Club shall ensure that such Group Undertakings comply with all relevant provisions of this Licence in connection therewith as though they were party to this Licence.

### **3 KEY MINIMUM REQUIREMENTS**

- 3.1 Notwithstanding the Club's obligation to comply with all provisions of this Licence, each Season during the Term the Club shall complete and submit a Compliance and Development Report by a date specified by The FA.
- 3.2 In each Compliance and Development Report, the Club shall demonstrate, in the manner specified and to the satisfaction of The FA that, it complies with the Key Minimum Requirements.
- 3.3 The FA shall review each Compliance and Development Report submitted by the Club and shall determine whether the Club complies with the Key Minimum Requirements.
- 3.4 Where the Club demonstrates to the satisfaction of The FA that it complies with the Key Minimum Requirements, the Club shall have the right to participate in the League Competitions for the upcoming Season to which that Compliance and Development Report relates.

- 3.5 Where the Club fails to demonstrate to the satisfaction of The FA that it complies with the Key Minimum Requirements:
- 3.5.1 The FA shall notify the Club of the Key Minimum Requirements which the Club does not comply with; and
  - 3.5.2 the Club shall have a period of 7 days to submit a Rectification Plan to The FA.
- 3.6 A Rectification Plan should adequately demonstrate a coherent and viable commitment, procedure and timetable for compliance with the Key Minimum Requirements which the Club is not complying with at the date of submission of the Rectification Plan.
- 3.7 Where The FA is of the opinion that a Rectification Plan has satisfied the requirements in clause 3.6, the Club shall (subject to providing any updates on the implementation of, and compliance with, the Rectification Plan as required by The FA) have a right to participate in the League Competitions for the upcoming Season.
- 3.8 Where The FA is of the opinion that a Rectification Plan has not satisfied the requirements in clause 3.6, The FA may take any of the following actions:
- 3.8.1 carry out a Funding Adjustment in accordance with Schedule 15;
  - 3.8.2 where the failure to comply relates to a Key Minimum Requirement in the Ground Regulations, take the action specified in paragraph 1.4.2 of Schedule 3 where appropriate;
  - 3.8.3 waive the breach (and attach conditions thereto); or
  - 3.8.4 consider the Club in irremediable material breach of this Licence and serve notice to terminate or suspend this Licence in accordance with clause 16.
- 3.9 The FA shall use each Compliance and Development Report(s), the Key Minimum Requirements and any information disclosed to The FA pursuant to the Competition Rules to monitor the Club's continued compliance with the terms of this Licence.
- 3.10 If at any point in a Season following the submission of a Compliance and Development Report the Club reasonably believes that any part of that Compliance and Development Report is no longer accurate, the Club shall promptly inform The FA and provide The FA all information reasonably required in this regard. If, having reviewed this information, The FA is of the opinion that the Club no longer complies with the Key Minimum Requirements it may require the Club to submit a Rectification Plan in accordance with clause 3.5 above and the procedure in clauses 3.6 to 3.8 shall apply.
- 3.11 If the Club has failed to provide any required update on a Rectification Plan or if The FA considers that the Club has not acted in accordance with the terms of its Rectification Plan, The FA may take any action referred to in clause 3.8.

#### 4 CLUB REPRESENTATIVE AND PERIODIC REVIEWS

- 4.1 The Club will appoint the General Manager to act as the principal point of contact in relation to matters and disputes arising under this Licence during the Term (the “**Club Representative**”).
- 4.2 The Club will attend Pre-Season, mid-Season and end of Season meetings, as required by the Competition Rules or as otherwise required by The FA, as well as the AGM and/or any special or extraordinary general meeting called from time to time.
- 4.3 If requested by The FA, the parties will hold Club Meetings twice per Licence Year. Any such Club Meetings will be attended by the Club Representative and such other representatives of the Club as requested by The FA or as are appropriate to the matters due to be discussed at each Club Meeting, and the Club shall provide all information as is requested by The FA at such Club Meetings to allow The FA to monitor compliance with each Compliance and Development Report, the terms of the Licence and the Competition Rules and the Club’s use of the FA Funding.

#### 5 BUDGET AND FINANCIAL REPORTING

- 5.1 The Club shall deliver to The FA (in such form as The FA may from time to time stipulate):
- 5.1.1 full audited accounts each Season including an income and expenditure statement and balance sheet, certified by a duly qualified auditor, to be provided to The FA within 7 days of such certification;
- 5.1.2 full management accounts covering the period from the end of the audited accounts referred to in clause 5.1.1 to the date of submission of the Compliance and Development Report;
- 5.1.3 an up to date Club Budget forecasting income and expenditure for the Club for the four upcoming Seasons commencing following the date of submission. This Club Budget should also include:
- (a) anticipated dates for receipts of funds from Club Sponsors or other parties providing funds to the Club;
  - (b) a separate working budget for the Reserve/ Development Team;
  - (c) reasonable evidence of the Club’s financial performance against the Club Budget submitted by the Club for the previous Season; and
  - (d) any other information reasonably specified by The FA;
- 5.1.4 documentary evidence of relationships with Club Sponsors;
- 5.1.5 documentary evidence of Club Income from:
- (a) Club Sponsors along with commitments and two-year projections for any income generated therefrom;

- (b) sources other than Club Sponsors; and
- (c) third-party grants or funding, including details of value in kind funding (including from partner or host organisations, facility providers or professional men's clubs),

and in each case any conditions which exist in relation to such Club Income and compliance to date with such conditions (if any);

- 5.1.6 information in respect of any current debts of the Club, specific intentions or plans to reduce these debts, and any security granted to any party in relation to any debt; and
  - 5.1.7 any other information relating to the financial position of the Club as may be reasonably requested by The FA from time to time.
- 5.2 The information in clause 5.1 shall, unless specified otherwise above, be provided in each Compliance and Development Report.
- 5.3 The Club shall ensure that it shall, and shall use best endeavours to ensure that its Club Players shall, comply with the provisions of the Competition Rules regarding the supply of information to The FA or anybody acting on behalf of The FA, including in particular all information which is required to be supplied in accordance with any financial regulations which form part of the Competition Rules.

## 6 RECORDS AND AUDIT

- 6.1 The Club will maintain complete, accurate and up to date books of account and other records in accordance with generally accepted accounting principles in the United Kingdom relating to its use of FA Funding and its compliance with the terms of this Licence generally and shall retain the same together with all invoices, correspondence, records, accounts and computer data relating to the same during the Term and for a period of six years from the expiry of the Term or the prior termination of this Licence (the "**Records**").
- 6.2 The Club grants The FA and/or The FA's duly authorised representatives the right to:
- 6.2.1 audit and inspect the Records during reasonable business hours upon 5 days written notice to the Club during the Term and for a period of six years after the end of the Term to the extent necessary to enable The FA to verify the Club's compliance with its obligations under this Licence; and
  - 6.2.2 take copies of any Records.
- 6.3 In addition to clause 6.2, the Club grants The FA and/or The FA's duly authorised representatives the right to review and inspect the Club's commitment to promoting and enhancing the health and wellbeing of its Club Players, including in order to meet the requirements and/or recommendations of the English Institute of Sport from time to time, and shall co-operate with The FA for this purpose. The Club shall:

- 6.3.1 promptly provide any such information as is required by The FA and/or The FA's duly authorised representatives for this purpose; and
- 6.3.2 to the extent any such review or inspection requires, permit access to the Club's personnel and facilities during reasonable business hours upon 5 days written notice to the Club during the Term.
- 6.4 The Club agrees to provide The FA and/or its duly authorised representatives with all reasonable assistance in exercising The FA's right in clauses 6.2 and 6.3 which shall include the co-operation of any personnel in answering questions in relation to the Records.
- 6.5 The cost of any audit carried out pursuant to clauses 6.2 and 6.3 will be for The FA's account, provided that if any audit carried out pursuant to this clause reveals that the Club has failed to comply with terms of this Licence, the Club will promptly reimburse The FA for the reasonable costs of such audit, including but not limited to reasonable auditor's fees, travel and lodging expenses.

## **7 FA PROGRAMMES AND POLICIES**

- 7.1 The Club agrees to comply with all FA led initiatives, programmes and policies in place during the Term, including for example The FA Respect programme or any social media, equality and diversity policies, provided that the cost of complying with any such initiatives and programmes introduced after the date of this Licence is not unreasonable in the context of the benefit of that initiative or programme to The FA and the Club.
- 7.2 If the Club holds an FA licence to run an FA Regional Talent Club, the Club shall ensure that it adheres to all criteria and obligations in connection therewith at all times.
- 7.3 If the Club runs an affiliated youth or mini soccer section, all teams in this section must participate in the FA Girl's England Talent Pathway (or such other pathway as specified by The FA). No such team may play any unsanctioned or unaffiliated football programme whatsoever.

## **8 OPERATION OF THE LEAGUE**

- 8.1 The FA shall own all rights to the League Competitions and shall be responsible for operating the League Competitions as it shall determine in accordance with the Competition Rules.
- 8.2 Unless The FA specifies otherwise, all matters concerning this Licence and the operation of the League Competitions shall be managed by The FA through the Board.
- 8.3 The FA may delegate authority for matters concerning the League Competitions along with any rights under this Licence to such bodies or persons as it sees fit and the Club acknowledges and accepts the authority of such bodies or persons.

## 9 REVENUE AND FUNDING

- 9.1 All revenue generated from the FA Rights shall be retained by and for the benefit of The FA.
- 9.2 All revenue generated by the Club from the Club Rights and Club League Rights shall be retained by and for the benefit of the Club.
- 9.3 Schedule 1 sets out the provisions regarding payment of FA Funding and the FA Funding Spending Requirements.
- 9.4 The Club shall ensure that it has sufficient funding in place to participate in the League and comply with its obligations under this Licence.
- 9.5 The Club acknowledges that it shall be responsible for all costs and expenses of participating in the League Competitions, playing any Matches and complying with the terms of this Licence, the Competition Rules, The FA Rules and Regulations as well as any applicable rules and regulations of FIFA and/or UEFA.

## 10 WARRANTIES

- 10.1 Each party represents and warrants to the other that:
  - 10.1.1 it is not aware of any matters which might or will adversely affect its ability to perform its obligations under this Licence; and
  - 10.1.2 the execution of this Licence by it and the performance by it of its obligations and duties hereunder, do not violate the terms of any agreement to which it is a party, or by which it is otherwise bound.
- 10.2 The Club represents and warrants to The FA that:
  - 10.2.1 it will comply with, and will use best endeavours to ensure that its Club Players comply with, the terms of this Licence and the reasonable instructions of The FA in relation to the League Competitions in full at all times;
  - 10.2.2 it will comply with, and will use best endeavours to ensure that its Club Players comply with, the Competition Rules, The FA's Rules and Regulations, any medical regulations produced by The FA relating to the League Competitions and any applicable rules or regulations of UEFA and FIFA in full at all times; and
  - 10.2.3 it has all licenses, authorisations, consents, approvals and permits required by applicable law in order to perform its obligations under this Licence and will continue to do so for the term of this Licence.

## 11 INSURANCE

The Club agrees that it will comply with any reasonable requirements of The FA from time to time in connection with insurance of the Club, its Club Players and its Club

Staff and officials.

## 12 **LIABILITY**

- 12.1 Except as set out in this Licence, all conditions, warranties and representations, expressed or implied by (i) statute, (ii) common law or (iii) otherwise, in relation to this Licence are excluded.
- 12.2 Subject to clause 12.5, neither party shall be liable under any circumstances to the other under or in connection with this Licence, whether for negligence, breach of contract, misrepresentation or otherwise, for any indirect or consequential loss or damage suffered by the other (including indirect or consequential loss of profit, goodwill, business opportunity or anticipated savings suffered) however so arising.
- 12.3 The Club acknowledges that amongst the loss or damage that may be caused to The FA by a breach of this Licence, The FA may suffer direct loss or damage relating to the inability to fulfil agreements with its League Partners (including the repayment or loss of future payment of rights fees thereunder) and such loss shall be recoverable by The FA where it results from a breach.
- 12.4 Subject to clause 12.5, the aggregate liability of The FA to the Club whether in contract or tort (including negligence and negligent misstatement) or for misrepresentation, breach of statutory duty or otherwise with respect to any and all claims arising under or in connection with this Licence shall be limited to an amount not exceeding the FA Funding paid to the Club in the Season in which the most recent event (or first of a series of events) which gave rise to a claim occurred.
- 12.5 Notwithstanding any other clause of this Licence, nothing in this Licence will operate to exclude or restrict either party's liability for:
- 12.5.1 death or personal injury resulting from negligence;
  - 12.5.2 fraud or fraudulent misrepresentation;
  - 12.5.3 wilful default; or
  - 12.5.4 any other liability that cannot be excluded by law.
- 12.6 The invalidity, illegality or unenforceability of a provision of this clause does not affect or impair the continuation in force of the remainder of this clause 12.

## 13 **CONFIDENTIALITY**

- 13.1 Each party shall use the Confidential Information of the other party disclosed to it (by whoever disclosed) only for the proper performance of its duties under the Licence and shall not without the disclosing party's written consent disclose or permit the disclosure of the Confidential Information except in confidence for the proper performance of its duties under this Licence to those of its employees, officers and professional advisers who need to have access to it.
- 13.2 Each party shall take all reasonable precautions (and at least as great as those it

takes to safeguard its own confidential information) to safeguard every part of the Confidential Information.

- 13.3 The provisions of clause 13.1 shall not apply to Confidential Information that:
- 13.3.1 the receiving party can prove was known to the receiving party or in its possession before that information was acquired from, or from some person on behalf of, the disclosing party;
  - 13.3.2 is in or enters the public domain through no wrongful default of the receiving party or any person on its behalf, provided that this clause 13.3.2 shall only apply from the date that the relevant Confidential Information enters the public domain;
  - 13.3.3 the receiving party receives from a third party without similar obligations of confidence in circumstances where the third party did not obtain that information as a result of a breach of an obligation of confidence;
  - 13.3.4 is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure;
- 13.4 The FA may disclose any Confidential Information:
- 13.4.1 where it is required to or may be disclosed in accordance with the Competition Rules, The FA's Rules and Regulations or any Regulatory Authority rules or regulations or in relation to The FA fulfilling its regulatory obligations generally;
  - 13.4.2 where it has been anonymised and is used by The FA to consult on and/or review this Licence or the Competition Rules; or
  - 13.4.3 to its employees, officers and professional advisers where The FA considers it necessary and the disclosure relates to the regulation of women's football generally.
- 13.5 Notwithstanding the provisions of clause 13.1, The FA shall in its sole discretion have the power to publish in the public press, on a website or in any other manner considered appropriate any information disclosed to The FA pursuant to clause 5 (including any analysis of such information with information provided by other League Clubs) provided that the name of any Club Player, Club Sponsor, any debt provider or any person providing funding to the Club are not identifiable.

## 14 ANNOUNCEMENTS

- 14.1 The Club shall not at any time make any public announcement or issue any public statement regarding the conclusion of, the terms of or the subject matter of this Licence, without the prior written approval of The FA.
- 14.2 The FA may make a public announcement or issue any public statement regarding

the conclusion of, the terms of or the subject matter of this Licence and other reasonable announcements about the League Competitions and Matches, without the prior consent of the Club.

## 15 **TERM**

This Licence shall come into force on the Effective Date and shall continue on an ongoing basis, until terminated pursuant to clause 16.

## 16 **FUNDING ADJUSTMENT AND TERMINATION**

### 16.1 **Funding Adjustment**

The parties agree that The FA shall have the right to carry out a Funding Adjustment in accordance with Schedule 15. This is without prejudice to The FA's other rights and remedies to which it may be entitled under this Licence or at law.

### 16.2 **Termination**

Without prejudice to any other rights or remedies of The FA (including under clause 16.1) The FA may terminate this Licence with immediate effect by written notice to the Club on or at any time after the occurrence of any of the following events:

16.2.1 the Club being in material breach (whether or not a repudiatory breach) of any provision of this Licence which is either incapable of remedy or, if the breach is capable of remedy, the breach has not been remedied within 30 days (or such longer period as may be agreed in writing by The FA on a case by case basis) starting on the day after receipt of notice from The FA requiring the Club to remedy the breach;

16.2.2 the Club repeatedly breaches any of the terms of this Licence in such a manner as reasonably demonstrates conduct which is inconsistent with an intention or ability to give effect to the terms of this Licence;

16.2.3 the Club being in breach (whether or not a repudiatory breach) of any obligation to spend the FA Funding in accordance with the FA Funding Spending Requirements and, if the breach is capable of remedy, failing to remedy the breach within 14 days (or such longer period as may be agreed in writing by The FA on a case by case basis) starting on the day after receipt of notice from The FA requiring the Club to remedy the breach;

16.2.4 the Club being in material breach (whether or not a repudiatory breach) of any of the Competition Rules, The FA's Rules and Regulations or any applicable FIFA or UEFA rules or regulations and, if the breach is capable of remedy, failing to remedy the breach within 14 days (or such longer period as may be agreed in writing by The FA on a case by case basis) starting on the day after receipt of notice from The FA requiring the Club to remedy the breach;

16.2.5 the Club repeatedly breaches any of the Competition Rules, The FA's

Rules and Regulations or any applicable FIFA or UEFA rules or regulations (whether or not it is capable of remedy) in such a manner as reasonably demonstrates conduct which is inconsistent with an intention or ability to give effect to them;

- 16.2.6 the Club or a Group Undertaking of a Club becomes Insolvent. This is in addition to The FA's rights under the Competition Rules and pursuant to the Insolvency Policy;
- 16.2.7 a Regulatory Authority directs, instructs or gives guidance that The FA should terminate all or part of this Licence and/or continuation of this Licence would cause The FA or any other FA Group Undertaking to be in breach of any laws or regulatory requirements or guidance to which it is subject;
- 16.2.8 there is a Change of Control of the Club which has not been approved in advance in writing by The FA;
- 16.2.9 the Club being eligible for promotion from the League in accordance with the Competition Rules; or
- 16.2.10 the Club being eligible for relegation from the League in accordance with the Competition Rules.

Termination pursuant to this clause shall not entitle the Club to receive any compensation in respect of the termination of this Licence.

- 16.3 The Club may terminate this Licence on 90 days written notice to The FA if The FA is in material breach of an obligation under this Licence and fails to remedy the breach within 90 days starting on the day after receipt of notice from the Club requiring The FA to remedy the breach.
- 16.4 Either party may terminate this Licence with effect from the end of a Season by giving written notice to the other during a seven day period commencing the day following the final Match of the preceding Season. For the avoidance of doubt: (i) any such notice of termination served by either party outside of this seven day period shall be void; and (ii) The FA and the Club shall be obliged to operate and participate in the League Competitions respectively for the Season following the notice.

#### 16.5 **Suspension**

Without prejudice to any other rights or remedies of The FA, The FA may suspend this Licence for a reasonable period as determined by The FA in its absolute discretion by serving notice to the Club on or at any time after the occurrence of any of the events noted in clause 16.2 or as otherwise specified in this Licence. In these circumstances the Club shall remain bound by all terms of this Licence for the period of the suspension except that:

- 16.5.1 the licence granted to the Club in clause 2.1, and all associated rights of the Club (including its right to participate in the League Competitions and

any rights to exploit any League Commercial Rights as granted herein), shall cease for the period of the suspension; and

16.5.2 the Club shall have no further right to be paid any instalment of the FA Funding or other funding from The FA in connection with the Licence or participation in the League Competitions for the period of the suspension.

## **17 CONSEQUENCES OF TERMINATION**

17.1 Expiry or termination of this Licence does not affect a party's accrued rights and obligations at the date of expiry or termination.

17.2 Each party's further rights and obligations will cease immediately on expiry or termination except that clauses 1, 6.1, 6.2, 12, 13, 14, 16, 17, and 22 to 26 inclusive, paragraph 1.2 of Schedule 6, and paragraphs 1.1 and 3.5 of Schedule 8, together with those clauses the survival of which is necessary for the proper interpretation or enforcement of this Licence, will survive expiry or termination of this Licence and will continue in full force and effect.

17.3 Upon expiry or prior termination of this Licence:

17.3.1 the licence granted to the Club in clause 2.1, and all associated rights of the Club (including its right to participate in the League Competitions and any rights to exploit any League Commercial Rights as granted herein), shall forthwith terminate;

17.3.2 the Club shall have no further right to be paid any instalment of the FA Funding or other funding from The FA in connection with the Licence or to participate in the League Competitions;

17.3.3 the Club shall cease to hold itself out as being connected with the League Competitions in any way or use or exploit its previous connection with the League Competitions whether directly or indirectly;

17.3.4 the Club will promptly return to The FA all of the property (including Confidential Information) of The FA within its possession; and

17.3.5 the Club may participate in a competition:

(a) higher in the women's football pyramid provided that such participation is in accordance with the Competition Rules and the Women's Pyramid Regulations and where this Licence is terminated pursuant to 16.2.9; or

(b) lower in the women's football pyramid provided that such participation is in accordance with the Competition Rules and the Women's Pyramid Regulations.

## **18 DATA PROTECTION**

18.1 To the extent applicable, each party agrees that it shall, in relation to personal data

processed in connection with this Licence, process such personal data in accordance with Applicable Data Protection Laws.

18.2 The Club acknowledges and agrees that with respect to any personal data provided by the Club to The FA pursuant to this Licence:

18.2.1 The FA will act as a controller in relation to such personal data; and

18.2.2 The FA will process such personal data in accordance with its Privacy Policy.

18.3 The Club warrants and undertakes that, in acting in its capacity as a controller or as a processor, it will only transfer personal data to The FA:

18.3.1 where such personal data has been collected and processed in accordance with Applicable Data Protection Laws and the Privacy Policy, including, if applicable:

(a) by giving notice to any data subject whose personal data may be transferred to The FA of such transfer; and

(b) when disclosing sensitive personal data to The FA (including medical data) that it has obtained the express consent to do so from the relevant Club Player to which the data relates; and

18.3.2 where it has used reasonable efforts to determine that The FA is able to satisfy its obligations under Applicable Data Protection Laws with respect to such personal data.

18.4 The Club will notify The FA immediately if it receives any notice of non-compliance with, or a request for information (including from a data subject) under Applicable Data Protection Law, where such notice or request relates to this Licence and shall promptly co-operate with The FA to enable The FA to comply with its obligations (as applicable) to respond to such notice or request.

18.5 In its capacity as a controller, the Club shall maintain a Privacy Policy in accordance with Applicable Data Protection Laws during the Term and make such Privacy Policy available to applicable data subjects. The Club shall provide its Privacy Policy to The FA as part of its Compliance and Development Report, and shall notify The FA of any changes it makes to it during the Term.

18.6 In this clause the terms “controller”, “processor”, “data subject”, “personal data”, and “processing” shall have the same meanings as set out in Applicable Data Protection Laws, and “process” shall be construed accordingly.

## 19 **FORCE MAJEURE**

19.1 Should either party be interrupted or prevented from performing its obligations under this Licence by a Force Majeure Event, the party so affected shall:

19.1.1 immediately communicate to the non-affected party the nature of the Force

Majeure Event and the consequent probable delay to the affected party's performance of its obligations;

- 19.1.2 continue to keep the non-affected party informed in writing on a regular basis of any developments in relation to the Force Majeure Event;
  - 19.1.3 where possible, use its best endeavours to bring the Force Majeure Event to an end and to mitigate the effects of the Force Majeure Event; and
  - 19.1.4 resume execution of its obligations under this Licence as soon as practicable following the Force Majeure Event.
- 19.2 Such delay or non-performance shall not constitute a breach of this Licence and the time for performance shall be extended by a period equivalent to that during which performance is so prevented, provided that if such delay or failure persists for 90 days or more, the party not affected may, at its option and if in its opinion it is reasonable for it to do so, terminate this Licence by giving 14 days written notice of such termination to the other party.
- 19.3 In addition to the above, if a Force Majeure Event affecting The FA, the League Competitions or one or more League Clubs continues for more than 90 days commencing on the day the Force Majeure Event starts, The FA may end the League Competitions. In such an event, The FA may terminate this Licence by giving not less than 14 days' notice to the Club.

## **20 ASSIGNMENT, SUBCONTRACTING AND PERFORMANCE BY GROUP UNDERTAKINGS**

- 20.1 The Club acknowledges that it is entering into this Licence for its own benefit and not for the benefit of any other person.
- 20.2 The Club shall be entitled to procure that any obligation of the Club set out in this Licence is fulfilled on behalf of the Club by any of its Group Undertakings, provided that the Club shall remain primarily liable at all times for the performance of all of its obligations pursuant to this Licence.
- 20.3 Subject to clause 20.2, the Club may not assign, transfer, sub-licence, sub-contract or create any trust in respect of, or purport to assign, transfer, sub-licence, sub-contract or create any trust in respect of, a right or obligation under this Licence without having first obtained The FA's written consent.
- 20.4 The FA shall be free to sub-licence or sub-contract any of its rights or obligations under this Licence to a third party, provided that The FA shall remain primarily liable for compliance with the terms of this Licence by such party.
- 20.5 The FA may at any time assign any of its rights and benefits under this Licence to any of its Group Undertakings.

## **21 ENTIRE AGREEMENT**

- 21.1 This Licence:
- 21.1.1 constitutes the entire agreement between the parties with respect to the subject matter of this Licence; and
  - 21.1.2 supersedes and extinguishes any prior drafts, agreements, undertakings, understandings, promises or conditions, whether oral or written, express or implied between the parties relating to such subject matter.
- 21.2 Each party acknowledges to the other that it has not been induced to enter into this Licence by, nor has it relied upon, any representation, promise, assurance, warranty or undertaking (whether in writing or not) by or on behalf of the other party or any other person save for those contained in this Licence. Accordingly, each of the parties acknowledges and agrees that the only remedy available to it in respect of the subject matter of this Licence shall be for breach of contract under the terms of this Licence and it shall have no right of action against any other party in respect of any such representation, promise, assurance, warranty or undertaking.
- 21.3 This clause shall not exclude any liability which a party would otherwise have to the others or any right which any of them may have to rescind this Licence in respect of any statements made fraudulently by the other prior to the execution of this Licence or any rights which any of them may have in respect of fraudulent concealment by the other.

## 22 **GENERAL**

- 22.1 A variation of this Licence is valid only if it is in writing and signed by The FA and the Club.
- 22.2 A failure to exercise or delay in exercising a right or remedy provided by this Licence or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Licence or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 22.3 The rights and remedies contained in this Licence are cumulative and not exclusive of rights or remedies provided by law.
- 22.4 A person who is not a party to this Licence has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.
- 22.5 Each party will, to the extent that it is reasonably able to do so, execute all documents and do all acts and things reasonably required by the other to give effect to the terms of this Licence.
- 22.6 Except where this Licence provides otherwise, each party shall pay its own costs relating to the, preparation, execution and implementation by it of this Licence and of each document referred to in it.
- 22.7 If any provision of this Licence shall be found by any court or administrative body of

competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Licence and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

22.8 No provision of this Licence creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.

## 23 **GOVERNING LAW**

This Licence and all matters arising from or connected with it are governed by English law.

## 24 **DISPUTE RESOLUTION AND JURISDICTION**

The parties agree that any dispute arising out of or connected with this Licence, including a dispute regarding the existence, validity or termination of this Licence or the consequences of its nullity, shall be referred to arbitration in accordance with the provisions of The FA's Rules and Regulations.

## 25 **CONFLICT**

25.1 If there is any conflict or inconsistency between the terms of The FA's Rules and Regulations, this Licence or the Competition Rules they shall be resolved in the following order of priority:

25.1.1 first The FA's Rules and Regulations;

25.1.2 second, the Competition Rules; and

25.1.3 lastly, this Licence.

## 26 **NOTICES**

26.1 A notice under or in connection with this Licence (a "**Notice**"):

26.1.1 must be in writing;

26.1.2 must be in the English language; and

26.1.3 must be delivered in one of the following ways:

(a) personally;

(b) sent by first class post, pre-paid recorded delivery or air mail if overseas;

(c) by email,

to the party due to receive the Notice at its address specified in clause 26.2 or to any other address or person, specified by the receiving party in writing no less than 7 days' prior to the Notice being despatched.

26.2 Address for notice,

26.2.1 in the case of The FA:

Address: Wembley Stadium, Wembley, London HA9 0WS

Email: [Katie.Brazier@thefa.com](mailto:Katie.Brazier@thefa.com) with a copy to [FAWSL@thefa.com](mailto:FAWSL@thefa.com)

Marked for the attention of: Head of Women's Leagues and Competitions

26.2.2 in the case of the Club:

Address: [●]

Fax: [●]

Email: [●]

Marked for the attention of: [●]

26.2.3 A Notice is deemed given:

- (a) if delivered personally, when left at the address referred to in clause 26.2;
- (b) if sent by post, except air mail, two Business Days after posting it;
- (c) if sent by air mail, six Business Days after posting it; and
- (d) if sent by email before 5 pm on a Business Day, on that day otherwise on the next Business Day.

26.3 Where any consent or approval is required to be requested or given by either party pursuant to this Licence, such consent or approval must be requested, granted and/or withheld in writing and sent in accordance with the above provisions.

This Licence has been entered into by the parties on the date appearing first on page one.

SIGNED for and on behalf of **THE** )  
**FOOTBALL ASSOCIATION LIMITED** )  
by )  
)

SIGNED for and on behalf of [insert name of )

Club]

)

by

)

## **SCHEDULE 1 FA FUNDING**

### **1 LEVEL OF FA FUNDING**

- 1.1 The maximum amount of FA Funding the Club can request in a Funding Application shall be determined by The FA on a Season by Season basis and, subject to paragraph 1.2 below, notified to the Club at each AGM prior to the relevant Season for which the Funding Application relates.
- 1.2 The FA confirms that for the 2018/2019 Season, the maximum amount of FA Funding shall be £61,500.

### **2 FUNDING APPLICATION**

- 2.1 If the Club wishes to obtain FA Funding for a Season, the Club shall submit a Funding Application to The FA which (unless specified otherwise by The FA) shall form part of each Compliance and Development Report.
- 2.2 The FA shall review the Club's Funding Application on a Season by Season basis and shall allocate to the Club an amount of FA Funding for the upcoming Season. The level of this allocation shall be based on:
  - 2.2.1 the Club's ability to demonstrate in its Funding Application that FA Funding is to be used to assist the Club with the performance of its obligations under this Licence; and
  - 2.2.2 any other factors The FA considers reasonable including the need to promote the League Goals, League Objectives and League Vision.
- 2.3 The FA may (in its absolute discretion) invite the Club to a meeting to discuss its Funding Application.
- 2.4 In the event that the Club submits its Funding Application after the deadline set by The FA, The FA (acting in its sole discretion) may determine not to accept the Club's Funding Application, in which case the Club shall have no entitlement to any FA Funding for that Season. Should The FA decide (in its sole discretion) to accept the late Funding Application, The FA shall be entitled to pro-rata the Club's FA Funding from the date on which The FA decides to accept the late application until the end of the relevant Season.

### **3 PAYMENT OF FUNDING**

- 3.1 Subject to paragraph 3.3 below and any right of The FA to deduct, reduce or withhold FA Funding under this Licence (including pursuant to Schedule 15) the FA Funding for the relevant Season shall be payable by The FA in the following instalments:
  - 3.1.1 50% of the FA Funding on 1 October each Season; and
  - 3.1.2 50% of the FA Funding on 1 February each Season,

subject in each case to The FA receiving an invoice in accordance with paragraph 3.2 below.

- 3.2 The Club shall submit an invoice to The FA for each instalment of FA Funding and payment shall be made by The FA at the end of the month following the month in which the invoice was submitted by the Club. If the Club is registered for VAT the Club shall be responsible for issuing a VAT invoice for and accounting to HMRC for any applicable VAT as required by law.
- 3.3 Payment of the FA Funding shall at all times be conditional on ongoing compliance by the Club with this Licence.
- 3.4 All instalments of the FA Funding paid to the Club shall be paid by The FA to the Club gross of any tax and shall be deemed to include any applicable VAT. The Club shall be fully responsible for any VAT payments or other tax related payments or liabilities in relation to the FA Funding.
- 3.5 The FA may at any time set off any liability which is due and payable by the Club to The FA against any liability which is due and payable by The FA to the Club under the Licence. Any exercise by The FA of its rights under this paragraph shall not limit or affect any other rights or remedies available to it under the Licence or otherwise.
- 3.6 Subject to the right of The FA to carry out a Funding Adjustment and paragraph 3.5 of this Schedule 1, all amounts due under this Licence shall be paid gross, free and clear of any rights of counterclaim or set-off and without any deduction or withholding, unless the deduction or withholding is required by law.

#### 4 **SPENDING REQUIREMENTS**

- 4.1 Each Season the Club shall either spend:
  - 4.1.1 a specified amount of the FA Funding on the items specified by The FA which are the default spending requirements applicable to all League Clubs (the “**Default Spending Requirements**”); or
  - 4.1.2 the FA Funding in accordance with a Bespoke Spending Arrangement agreed for that Season.
- 4.2 The Default Spending Requirements shall be notified to the Club by The FA when it notifies them of the maximum FA Funding for a Season.
- 4.3 The Default Spending Requirements disclosed by The FA shall refer to the maximum amount of FA Funding which can be allocated to the Club for a Season and each relevant amount stated therein shall be prorated downwards where the Club is not allocated the maximum amount of FA Funding.
- 4.4 The FA confirms that for the 2018/2019 Season the Default Spending Requirements are as set out in Appendix 2.
- 4.5 The Club shall on request by The FA, demonstrate to the satisfaction of The FA that it

is spending FA Funding in accordance with the FA Funding Spending Requirements.

## **5 BESPOKE SPENDING ARRANGEMENTS**

5.1 Should the Club want to agree a Bespoke Spending Arrangement then the Club shall provide to The FA in its Funding Application with:

5.1.1 information to the satisfaction of The FA on the purpose and nature of the alternative spending; and

5.1.2 any evidence requested by The FA on the Club's ability to comply with any provision of this Licence which would be affected by the alternative spending.

5.2 The FA shall consider the request and notify the Club of its decision in a reasonable time period.

## **SCHEDULE 2 PLAYER CONTACT TIME**

### **1 PLAYER CONTACT TIME**

- 1.1 The Club shall ensure that each First Team Player receives an amount of Contact Time appropriate for a semi-professional footballer which at a minimum shall include (during both Pre-Season and the Season) Contact Time of at least 8 hours per week (the “**Minimum Contact Time**”).
- 1.2 The specific nature and form of the Minimum Contact Time may be determined by the Club except that the Club undertakes that:
- 1.2.1 all pitch based Minimum Contact Time shall:
- (a) include goalkeeper coaching provided by the Goalkeeping Coach;
  - (b) include outfield player coaching provided by a FA Level 4 (UEFA A) coach (or such other qualification as specified by The FA);
  - (c) be attended by the Physiotherapist or Sports Therapist;
- 1.2.2 daily strength and conditioning training will be delivered for all First Team Players; and
- 1.2.3 the Doctor will be available for consultation during the Minimum Contact Time.
- 1.3 On request, the Club shall demonstrate to The FA that all First Team Players are paid statutory minimum wage for all Contact Time they participate in.

### **2 COMPLIANCE WITH MINIMUM CONTACT TIME**

- 2.1 In order to monitor compliance with the Club’s Minimum Contact Time obligations under this Licence, The FA may appoint a representative to attend the Club’s training ground at a time and date when the Club should be delivering Minimum Contact Time.
- 2.2 The Club shall not be informed of such time and date but the Club undertakes to grant access to, and cooperate with, The FA’s representative in such circumstances.

**SCHEDULE 3  
FACILITIES AND GROUNDS**

**1 FACILITIES**

1.1 The Club shall play its home Matches at the following stadium[s]:

1.1.1 [●](the “**Primary Home Ground**”); and

1.1.2 [●](the “**Secondary Home Ground**”);]

or such other stadiums as agreed with The FA (each a “**Home Ground**”). The Primary Home Ground shall be the first choice Home Ground and the Club shall only use the Secondary Home Ground for any Match played by the Club when it has notified The FA in advance.

1.2 The Club shall ensure that each Home Ground complies fully with the requirements set out in the Ground Regulations throughout the Term.

1.3 The Club shall provide evidence of compliance with paragraph 1.2 of this Schedule 3 on request by The FA from time to time, and shall allow The FA (and third parties approved by The FA) access to the Primary Home Ground (and if they are to be used, the Secondary Home Ground or any other Home Ground) on reasonable prior notice to ensure such compliance.

1.4 Without prejudice to The FA’s other rights and remedies under this Licence and at law, if at any time the Home Ground(s) fails to comply with any provision of the Ground Regulations:

1.4.1 the Club agrees to use its best endeavours to work with The FA to ensure that such provisions are met as soon as possible and to pay all costs associated with meeting such requirements; and

1.4.2 The FA may require the Club to play its home games at a different ground which does meet the provisions of the Ground Regulations for the period of any such non-compliance (with the Club to meet the costs associated thereof) and the provisions of paragraph 1.5 of this Schedule 3 shall apply.

1.5 If the Club plays any Match at any ground other than the Primary Home Ground at any time during the Season for any reason (including, for the avoidance of doubt, any game played at the Secondary Home Ground), the Club shall be fully responsible for all costs of playing the Match at such alternative ground, including ensuring that the ground complies with all of the terms of this Licence for the staging of any Match.

1.6 The Club shall ensure that at all times during the Term it has a minimum of:

1.6.1 two full Seasons’ security of tenure for its Primary Home Ground;

1.6.2 a usage agreement for the Primary Home Ground which provides for:

(a) availability each week during the Season for one weekday fixture

and one weekend fixture; and

- (b) the Primary Home Ground to be available for at least 21 Matches (or such number of fixtures as may be notified by The FA); and

1.6.3 one year security of tenure for its training ground and a usage agreement which provides for the training ground to be used by the Club at a level which allows the Club to provide the Minimum Contact Time,

and the Club shall provide The FA with a copy of the relevant agreement(s) or other documentation evidencing this in each Compliance and Development Report.

1.7 The FA reserves the right to amend the Ground Regulations from time to time, provided that the Club shall not be considered to be in breach of this Licence if:

1.7.1 it fails to comply with any such amendment to the Ground Regulations because such compliance would require the Club to breach the terms of any agreement(s) or other documentation notified to The FA pursuant to paragraph 1.6 of this Schedule 3 prior to such amendment; and

1.7.2 the Club has used reasonable endeavours to negotiate amendments to the agreements and/or documentation referred to in the paragraph above so that they comply with the amended Ground Regulations.

1.8 The Club acknowledges that The FA shall be free to require the Club to play certain of its home Matches at a stadium other than the Home Grounds for broadcasting purposes (including as a result of any need to use floodlights of a certain specification for any evening game to be broadcast) or otherwise for the benefit of the League Competitions (for example for football festivals where the Clubs play games at a single venue, or similar). The FA agrees that it shall consult with the Club and take into account any impact that such a requirement would have on the Club's costs, commercial revenue, sponsorship relationships and attendance before making such a requirement of the Club.

1.9 The Club shall provide The FA with, or shall procure the provision to The FA of, a comprehensive and fully costed year round pitch maintenance plan containing details of remedial works and pitch improvement plans which are designed to ensure that the Primary Home Ground is maintained in the best-possible condition (the "**Maintenance Plan**"), for approval by The FA in each Compliance and Development Report preceding each Season, and shall ensure that such Maintenance Plan is fully implemented. If the Club shares its Primary Home Ground, it should demonstrate in the Maintenance Plan the percentage of Matches that the Club is playing and how its maintenance costs are attributed to that percentage of Matches.

1.10 The FA shall arrange, at its cost, for the Institute of Groundsmanship (the "**IOG**") or such other pitch specialists as it may select from time to time to inspect the Primary Home Ground annually and to advise the Clubs on its Maintenance Plan with the aim of ensuring that the Primary Home Ground is maintained in the best possible condition. The Club shall work with The FA and the IOG (or such other third party), to

implement any recommendations made within a reasonable time of the recommendation being made. The Club shall comply with the same requirements in respect of the Secondary Home Ground if requested by The FA. The Club shall attend and participate in any IOG or other facility workshop and training required by The FA at any time during the Term.

- 1.11 The Club shall allow or procure access to its Home Ground(s) to The FA, any Broadcaster and any other third party as nominated by The FA where reasonably necessary for ground inspection purposes and provided reasonable notice is given to the Club.
- 1.12 The Club shall cooperate with any Broadcaster in relation to access to any facilities at Matches played at the Home Ground(s) for broadcasting purposes. The FA shall use reasonable endeavours to give the Club at least four weeks' notice of any live broadcast of any home Match played by the Club. The Club shall then use all reasonable endeavours to secure the Home Ground to be used for the relevant Match and agree the optimum kick off time requested by the Broadcaster. The Club shall work with the Broadcaster and The FA (and shall procure that the owner of the Home Ground shall do the same) to achieve the League Vision, League Objectives and League Goals in connection with any live broadcast and the Club shall (and shall procure that the Home Ground to be used for the relevant Match shall) use all reasonable endeavours to meet any specific and reasonable Broadcaster or FA requirements in connection therewith. The Club shall (and shall procure that a representative of the owner of the Home Ground to be used for the relevant Match shall) attend any requested meetings with the Broadcaster and The FA in connection therewith.
- 1.13 Where the Club agrees, the Club shall permit The FA to install an internet protocol camera at its Home Ground in order to provide access to the software services operated by HUDL UK Limited for Match coding.
- 1.14 The Club training ground shall, as minimum, have:
  - 1.14.1 a 3G pitch;
  - 1.14.2 floodlighting;
  - 1.14.3 a gym; and
  - 1.14.4 medical facilities.

**SCHEDULE 4**  
**CLUB STRUCTURE AND CLUB STAFF**

**1 CLUB STAFF AND LEADERSHIP**

1.1 In each Compliance and Development Report, the Club shall identify its personnel and leadership structure by:

1.1.1 submitting a contact list which includes all Club Staff, coaches, Club Players, and volunteers who provide regular services to the Club. This should identify all individuals by name, including full-time and part-time employees, the number of hours that they are contracted to work and any key volunteers; and

1.1.2 identifying new roles which it aims to fill if the Club expands.

**2 CORPORATE GOVERNANCE**

2.1 The Club warrants that on the Effective Date and throughout the Term:

2.1.1 it has and shall have its own bank account; and

2.1.2 it is properly constituted as a separate legal entity capable of entering into commitments of a legal and binding nature. The Club will provide to The FA copies of its certificate of incorporation and articles of association along with any other information reasonably requested by The FA for such purposes.

2.2 In the Compliance and Development Report, the Club shall:

2.2.1 identify each person who:

(a) holds and/or has possession of the legal or beneficial interest in at least:

(i) 10% of the nominal value of the share capital in the Club; or

(ii) 50% of the nominal value of the share capital in any Group Undertaking of the Club, or

(b) has the ability to exercise the voting rights applicable to any shares or other securities in:

(i) the Club which confer in aggregate 10% or more of the total voting rights exercisable in respect of the shares or any class of shares in Club; or

(ii) any Group Undertaking of the Club which confer in aggregate 50% or more of the total voting rights exercisable in respect of the shares or any class of shares in that Group Undertaking; and

- 2.2.2 provide an organisational structure chart which shows the information in paragraph 2.2.1; and
  - 2.2.3 identify all directors (and senior officers) in the Club
  - 2.2.4 identify any changes to the information in paragraphs 2.2.1 to 2.2.2 in the previous three years.
- 2.3 In addition to the Club's obligation to submit the information in the Compliance and Development Report, the Club shall within 7 days of a change in information in paragraphs 2.2.1 to 2.2.2 of this Schedule 4, notify The FA of such changes.

### **3 CLUB POLICIES**

- 3.1 The Club shall have in place the following policies:
- 3.1.1 Anti-doping;
  - 3.1.2 Equality and diversity;
  - 3.1.3 Equal opportunities;
  - 3.1.4 Health and safety and crowd safety;
  - 3.1.5 Risk management;
  - 3.1.6 Social media;
  - 3.1.7 Maternity and paternity policy (which shall include provisions on shared parental leave);
  - 3.1.8 Safeguarding (in accordance with paragraph 4 below);
  - 3.1.9 Recruitment (in accordance with paragraph 10 below); and
  - 3.1.10 Club Privacy Policy in accordance with Applicable Data Protection Laws.
- 3.2 The above policies shall:
- 3.2.1 be compliant with all applicable laws and The FA Rules and Regulations; and
  - 3.2.2 relate specifically and only to the Club.
- 3.3 The Club shall ensure that each of its Club Players is made aware of and understands these policies.
- 3.4 The Club shall also review the Insolvency Policy and the Club hereby acknowledges The FA's rights set out therein.

### **4 SAFEGUARDING**

- 4.1 During the Term of the Licence, the Club warrants and represents that it shall:

- 4.1.1 comply with The FA's Safeguarding Children Policy and Regulations (as amended by The FA from time to time) including for the avoidance of doubt, in relation to all Club recruitment; and
  - 4.1.2 appoint the Designated Safeguarding Officer in line with FA affiliation requirements and make all staff aware of their safeguarding responsibilities under The FA's Safeguarding Children Policy and Regulations.
- 4.2 The Clubs shall ensure that all Club Staff, Club Players and parents and carers of Club Players are made aware of the identity of the Designated Safeguarding Officer and how to contact them.

## 5 **CATCHMENT AREA**

- 5.1 The Club shall identify an area around its Primary Home Ground from where it reasonably considers that it will attract spectators and new Club Players from (the "**Catchment Area**").
- 5.2 The Club shall provide evidence to The FA to justify how its Catchment Area has been identified which shall include:
- 5.2.1 population size of Catchment Area;
  - 5.2.2 geographical size of Catchment Area;
  - 5.2.3 extent of transport links (major roads, railway lines, airports);
  - 5.2.4 current FA Women's Premier League clubs in the Catchment Area;
  - 5.2.5 evidence of players being recruited from a FA Regional Talent Club within the Catchment Area; and
  - 5.2.6 current national players (senior, U23, U19, U17) playing within the Catchment Area.

## 6 **REGIONAL PARTNERSHIPS**

- 6.1 At all times throughout the Term the Club shall:
- 6.1.1 have a written agreement in place with its Club Community Organisation in its Catchment Area which records how the Club and Club Community Organisation will work in partnership to develop and promote the women's game (at both junior and senior level) in their local community. The Club shall ensure that such agreement contains a provision which allows it to be shared with The FA, Premier League and/or English Football League Trust if requested;
  - 6.1.2 hold an FA licence to run an FA Regional Talent Club (and use reasonable endeavours to ensure this FA Regional Talent Club is at least tier 1 in accordance with the FA Girl's England Talent Pathway – Regional Talent Clubs Tier 1, 2 and 3 Regulations) or have in place a player development

pathway which has been approved by The FA;

- 6.1.3 have an agreement in place with (and provide The FA with evidence in of such):
- (a) the Club's County FA; and
  - (b) with at least one further education and at least one higher education establishment.

## 7 MINIMUM STAFFING REQUIREMENTS

- 7.1 The Club shall at all times during the Term ensure that it has appropriate staff appointed for the proper running of the Club.
- 7.2 The Club shall appoint individuals to each Club Key Staff role referred to in Schedule 5. The Club warrants and undertakes that all such individuals shall:
- 7.2.1 have appropriate professional skills, qualifications and experience (in accordance with recognised industry standards and as a minimum as specified in Schedule 5);
  - 7.2.2 be appointed to work for at least the time period (such as full time, part time or a work time equivalent) specified in Schedule 5 (subject to paragraph **Error! Reference source not found.** below);
  - 7.2.3 perform the obligations specified in Schedule 5 as applicable; and
  - 7.2.4 where a minimum salary is stated in a job specification in Schedule 5, be paid such minimum salary.
- 7.3 The Club shall also employ an individual or appoint an external third party to provide accountancy services to the Club who as a minimum must have one of the of the six Consultative Committee of Accountancy Body recognised qualifications (or such other qualification as specified by The FA).
- 7.4 In each Compliance and Development Report the Club shall disclose the contracted hours worked per week for Club Key Staff.
- 7.5 The job titles set out in Schedule 5 are considered defined terms for the purposes of this Licence. However, the titles are indicative only. Clubs must appoint the necessary staff members to complete the relevant roles but may opt to use a reasonable, different job title.
- 7.6 Subject to paragraph 7.7 below, where a job specification in Schedule 5 states that a role shall be full time, the individual appointed to this role may not be appointed to any other role at the Club except where:
- 7.6.1 the Club Key Staff role will be undertaken by two or more persons who together could be consider to be working full time; and

- 7.6.2 the persons in paragraph 7.6.1 above are able to perform the obligations set out in the relevant job specification in Schedule 5.
- 7.7 Paragraph 7.6 above shall not apply to the role of Head Coach as this role must be undertaken by one individual only.
- 7.8 On request by the Club, The FA shall provide reasonable assistance to the Club in relation to the recruitment of Club Key Staff.
- 7.9 The Club agrees that it will use reasonable efforts to ensure that appropriate Club Staff or other members of its support team attend FA led training sessions, as requested by The FA on reasonable notice, and shall allow FA employees, officers and representatives to visit the Club as The FA considers, acting reasonably, is appropriate for training and educational purposes.
- 7.10 In addition to the positions set out above the Club acknowledges that it shall sign up to and deliver The FA's 'Female Coach Scholarship Scheme' and provide, at its cost, at least one full time placement opportunity to one scholar participating in the scheme during the Term who shall be provided with the experience and opportunities outlined in the Female Coach Scholarship Scheme.
- 7.11 All Club Staff must have passed an enhanced Disclosure and Barring Service check.
- 7.12 All Club Staff who undertake on pitch activities as part of their role should have undertaken safeguarding and first aid training.
- 7.13 The Club shall ensure that all Club Players have access to dental care, podiatry and other specialists and allied professionals as required by the Doctor.

## **8 STAFF REPORTING OBLIGATIONS**

- 8.1 The Club shall provide The FA with reasonable evidence of its compliance with its obligations to employ the Club Key Staff in each Compliance and Development Report. Such evidence shall be in the form of copies of job specifications, current employment contracts, curriculum vitae and evidence of payments made for the relevant personnel (redacted to the extent necessary to comply with Applicable Data Protection Laws and confidentiality obligations, provided that despite such redaction they evidence compliance with the relevant obligations) or in such other form as The FA reasonably considers provides sufficient evidence of compliance.
- 8.2 The Club shall further inform The FA promptly upon any such individual leaving his/her position and provide details of any individual replacing that person, providing evidence of compliance with the requirements of this Licence in relation to such individual within 5 days of any such change.

## **9 INDUCTIONS**

- 9.1 The Club shall ensure that inductions are delivered to all new Club Staff and that reviews are carried out with Club Staff at the end of their probation period.

9.2 The Club shall ensure that annual induction programmes with multi-disciplinary input are delivered to all Club Players.

## 10 **STAFF RECRUITMENT**

10.1 The Club shall have in place a recruitment policy for all Club Staff which includes:

10.1.1 recruitment timescales to ensure all Club Staff vacancies are filled;

10.1.2 a range of recruitment channels; and

10.1.3 a succession plan for recruitment of all Club Staff roles.

## 11 **REVIEW AND DEVELOPMENT**

11.1 All Club Staff shall have a:

11.1.1 personal development plan;

11.1.2 minimum of three staff performance reviews per Licence Year; and

11.1.3 programme of training and CPD opportunities.

## 12 **TRANSITION**

The FA shall ensure that it provides transitional support for all Club Players leaving the Club and/or retiring from football.

**SCHEDULE 5  
JOB SPECIFICATIONS**

**Part 1: GENERAL MANAGER**

<b>Job Title:</b>	<b>General Manager</b>
<b>Job Purpose:</b>	
<p>The purpose of this role is to manage all aspects of the Club, including its personnel, budgets, commercial development and professional day-to-day management. The post holder will also manage relationships and services provided to the Club by key partners e.g. men's football clubs/education partners. The direct reports of this role include: Club secretaries, Marketing Officers and Designated Safeguarding Officers.</p> <p>This is a full time role.</p>	
<b>Minimum Salary</b>	£35,000 per year
<b>Key Accountabilities:</b>	
<ul style="list-style-type: none"> <li>• To act as The FA's primary contact for all League Competition business and meetings, in particular: commercial, finance, broadcast, facility and fixture related issues.</li> <li>• Development of relationships with key funding partners to ensure club sustainability: working with other members of the Club senior management team and directors to achieve this against the Club's Commercial Plan.</li> <li>• Attendance at all meetings for League Competitions arranged by The FA.</li> <li>• Responsibility for fixture planning and subsequent management (through Club secretary if relevant) to deliver against the Club's plan for fixtures and events, marketing, and match-day promotion.</li> <li>• Management of all staff relationships to ensure effective recruitment, day-to-day management and delivery of all work plans to agreed targets, in particular marketing/match day promotion and attendance requirements.</li> <li>• Supporting the coaching and senior management team on player recruitment, contracting, registration and associated salary management (through the Club secretary if relevant).</li> <li>• Management and monitoring of the financial regulation scheme in place for the League Competitions.</li> <li>• Day-to-day Club budget management.</li> <li>• Management of relationship with facility provider against annual availability, usage and Maintenance Plan.</li> <li>• Responsibility for meeting Licence requirements, and to ensure Club adheres to The FA's Rules and Regulations and the Competition Rules.</li> <li>• Writing and submitting the annual Compliance and Development Report.</li> <li>• Reporting against the FA Funding and presenting evidence required to release funding: including annual reporting, through Club accountant and finance office and such other reports as requested by The FA.</li> <li>• To develop and deliver a strategy and vision for women's football at the Club.</li> <li>• Ensuring the Club adheres to The FA standards for safeguarding children.</li> <li>• Attend a minimum of three CPD events organised by The FA per Season.</li> <li>• Required to sign up to and participate in The FA leadership development programme.</li> <li>• Maintain positive relations with key England international staff (Head Coach/Director of Elite Development/relevant age group coaches, performance support staff).</li> </ul>	
<b>WHAT IS NEEDED TO CARRY OUT THE ROLE?</b>	
<b>Person Specification (Key Skills And Experience Required): Essential</b>	<b>Person Specification (Key Skills And Experience Required): Desirable</b>

<ul style="list-style-type: none"> <li>• Degree or equivalent;</li> <li>• Experience in a general business/ management role and ideally within a sports club/ development environment;</li> <li>• Experience of writing and delivering strategy;</li> <li>• Experience of commercial/business management, ideally within a semi-professional sports related environment;</li> <li>• Excellent communication skills with the ability to build meaningful, strong strategic relationships with Club staff;</li> <li>• Aware of diversity and equality challenges in football;</li> <li>• Empathy and commitment to the long term development of the game;</li> <li>• Track record of consistent high performance in a professional environment;</li> <li>• Strong existing relationships within the women's football pyramid in England;</li> <li>• Strong IT and project management skills;</li> <li>• Ability to work flexibly, including weekends and independent travel.</li> </ul>	<ul style="list-style-type: none"> <li>• Passion to develop the women's game.</li> </ul>
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## Part 2: MARKETING OFFICER

<b>Job Title:</b>	<b>Marketing Officer</b>	
<b>Job Purpose:</b>		
<p>The Marketing Officer role focuses on the promotion of the Club in League Competitions and The Women's FA Cup. The overall objectives are to increase attendances and engage fans with an exciting and memorable match day experience. An organised candidate with a can-do attitude is required, who is also passionate about football and is committed to helping develop the Club's presence in the community.</p> <p>This is a part time role which in these circumstances only means 10 hours per week.</p>		
<b>Key Accountabilities:</b>		
<p>The successful candidate will be responsible for creating and implementing the Club Marketing Plan and other marketing plans with the objectives of increasing attendances at home matches, creating fun and appealing match-day experiences and delivering fan engagement content and initiatives which support the development of a long-term loyal fan base for the Club.</p> <p>Responsibilities will include:</p> <ul style="list-style-type: none"> <li>• Introducing fan-based programmes, events and initiatives to appeal to supporters of all ages and encourage their attendance at matches.</li> <li>• Creating marketing plans which specifically target girls who play football aiming to grow attendance of this audience as well as considering new target audiences within the Club's local community.</li> <li>• Deliver social engagement activity and in-game match coverage across relevant League Competition social channels including Twitter, Facebook and Instagram.</li> <li>• Working collaboratively with the County FA to engage with local clubs and plan and deliver pre-match events for local girls' clubs e.g. tournaments/ coaching sessions etc.</li> <li>• Implementing FA national marketing campaigns at a local level to increase awareness and attendance at home Matches as well as supporting FA campaigns for the national teams.</li> <li>• Support The FA national marketing team to deliver joint objectives and attend bi-monthly marketing meetings (held at different venues across the country) arranged by The FA or its nominee.</li> <li>• Overseeing Personal Appearances to drive awareness of the Club locally and nationally.</li> <li>• Responsible for creating and implementing exciting and engaging match-day experiences for fans.</li> <li>• Conducting research with fans to understand insights and motivations for attending games. Use of these insights to further drive supporters of the Club with marketing activity.</li> <li>• Applications for FA Funding relating to marketing and delivery of relevant initiatives to enable the Club to carry out innovative and successful marketing campaigns.</li> <li>• Attending all home Matches for the Club (on evenings and weekends) in order to oversee the match-day experiences for fans and gauge fan reaction.</li> <li>• Ensuring website is kept up-to-date with relevant content.</li> </ul>		
<b>WHAT IS NEEDED TO CARRY OUT THE ROLE?</b>		
<b>Person Specification (Key Skills And Experience Required): Essential</b>	<b>Person Specification (Key Skills And Experience Required): Desirable</b>	
<ul style="list-style-type: none"> <li>• Demonstrate marketing experience and/or marketing qualification.</li> <li>• Experience of creating social engagement content.</li> </ul>	<ul style="list-style-type: none"> <li>• An interest in women's football and enthusiastic about developing women's football at this exciting time.</li> <li>• Knowledge of developing video content</li> </ul>	

<ul style="list-style-type: none"><li>• Open to travel and working weekends and week-nights (mainly to attend football matches).</li><li>• Capable of working effectively within strict deadlines and a fast paced environment.</li><li>• Able to work on own initiative.</li><li>• Confident communicator.</li></ul>	<p>for social channels.</p> <ul style="list-style-type: none"><li>• Knowledge of email marketing practices.</li><li>• Knowledge of using a website CMS.</li></ul>
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### Part 3: HEAD COACH

<b>Job Title:</b>	Head Coach		
<b>Job Purpose:</b>			
To create a culture that maximises the talent of each Club Player in all aspects of the four corner model to maximise the quality of team performance and ensure that Licence criteria are being met.			
This role is full time.			
<b>Key Accountabilities:</b>			
<ul style="list-style-type: none"> <li>• To build a successful winning first team.</li> <li>• To attend all training sessions and Matches played by the Club.</li> <li>• Implementing a training programme in line with LTPD guidelines</li> <li>• Supporting the aims and objectives of the England international development pathway from youth teams to senior team.</li> <li>• Ensure high standards of coaching delivery across the first team and Reserve/ Development Team taking into account current elite good practice.</li> <li>• Developing and overseeing a continuous professional development programme, to include a comprehensive mentoring strategy, for coaches and support staff involved within the Club.</li> <li>• Ensuring the Club adheres to The FA standards for safeguarding children.</li> <li>• Formal monitoring and evaluation of Club Player and coach performance of the Club.</li> <li>• To develop a strong relationship with a Regional Talent Club.</li> <li>• Representing the Club at relevant League Competition meetings.</li> <li>• To ensure that the Club adheres to The FA Rules and Regulations and Competition Rules.</li> <li>• To ensure that the Club adheres to Respect guidelines.</li> <li>• Maintain positive relations and regular contact with key England International staff (Head Coach/Director of Elite Development/relevant age group coaches and Player Performance staff).</li> </ul>			
<b>WHAT IS NEEDED TO CARRY OUT THE ROLE?</b>			
<b>Person Specification (Key Skills And Experience Required): Essential</b>	<b>Person Specification (Key Skills And Experience Required): Desirable</b>		
<ul style="list-style-type: none"> <li>• UEFA A Licence holder.</li> <li>• FA Licensed Coach (Member of the Licensed Coaches Club to cover safeguarding and first aid).</li> </ul>	<ul style="list-style-type: none"> <li>• Understanding and empathy with education and learning with a strong commitment to personal development and training.</li> <li>• Coach mentoring experience.</li> </ul>		

<ul style="list-style-type: none"><li>• Empathy with young players with an ability to inspire.</li><li>• Excellent communication skills with the ability to build meaningful, strong strategic relationships with Club staff.</li><li>• Experience of and enthusiasm for coaching and mentoring elite young and senior players and/or coaches.</li><li>• Understanding of learning, development and high performance with a proven ability to create optimum learning environments for players.</li><li>• Aware of diversity and equality challenges in football.</li><li>• Empathy and commitment to the long term development of the game.</li><li>• Track record of consistent high performance in a professional environment.</li><li>• Strong existing relationships within the Women's pyramid in England.</li><li>• Willingness to work weekends.</li><li>• Ability to travel independently.</li></ul>	
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#### Part 4: ASSISTANT COACH

<b>Job Title:</b>	<b>Assistant Coach</b>
<b>Key Accountabilities</b>	
<ul style="list-style-type: none"><li>• To be present at all pitch based training sessions and Matches played by the Club.</li><li>• This is a part time role.</li></ul>	
<b>WHAT IS NEEDED TO CARRY OUT THE ROLE?</b>	
<b>Person Specification (Key Skills And Experience Required): Essential</b>	
<ul style="list-style-type: none"><li>• UEFA B Licence holder.</li></ul>	

## Part 5: PHYSIOTHERAPIST OR SPORTS THERAPIST

<b>Job Title:</b>	<b>Physiotherapist or Sports Therapist</b>
<b>Job Purpose:</b>	
To provide physiotherapy/ sports therapy services to the Club Players.	
<b>Key Accountabilities:</b>	
<ul style="list-style-type: none"> <li>• Be in attendance at all training sessions and Matches played by the Club throughout the Season and Pre-Season.</li> <li>• Be responsible for the day to day delivery of high level injury prevention, injury rehabilitation and pitch side first aid /emergency care including the systems and infrastructure required to ensure that these processes are supported, documented and reviewed appropriately, in collaboration with the rest of the Club medical staff. Thus, unless there is a high commitment from other medical team members it is likely that this post would be at least a 0.8 work time equivalent role.</li> </ul>	
<b>WHAT IS NEEDED TO CARRY OUT THE ROLE?</b>	
<b>Person Specification (Key Skills And Experience Required): Essential</b>	
<p>For a Sports Therapist: a graduate sports therapist who is a current member of SOST or BASRAT</p> <p>For a Physiotherapist: a registered member of the Health Care Professions Council (HCPC)</p> <p>Both a Sports Therapist and Physiotherapist should have an up to date Advanced Emergency Aid qualification which should be the FA ATMMiF course and should have adequate indemnity insurance.</p>	

## Part 6: DOCTOR

<b>Job Title:</b>	<b>Doctor</b>
<b>Job Purpose:</b>	
Provide medical services to the Club Players.	
<b>Key Accountabilities:</b>	
<ul style="list-style-type: none"> <li>• Be in attendance at all home Matches played by the Club throughout the Season and Pre-Season and be available for consultation between Matches, ideally on a minimum of a 0.2 work time equivalent role to oversee and advise on medical issues such as cardiac screening, injury and illness prevention, treatment and audit, emergency pitchside support, and the management of relevant primary care issues in collaboration with the Club Players' normal GP.</li> </ul>	
<b>WHAT IS NEEDED TO CARRY OUT THE ROLE?</b>	
<b>Person Specification (Key Skills And Experience Required): Essential</b>	
<ul style="list-style-type: none"> <li>• Be fully registered and licensed to practice medicine by the GMC.</li> <li>• Have a Diploma in Sport and Exercise Medicine or an equivalent or higher postgraduate qualification in sports medicine as advised by The FA on a case by case basis.</li> <li>• Have an up to date Advanced Emergency Aid qualification (this should be The FA ATMMiF course); and</li> <li>• Have appropriate medical indemnity insurance to treat/advise Club Players.</li> </ul>	

## Part 7: STRENGTH AND CONDITIONING COACH

<b>Job Title:</b>	<b>Strength and Conditioning Coach</b>
<b>Job Purpose:</b>	
To provide strength and conditioning coaching to Club Players.  This is a full time role.	
<b>WHAT IS NEEDED TO CARRY OUT THE ROLE?</b>	
<b>Person Specification (Key Skills And Experience Required): Essential</b>	
<ul style="list-style-type: none"><li>• Degree level (or equivalent) in sports science or related area, specialising in physical preparation of elite athletes.</li><li>• UKSCA Accredited Strength &amp; Conditioning Coach (or international equivalent or BASES High Performance Sport Accreditation (or international equivalent) or FA Fitness Trainers Award (or international equivalent, or an ability to attain these within 6 months).</li><li>• 1-3 years' experience in the provision of strength and conditioning services, including coaching athletes and coaches to improve performance.</li><li>• IFAS or equivalent.</li></ul>	

## Part 8: GOALKEEPING COACH

<b>Job Title:</b>	<b>Goalkeeping coach</b>
<b>Key Accountabilities:</b>	
To be present at all pitch based training session and Matches played by the Club.	
<b>WHAT IS NEEDED TO CARRY OUT THE ROLE?</b>	
<b>Person Specification (Key Skills And Experience Required): Essential</b>	
FA Goalkeeping Level 2 (but working towards FA Goalkeeping Coach B licence, to be achieved by Jan 2019).	

## Part 9: SAFEGUARDING OFFICER

<b>Job Title:</b>	<b>Designated Safeguarding Officer</b>
<b>Job Purpose:</b>	
<p>Working with the Club's Women's Board of Directors, the Designated Safeguarding Officer ("DSO") is responsible for providing leadership, management and implementation of the Club's safeguarding strategy, policy and procedures. This role should ensure a collaborative approach across the Club to the promotion of safeguards and the protection of children and young people and adults at risk both on and off line.</p> <p>The DSO shall work for a minimum of one day per week (minimum 5 hours).</p>	
<b>Key Accountabilities:</b>	
<ul style="list-style-type: none"> <li>• Pro-actively promoting and raising safeguarding awareness.</li> <li>• Being the Club's lead source of safeguarding support, advice and expertise*.</li> <li>• The implementation, promotion and review of the Club's safeguarding policies, procedures and best practice guidelines.</li> <li>• Provide regular reports to the Club's Women's Board of Directors.</li> <li>• Work closely with senior management to develop and implement safer recruitment and induction practices across the Club.</li> <li>• Giving direction and guidance to staff in respect of safeguarding concerns, allegations and the Club's whistleblowing policy.</li> <li>• Work in partnership and maintain effective relationships with statutory and football authorities, sharing information where appropriate to safeguard.</li> <li>• Maintain accurate, confidential and up to date records on all safeguarding concerns and allegations in line with Applicable Data Protection Laws.</li> <li>• Attending regular safeguarding training and maintaining an up to date knowledge of relevant legislation, regulations and best practice.</li> <li>• Ensure staff/volunteers understand their individual responsibilities to safeguard and promote the welfare of vulnerable groups and respond appropriately to safeguarding concerns.</li> <li>• Ensuring staff engage with regular safeguarding education to ensure they develop and maintain the necessary skills and knowledge to safeguard in their role.</li> </ul>	
<p><i>*Unless there is an appointed Head of Safeguarding with senior oversight within the broader Club structure</i></p>	

<b>WHAT IS NEEDED TO CARRY OUT THE ROLE?</b>	
<b>Person Specification (Key Skills And Experience Required): Essential</b>	<b>Person Specification (Key Skills And Experience Required): Desirable</b>
<ul style="list-style-type: none"> <li>• A professional background in child related work.</li> <li>• Comprehensive understanding of Local Authority statutory bodies.</li> <li>• Proven experience and/or understanding of case management processes.</li> <li>• Comprehensive understanding of safeguarding legislation.</li> <li>• Proven experience of the sports sector and volunteer culture.</li> <li>• Ability to gain 'buy-in' across the Club at all levels for safeguarding policies and strategies.</li> <li>• Self-motivated and capable of independent and interdependent work.</li> <li>• Excellent communication skills with the ability to build meaningful, strong relationships with staff, players and parents/carers.</li> <li>• A knowledge and appreciation of education and training principles.</li> <li>• Ability to work flexibly, including weekends and independent travel.</li> <li>• Competence in basic IT systems e.g. word, excel and social media.</li> <li>• Proven experience of handling confidential data sensitively and in keeping with Applicable Data Protection Laws.</li> </ul>	<ul style="list-style-type: none"> <li>• Professional qualification in social work, probation or experience in a police child protection team.</li> <li>• Proven experience of volunteering with children or young people.</li> <li>• Proven experience of an inclusive approach.</li> </ul>

**SCHEDULE 6**  
**USE OF CLUB IP AND PLAYER PROMOTIONAL RIGHTS**

**1 USE OF CLUB IP**

1.1 The Club hereby grants to The FA during the Term a non-exclusive, worldwide, royalty free, irrevocable right to use and allow League Partners to use the Club Marks, the Player Promotional Rights, the Promotional Events and the Personal Appearances (and content produced from such Personal Appearances and Promotional Events):

1.1.1 on The FA's website, the League Website and FA social media websites;

1.1.2 for League Competition mascots;

1.1.3 in any and all media in relation to the exercise of the FA Rights;

1.1.4 otherwise in accordance with the League Marketing Plan; and

1.1.5 as otherwise agreed with the Club (acting reasonably),

subject in all cases to the terms of this Licence and in particular this Schedule 6.

1.2 On the Termination Date, The FA shall be entitled to a Sell-Off Period during which time The FA and its League Partners shall be entitled to sell any product produced pursuant to the rights granted under paragraph 1.1 above whose manufacture was completed prior to the Termination Date.

1.3 The Club further agrees that notwithstanding expiry or termination of this Licence for any reason, The FA and the League Partners may use the Club Marks as part of any Match Footage as well as for historical purposes to reflect the Club's participation in the League Competitions prior to such expiry or termination (subject at all times to compliance with the provisions of this Licence).

**1.4 Use of Club Marks by The FA**

The FA shall be permitted to use the Club Marks as it sees fit provided that any use of the Club Marks by The FA shall be used:

1.4.1 alongside a League Mark or a League Competition name; and

1.4.2 in accordance with the Club Brand Guidelines.

For the avoidance of doubt, such use by The FA may also be alongside the marks of any League Partner.

**1.5 Use of Club Marks by League Partners**

League Partners shall be permitted to use the Club Marks as they see fit provided that any use of the Club Marks by League Partners shall be:

- 1.5.1 alongside a League Mark or a League Competition name;
- 1.5.2 in accordance with the Club Brand Guidelines; and
- 1.5.3 in connection with or alongside the logos, names or marks of at least two Other Clubs or as part of a campaign featuring at least two Other Clubs except:
  - (a) when exploited pursuant to a Personal Appearance or Promotional Event featuring Club Player(s) in which case Club Marks may be used alone;
  - (b) when exploited solely as part of the Player Promotional Rights (subject to The FA's compliance with paragraph 3 of this Schedule 6) in which case Club Marks may be used alone;
  - (c) when used by The FA or any League Partner for any editorial purpose only in which case Club Marks may be used alone;
  - (d) when used reasonably by any Broadcaster in connection with the exploitation of the Broadcasting Rights in which case Club Marks may be used alone;
  - (e) when used for any Match promotion by a League Partner, subject to (unless otherwise agreed by the Club on a case by case basis) the following conditions in relation to any such use:
    - (i) use of at least one Other Club's logo, name or mark and both (or all) clubs must be featured with equal prominence;
    - (ii) the League Partner shall only be entitled to use the Club Marks in connection with Matches in the League Competition for which it holds the League Partner sponsorship rights; and
    - (iii) the League Partner shall not use the Club Marks in any manner which may suggest an official association between the League Partner and the Club.

For the avoidance of doubt, in the event that League Partners use Club Marks in accordance with paragraphs 1.5.3(a) to (e) and therefore do not use the logos, names or marks of at least two Other Clubs, use by the League Partners shall still comply with the provisions of paragraphs 1.5.1 to 1.5.2 (inclusive).

## 1.6 **Club Brand Guidelines**

- 1.6.1 The Club is encouraged to (but is not required to) produce Club Brand Guidelines.
- 1.6.2 Where the Club produces Club Brand Guidelines, they must be notified to The FA in writing by no later than AGM prior to the start of each Season.

1.6.3 The Club Brand Guidelines may not identify any parties (or categories of parties) that can or cannot make use of the Club Marks and must not contain restrictions which would prevent the use of Club Marks in the manner set out in this Licence.

## 1.7 Club Approval Rights

1.7.1 The Club shall only have a right to approve any use by The FA or any League Partner of the Club Marks (including in connection with the Player Promotional Rights and/or Personal Appearances or Promotional Event to the extent that the Club Marks are used) where they are to be used other than in accordance with paragraphs 1.4 and 1.5 of this Schedule 6.

1.7.2 Where approval of the Club is required, The FA shall submit any proposed use of the Club Marks to the Club and the Club must notify The FA of the approval or non-approval of any use of the Club Marks within 3 Business Days of any request for approval, and any failure by the Club to respond within such timeframe shall constitute deemed approval of the relevant use.

1.7.3 Without prejudice to paragraph 1.7.2 of this Schedule 6, where The FA indicates that immediate or urgent approval of materials is required (including but not limited to where materials relating to the result of any Match are to be used for promotional or publicity purposes in accordance with the terms of this Licence), the Club shall use best endeavours to provide consent or refusal within such requested timeframe.

1.7.4 The Club agrees that any approval shall not to be unreasonably withheld or delayed and that in the event that the Club withholds approval for any use of the Club Marks, it shall give The FA full details of why approval is withheld and (if applicable) the action required to have such item approved.

1.7.5 Where any use of the Club Marks has been previously approved prior to the date of this Licence or is otherwise approved by the Club, the Club Marks may be used on further occasions in the same or substantially the same manner without further approval.

1.8 The FA acknowledges that all title in the Club Marks shall vest at all times in the Club, and The FA shall not acquire any rights in such Club Marks as a result of this Licence other than as expressly set out herein.

1.9 The FA hereby agrees that it shall not use the Club Marks pursuant to the licence in paragraph 1.1 of this Schedule 6 in any way which shall be derogatory or detrimental to the reputation of the Club.

1.10 The Club undertakes and warrants to The FA that it has the right to grant the rights in the Club Marks as set out in paragraph 1.1 of this Schedule 6 to The FA and permit such use as is set out in paragraph 1.1 of this Schedule 6 by The FA and the League Partners.

## **2 CLUB DATA AND MEDICAL DATA**

- 2.1 Where the Club provides an England Player to The FA for an international camp, the Club shall provide such medical and training performance data as is reasonably requested by The FA in relation to that England Player in advance of the relevant international camp.
- 2.2 The Club shall from time to time upon request from The FA, subject to Applicable Data Protection Laws, provide The FA (at no cost to The FA), with details of all persons to whom Match tickets have been sold or any promotional materials relating to the League Competitions have been sent (excluding, in each case, the data of persons who have elected not to receive any information or offers from the Club, The FA or League Partners). The Club shall ensure that it is legally permitted to provide The FA with such data and shall comply with all Applicable Data Protection Laws and clause 18 in this regard.

## **3 PLAYER PROMOTIONAL RIGHTS**

- 3.1 Subject to compliance with the terms of this Licence, the Club grants to The FA the right and licence throughout the world to:
- 3.1.1 use, exploit, or otherwise exercise the Player Promotional Rights for the purposes of advertising, marketing and promoting The FA's products and services in or by means of any and all media (including for example for The FA's football, educational and charitable purposes); and
- 3.1.2 to authorise any League Partner and other third parties to use, exercise, or otherwise exploit the Player Promotional Rights for the purposes of advertising, marketing and promoting its products, services and activities in or by means of any and all media.
- 3.2 The Club shall ensure that it acquires all rights necessary from the Club Players to enable it to grant such rights to The FA.
- 3.3 The FA shall only, and shall procure that its League Partners shall only, use, exercise, or otherwise exploit the Player Promotional Rights in relation to each Club Player's status as a member of the Club, participating in the League Competitions, and not in an individual capacity so that all promotional materials that feature the Player Promotional Rights shall feature a minimum of three League Players in total, provided that less than three League Players may be used:
- 3.3.1 with the prior approval of the Club (not to be unreasonably withheld or delayed);
- 3.3.2 where the Player Promotional Rights are being exploited in connection with a Personal Appearance or Promotional Event;
- 3.3.3 on products where the use of three League Players is unsuitable given the nature of the product, for example, but without limitation calendars, player figurines, books and stickers sold in conjunction with an album provided

that such products shall be sold as part of a collection or compilation containing a minimum of three League Players;

- 3.3.4 in merchandise catalogues and Match day programmes provided that a minimum of three League Players in total are featured in such catalogues/programmes as a whole;
- 3.3.5 where the imagery captures Match action (for example a goal celebration or challenge for a ball) or is to be used to advertise any specific Match by The FA, where a minimum of two League Players may be used;
- 3.3.6 on The FA's website and/or the League Website and/or FA social media websites;
- 3.3.7 when used by The FA or any League Partner for any editorial purpose only;  
or
- 3.3.8 where any League Player is used pursuant to a separate relationship between The FA or any League Partner and the League Player is not in clothing branded with the Club Marks (for example pursuant to an FA Central Contract or a personal sponsorship deal).

**SCHEDULE 7**  
**LEAGUE MARKS, WEBSITE AND INTELLECTUAL PROPERTY**

**1 LEAGUE MARKS AND COMPETITION BADGE**

- 1.1 The FA shall be free to design League Marks and shall own all Intellectual Property Rights and other rights in and to the League Marks.
- 1.2 The Club agrees that it shall not at any time create or use any logos, names or marks for the League Competitions in place of or instead of the League Marks, or any logos, names or marks which are confusingly similar to the League Marks.
- 1.3 The FA may take all actions (including legal proceedings) which it considers necessary to protect and enhance the League Marks or any other Intellectual Property Rights of the League Competitions and the Club shall co-operate with The FA in relation to such action.
- 1.4 The Club shall include any competition badge as created by The FA on one of the sleeves of its playing shirt if required by The FA (such competition badge not to be changed by The FA more than once per Season without the prior approval of the Club).

**2 CLUB USE OF LEAGUE MARKS**

- 2.1 Without prejudice to paragraph 2.2 of this Schedule 7, The FA hereby grants the Club a non-exclusive, royalty free licence to use the League Marks in the United Kingdom in the precise form and style approved by The FA on a case by case basis in advance without alteration solely and strictly for the promotion and marketing of the League Competitions, the Matches and related League Competition events. The Club is not granted any other right to use any Intellectual Property Rights of The FA pursuant to this Licence.
- 2.2 Any use by the Club of any of the League Marks or any other Intellectual Property Rights of The FA in any way, including for commercial gain (for example on any licensed products and/or merchandising), shall be subject to the prior written approval of The FA, and in the case of any commercial use, agreement of a royalty to be paid to The FA for such use and entry into between the Club and The FA of a formal licence for such use. The Club hereby undertakes that it shall not make any use of such rights without such prior written approval of The FA.
- 2.3 Without prejudice to paragraphs 2.1 and 2.2 of this Schedule 7 any use by the Club of the League Marks or other Intellectual Property Rights of The FA, as well as any marketing templates and other digital assets provided by The FA, must always be in accordance with the FA Brand Guidelines and any other instructions of The FA from time to time.
- 2.4 The Club shall not licence or otherwise allow or permit any third party to use or exploit any rights in connection with the League Marks or any other Intellectual Property Rights of The FA without The FA's prior written consent on a case by case basis.

- 2.5 The Club acknowledges that all title in the League Marks shall vest at all times in The FA, and the Club shall not acquire any rights in such League Marks as a result of this Licence other than as expressly set out herein. The Club further agrees that any goodwill that accrues from the Club's use of the League Marks or any other Intellectual Property Rights of The FA shall belong to The FA at all times, and the Club agrees to take any such action or execute any documents which may be necessary to vest the same in The FA.

### **3 NEW LEAGUE MARKS**

The FA reserves the right from time to time during the Term to introduce new official logos, names and marks for a League Competition (as League Marks) or to alter or delete any name or logo for a League Competition, and the Club shall immediately start using such new or amended League Marks in place of the former League Marks if so required by The FA, provided that the Club may continue to use any materials which feature the former League Marks which were produced prior to notification of such alteration or deletion until the earlier of (i) the date falling 60 days after the date of notification, and (ii) the end of the relevant Season.

### **4 LEAGUE WEBSITE**

- 4.1 The FA shall have the right to develop the League Website.
- 4.2 The Club shall co-operate with The FA in the continued operation of the League Website. This obligation to co-operate shall include regularly updating and adding content to the Club Microsite with at a minimum the following information:
- 4.2.1 key news stories (on average one new piece of content every day during the Season in accordance with The FA's requirements);
  - 4.2.2 Club history;
  - 4.2.3 Club Player and staff profiles;
  - 4.2.4 ticketing information and a link to the relevant ticket sales site;
  - 4.2.5 fan information including, but not limited to, a 'first time fan guide' and information on how to get to the Home Ground;
  - 4.2.6 community and participation information such as how to get involved with the Club; and
  - 4.2.7 where permitted under this Licence, video highlights of each Match played by the Club (to be uploaded within 48 hours of kick off of the relevant Match).
- 4.3 Where the Club operates its own Club website it shall ensure that such Club website contains a clear link to the League Website.
- 4.4 The Club acknowledges that it shall have no rights in relation to the League Website itself, save that it shall:

- 4.4.1 retain ownership of any content that it adds to the League Website; and
- 4.4.2 be entitled to include the marks of any Club Sponsor on the Club Microsite, subject always to compliance with the FA Brand Guidelines in connection therewith (in particular in relation to size and location of such marks). The Club hereby grants The FA an irrevocable, non-exclusive, royalty free, worldwide licence to use such content on the League Website.

## **SCHEDULE 8 COMMERCIAL RIGHTS**

### **1 LEAGUE COMMERCIAL RIGHTS**

- 1.1 The League Competitions are owned and operated by The FA. The Club acknowledges that all Commercial Rights and other rights in the League Competition are owned by The FA and shall be vested in The FA. Subject to Schedule 6 and Schedule 7, The FA shall be entitled to use, develop and otherwise exploit such rights on their own and with the Club Rights granted to it pursuant to this Licence throughout the world in any and all media (now known or hereafter created) in accordance with this Schedule in such manner as it sees fit.
- 1.2 To assist with the commercial development and exploitation of the League Competitions, The FA may produce and deliver to the Club a League Marketing Plan for each Season.

### **2 FA RIGHTS**

#### **2.1 League Competitions commercial rights programme**

- 2.1.1 The FA shall have the right to develop an exclusive commercial rights programme for the League Competitions and appoint League Partners.
- 2.1.2 The FA may utilise the FA Rights itself and/or may grant any FA Rights to the League Partners on such terms and in relation to such categories as The FA shall determine. These FA Rights shall include, subject to any applicable restrictions set out below in this Schedule 8, the right to use, develop, promote, market, sell or otherwise exploit (as applicable):
- (a) any League Marks, official designations, Club Marks and Player Promotional Rights (in accordance with Schedule 6 and Schedule 7);
  - (b) space and/or links on the League Website (including the Club Microsite) and related content;
  - (c) perimeter boards and other advertising at Home Grounds (and other venues) during all Matches, including floor mats, centre circle mats, scoreboards, substitute boards, dug out branding and tunnel branding (including tunnel carpets);
  - (d) backdrop rights for interviews and presentations in and around Matches;
  - (e) Match tickets (including hospitality where selected by The FA) for Matches and merchandise, each as allocated to The FA in accordance with paragraph 2.5 of this Schedule 8;
  - (f) Personal Appearances and Promotional Events (and related

content);

- (g) the Promotional Rights;
- (h) the Licensing Rights;
- (i) Broadcast Sponsorship relating to the League Competitions and any Match;
- (j) clothing and kit for ballboys/girls and player mascots at Matches;
- (k) the space (including advertising) in Match programmes specified in paragraph 4.4.7 of this Schedule 8; and
- (l) e-mails and e-shots relating to the League Competitions.

2.1.3 The Club acknowledges that the list in paragraph 2.1.2 above is not exhaustive and consequently The FA may use, develop, promote, market, sell or otherwise exploit (as applicable) FA Rights (or grant a League Partner the right to do the same) that are not set out therein except The FA shall require the prior approval of the Club (such approval not to be unreasonably withheld or delayed) where such other rights:

- (a) include any additional use of the Home Grounds;
- (b) include any additional use of any Club Players, staff or Club Intellectual Property Rights; or
- (c) would require the Club to incur any additional costs not already provided for in this Licence.

2.1.4 The Club further acknowledges that, whilst The FA retains the FA Rights, it is under no obligation to exercise any such rights unless it decides to do so.

2.1.5 Any party granted rights in relation to the League Competitions by The FA may also be granted rights by The FA within the wider FA Partner Programme and, in such a situation, may exploit such rights together with the rights granted in relation to the League Competitions (provided that such exploitation is in accordance with the terms of this Licence).

2.1.6 The Club acknowledges that as at the date of this Licence The FA has entered into agreements or agreed terms with the Current Official League Partners to grant them rights as Official League Partners.

2.1.7 The FA will notify the Club following the execution of an agreement to appoint any party, other than a Current Official League Partner, as an Official League Partner and provide the Club with a Partner Summary.

2.1.8 The Club shall:

- (a) cooperate with The FA and provide The FA with all reasonable

assistance it requires in fulfilling any commitments to any League Partners; and

- (b) take all actions as may be necessary to:
  - (i) procure the ability of The FA to exercise the rights in paragraphs 1.1, 2.1.2 and 2.1.3 of this Schedule 8 and hereby grants The FA any rights (including Club Rights) for The FA to do the same; and
  - (ii) ensure that the League Partners are able to exercise the rights granted to them which shall include complying with the requirements of any League Partner in their exercise of the FA Rights, as communicated by The FA, provided that such requirements are in accordance with the terms of this Licence.

## 2.2 Perimeter Boards

- 2.2.1 The FA shall retain all rights in relation to the in-camera perimeter boards (being the boards on the main touchline opposite the broadcast gantry and behind both goals whether digital or non-digital) at all Home Grounds as shown in the Perimeter Board Plan (the “**In-Camera Perimeter Boards**”).
- 2.2.2 If The FA does not exercise the right in paragraph 2.2.1, the Club and The FA shall enter into good faith discussions regarding the use of In-Camera Perimeter Boards by the Club.
- 2.2.3 Subject to paragraph 5 of this Schedule 8 all advertising boards at the Home Grounds which are not In-Camera Perimeter Boards shall be available for the use of the Club. Provided that such use complies with the provisions of this Licence, The FA shall not be entitled to require the Club to remove or cover up any such advertising boards. The Club shall notify The FA at least 14 days prior to any Match to be played by the Club of any such advertising boards that remain vacant for that Match and The FA shall be free to use those advertising boards for its own purposes or for any League Partner. The Club shall not use any such advertising boards to Ambush the rights of The FA or any League Partners (including by Ambushing the In-Camera Perimeter Boards).
- 2.2.4 If The FA does exercise the right in paragraph 2.2.1, The FA shall grant the Club the right to use and allocate certain In-Camera Perimeter Boards on a Season by Season basis in accordance with the remainder of this paragraph 2.2 below.
- 2.2.5 The FA shall use and allocate the In Camera Perimeter Boards (and grant the Club certain rights to do the same) in accordance with the following:
  - (a) The FA or its service provider(s) shall install or, (subject to

paragraph 2.4 in this Schedule 8) replace if reasonably necessary as a result of reasonable wear and tear at The FA's cost 32 fixed perimeter boards as the In-Camera Perimeter Boards at each Primary Home Ground. It is anticipated that each of such In-Camera Perimeter Boards will measure approximately 6m x 1m although this may vary depending on the specific size and layout of the Primary Home Ground. The FA shall only be responsible for installing and removing such In-Camera Perimeter Boards at the Primary Home Ground once per Season and the Club shall be responsible (at its cost) for any additional installations or removals of the In-Camera Perimeter Boards each Season (including the movement of In Camera Perimeter Boards to the Secondary Home Ground).

- (b) The FA shall retain exclusive rights to 26 of those 32 In-Camera Perimeter Boards, which may be used, inter alia, by the League Partners or for The FA's own initiatives or charities.
- (c) Subject to paragraph 5 of this Schedule 8, The FA grants the Club the right to use itself or allocate to Clubs Sponsors six of the In-Camera Perimeter Boards. In the event that by 2 weeks before the commencement of the Season, The FA has only appointed:
  - (i) seven Official League Partners for that Season, the Club shall have the right to use itself or allocate to Club Sponsors an additional two In-Camera Perimeter Boards in that Season; or
  - (ii) six or less Official League Partners for that Season, the Club shall have the right to use itself or allocate to Club Sponsors an additional four In-Camera Perimeter Boards in that Season.
- (d) For the avoidance of doubt, the maximum number of In-Camera Perimeter Boards that the Club may utilise for any Season shall be 10.
- (e) The location of the In-Camera Perimeter Boards as between the Club, The FA and Official League Partners shall be as set out the Perimeter Board Plan and which may be updated by The FA on a Season by Season basis in its absolute discretion.
- (f) No Club Sponsor may use more than two of those In-Camera Perimeter Boards at any Home Ground.
- (g) The reasonable costs of the production of such Club Sponsor In-Camera Perimeter Boards at the Primary Home Ground only shall be met by The FA once during each Season of the Term (provided that in the event that The FA approves any change to or addition of a Club Sponsor on any In-Camera Perimeter Board, the Club shall

be responsible for all costs in connection therewith).

- (h) Where a Club wants to use specific artwork relating to the Club or a Club Sponsor on its In-Camera Perimeter Boards it shall provide such artwork by a deadline specified by The FA or its service provider. The design and artwork of any Club allocated In-Camera Perimeter Boards shall be subject to the prior written approval of The FA, such approval not to be unreasonably withheld, delayed or conditioned.

2.2.6 In the event that the Club plays any home Match at any ground other than the Primary Home Ground (including the Secondary Home Ground), the Club shall arrange, move and allocate the In-Camera Perimeter Boards at such other ground in the same manner as its Primary Home Ground and the Club shall be responsible for all costs associated therewith (including for the avoidance of doubt, any costs of installation of the relevant fixed perimeter boards). For the avoidance of doubt, each of The FA and the Club shall be entitled to exploit the In-Camera Perimeter Boards at the Secondary Home Ground or any other Home Ground on the same terms as set out in paragraph 2.2.4 of this Schedule 8 provided that The FA shall have no obligation to incur any costs in relation thereto.

2.2.7 The Club shall provide or procure the provision of the access necessary for The FA or any third party appointed by it to fit the In-Camera Perimeter Boards at the Home Grounds in accordance with the provisions of this paragraph 2.2, or, if requested by The FA, shall ensure that the Home Grounds' In-Camera Perimeter Boards are fitted in accordance with the provisions of this paragraph 2.2. The Club shall also ensure that use of the In-Camera Perimeter Boards in accordance with this paragraph 2.2 is provided for in its agreement for use of the Home Grounds.

### 2.3 **Interview Backdrops**

2.3.1 The FA may provide at its cost an Interview Backdrop. The Club shall ensure that any such Interview Backdrop if provided is used for all interviews. The FA shall retain all Commercial Rights to the Interview Backdrops provided that the Club will be allocated 15% of the total commercial space for the display of the Club crest or use by the Club Sponsors (with no less than 3% and no more than 10% of the total Club sections of the Interview Backdrops to be used by any individual Club Sponsor). The Club shall be responsible for providing The FA with the necessary artwork for the Club Sponsor sections of the Interview Backdrops reasonably far in advance of their intended use (such artwork being subject to the prior approval of The FA, not to be unreasonably withheld or delayed). In the event that The FA approves any change to or addition of a Club Sponsor to any Interview Backdrop after the Interview Backdrop has been created, the Club shall be responsible for all costs in

connection with the creation of a new Interview Backdrop.

2.3.2 In the event that any presentation is to be made at any Match played at any Home Ground, The FA shall at its cost have the option of providing the presentation backdrop to be used for such presentation to the Club, and the Club shall ensure that it makes use of any such presentation backdrop (and no other backdrop) if so provided.

2.3.1 The Club may supply and use its own interview backdrop for any Club specific interviews:

(a) which do not relate to and are not connected to any Match or the promotion of a League Competition where such interview takes place other than on any day on which a Match is being played by the Club; or

(b) where the FA does not provide Interview Backdrops in accordance with paragraph 2.3.1 of this Schedule 8.

#### **2.4 Storage of Interview Backdrops and Perimeter Boards**

The Club shall be responsible for all costs of storage of the In-Camera Perimeter Boards (and all other perimeter boards), Interview Backdrops and any other presentation backdrops provided by The FA. The Club acknowledges that the perimeter boards (including the In-Camera Perimeter Boards) at the Home Grounds and the Interview Backdrops are integral to the image of the League Competitions and represent a significant investment by The FA. The Club shall use all reasonable efforts to keep all perimeter boards (including the In-Camera Perimeter Boards) at any Home Ground and such backdrops safe and in good condition (in particular in the event that the Club does not remove the perimeter boards during the close season), and shall bear any reasonable costs of replacement or refurbishment of such items in the event that The FA, acting reasonably, considers that the Club or any Home Ground is responsible for any damage caused to, or to have acted negligently towards, such items.

#### **2.5 Tickets and Merchandise**

Upon request, the Club shall provide The FA free of charge with the following items for The FA's internal use and/or for allocation to League Partners or for competitions or promotions for the League Competitions:

2.5.1 20 VIP hospitality (pre and post-match) tickets per Match;

2.5.2 100 general admission tickets per Match;

2.5.3 the right to purchase at face value an additional 100 general admission tickets per Match, provided that The FA must notify the Club of its requirement for such tickets at least seven days prior to the relevant Match;

2.5.4 eight signed team shirts per Season signed by at least 11 members of the

Club's first team squad;

2.5.5 eight size five footballs per Season signed by at least 11 members of the Club's first team squad; and

2.5.6 such other items as reasonably requested by The FA from time to time.

## 2.6 **Personal Appearances and Promotional Events**

2.6.1 The Club agrees that The FA shall be entitled to use and exploit and allow third parties (including League Partners) to use and exploit throughout the world Personal Appearances and Promotional Events (and any content produced therefrom), subject to compliance with the terms of this Licence. For the avoidance of doubt, this paragraph shall not prevent the Club exploiting personal appearances by its Club Players itself, subject always to the terms of this Licence.

2.6.2 The Club acknowledges that all Club Players have a responsibility to promote and raise the profile of the League Competitions and the Club, in accordance with the League Vision, League Objectives and League Goals. Club Players are expected to act as role models for the Club and the League Competitions. The Club shall use reasonable efforts to ensure that the Club Players fulfil such responsibilities appropriately and in accordance with The FA's reasonable instructions from time to time.

2.6.3 Each Licence Year the Club shall procure:

- (a) the provision of 10 Personal Appearances;
- (b) attendance at one Promotional Event by two Club Players which shall be used by The FA for creating League marketing materials;
- (c) attendance at one Promotional Event by three Club Players which shall be used by The FA to capture imagery to promote the upcoming Season;
- (d) attendance at one Promotional Event by two Club Players which shall be used for any purpose reasonably specified by The FA and the Broadcaster; and
- (e) attendance at one Promotional Event by the number of Club Players specified by The FA (which includes all First Team Players) for any use by The FA or League Partners.

2.6.4 Unless The FA notifies the Club otherwise and subject to the remainder of this paragraph 2.6 below the dates, format and nature of any:

- (a) Personal Appearance may be specified and arranged with the Club by any person including The FA, any League Partner and/or any County FA, charitable organisation, school or university; and

- (b) Promotional Event shall be specified and arranged with the Club by The FA or a League Partner.

2.6.5 Unless The FA notifies the Club otherwise, Personal Appearances must be used to promote the League Competitions, the League Partners, the League Objectives, the League Vision, the League Goals, the Club or girls and women's participation or Match promotion.

2.6.6 The Club shall provide to The FA evidence of the delivery of the 10 Personal Appearances in a report specified by the FA from time to time.

2.6.7 **Requests by The FA or a League Partner**

- (a) Where The FA or a League Partner is the Requesting Party they shall at their discretion give notice to the Club of the date for a Personal Appearance or Promotional Event but in doing so shall use all reasonable efforts to give the Club at least two weeks' notice (or longer period if reasonably practicable for The FA), along with the preferred Club Players for such appearance or event (at least three Club Players will be listed, in order of preference for a Personal Appearance and double the number of Club Players specified for a Promotional Event (except the Promotional Event referred to in paragraph 2.6.3(e) where any number of Club Players may be listed).
- (b) The Club shall ensure that it provides a Club Player for a Personal Appearance and the specified number of Club Players for a Promotional Event, and shall use reasonable endeavours to provide The FA or League Partner(s) preferred Club Player(s). The Club shall confirm whether they will provide the required Club Player(s) and their names to The FA or League Partner within 48 hours.
- (c) The Club shall give priority to The FA or a League Partner where they are the Requesting Party.

2.6.8 **Requests by other persons**

Where a person other than The FA or a League Partner is the Requesting Party, the Club shall use reasonable endeavours to apply the procedure and comply with its obligations set out in paragraph 2.6.7 to such Requesting Party when they request a Personal Appearance.

2.6.9 **General requirements for Personal Appearance and Promotional Events**

- (a) The Club shall ensure that when sending any Club Player to a Personal Appearance or Promotional Event, such Club Player agrees to and does comply with the obligations and requirements set out in Schedule 9.

- (b) The Club shall ensure that the relevant Club Player shall wear the Club's playing kit or training kit (as requested by Requesting Party and agreed with the Club depending on the nature of the appearance). The Club shall consider in good faith on a case by case basis any request by the Requesting Party for a Club Player to wear such clothing as may be reasonably requested by the Requesting Party when appearing at a Personal Appearance or Promotional Event, including clothing branded with the branding of the League Competitions and/or a League Partner.
- (c) Any Personal Appearance or Promotional Event for any Competing Official League Partner (other than any Current Official League Partner and/or any Broadcaster) shall be subject to the prior written approval of the Club (not to be unreasonably withheld or delayed).
- (d) Any Personal Appearance or Promotional Event over and above those to be provided pursuant to paragraph 2.6.3 of this Schedule 8 shall be subject to the prior written approval of the Club (not to be unreasonably withheld or delayed).
- (e) The FA may provide media training and such other training as deemed appropriate by The FA for such Club Players as The FA considers appropriate, and the Club shall ensure their relevant Club Players attend as required by The FA.
- (f) The Club acknowledges that certain Club Players who have entered into an FA Central Contract with The FA may be required by The FA to attend personal appearances organised by The FA for or on behalf of The FA and its partners (including League Partners and County FAs) pursuant to such FA Central Contract. Any such personal appearances shall not count towards the Personal Appearances or Promotional Events to be delivered by the Club pursuant to this Licence.
- (g) The Club acknowledges that The FA may require any Club Player who is an England Player to attend personal appearances on behalf of The FA in connection with her position as an England Player, subject to reasonable notice by The FA, and the Club shall use reasonable efforts to ensure that any such Club Player so required will comply with such requirement in full and to assist such Club Player in doing so.
- (h) The Requesting Party shall confirm when notifying the Club of a personal appearance whether it is a Personal Appearance or Promotional Event under this Licence or a personal appearance under an FA Central Contract or pursuant to the Player's position as an England Player.

#### 2.6.10 Time, fees and expenses

- (a) Each Personal Appearance and Promotional Event (subject to paragraph 2.6.10(b)) shall be for a maximum period of two hours plus reasonable travel time. If the Requesting Party requests that any Personal Appearance or Promotional Event is longer than this it shall agree the additional time with the Club and shall pay the Club £75.00 per hour for such excess time, and the Club shall pass such payment on to the relevant Club Player(s).
- (b) The Promotional Event referred to in paragraph 2.6.3(e) shall be for a period stipulated by The FA, subject to a maximum length of 7 hours plus reasonable travel time.
- (c) Unless otherwise agreed with The FA, The FA will not pay any appearance fee or other fee in connection with a Personal Appearance or a Promotional Event to a Club Player or the Club.
- (d) The Club shall pay the Club Player's expenses in connection with the Personal Appearance or Promotional Event, including both accommodation costs and travel costs. Where any Club Player is required to deliver a Personal Appearance or Promotional Event outside of her contracted working hours for the Club (or where the Club Player is a full time employee of the Club, outside the hours of 9am to 5pm on any Business Day), the Club shall also pay that Club Player at least £75.00 per hour of the Personal Appearances or Promotional Events (excluding travel time).
- (e) Where the Requesting Party is The FA or a County FA, The FA will reimburse (or procure that the County FA reimburses) the Club:
  - (i) the reasonable accommodation costs of the Club Player for any overnight stay required for the Personal Appearance or Promotional Event (to a maximum of £100 per night per person); and
  - (ii) any reasonable costs of travel for the Club Player to and from each Personal Appearance or Promotional Event (payable in accordance with The FA's expenses policy, a copy of which will be provided to the Club upon request),subject in the case of both (i) and (ii) to the prior approval of The FA of such expense/cost. The Club shall submit an invoice to The FA for such amounts, which may be included in any invoice submitted pursuant to a FA Funding or as a separate invoice. The FA shall reimburse any such sums at the same time as paying the Club any FA Funding.
- (f) Where the Requesting Party is a person other than The FA or a

County FA, The FA and County FA shall not be responsible to reimburse for any expenses of the relevant Club Player and in these circumstances the Club Player or Club should seek to reclaim any expenses directly from the relevant Requesting Party.

### 3 BROADCASTING AND MATCH FOOTAGE

3.1 Unless otherwise agreed with the Club and subject to paragraph 3.4 of this Schedule 8:

3.1.1 The FA shall have the sole right to arrange for the recording and filming of, and to enter into arrangements for the exploitation of, the Broadcasting Rights, Match Footage and any related rights in the League Competitions; and

3.1.2 the Club confirms The FA's exclusive and perpetual right to record, transmit, edit, display and use, or authorise others throughout the world to so record transmit, display and use the Match Footage in any and all media and for all purposes. The legal and beneficial ownership of all Intellectual Property Rights in all Match Footage and any and all graphics, captions, credits, data and other information made available by or on behalf of The FA to or otherwise acquired by the Club under or in connection with this Licence (as well as all materials upon which such material or recordings are stored) ("**Materials**") shall remain at all times with The FA and the Club shall not commit or suffer any act or thing whereby any third party would have any lien or would be entitled to take possession by way or distraint or otherwise of any of the Materials.

3.2 The Club shall ensure that it complies fully with:

3.2.1 the Broadcasting Regulations and shall provide the technical facilities, space and access rights to The FA and Broadcasters as set out therein; and

3.2.2 any reasonable Match related broadcasting requirements of any Broadcaster, as communicated by The FA, provided such requirements are in accordance with the terms of this Licence.

3.3 Without prejudice to paragraph 3.2 of this Schedule 8, the Club shall provide The FA with all reasonable assistance in fulfilling any commitments and obligations to any Broadcasters and, unless otherwise agreed with The FA, shall restrict access to any other person seeking to film or otherwise record any Match or any person involved in it or any part of any Match.

3.4 The Club shall be permitted to:

3.4.1 film and record audio of Matches it plays in, provided that any use for any purpose other than performance related non-commercial or internal training purposes shall be subject always to prior approval by the relevant

Broadcaster and The FA (which may be in the Broadcasting and Media Guidelines). Any footage so produced for or on behalf of the Club shall be considered “**Club Footage**” and all Intellectual Property Rights in the Club Footage shall vest in the Club; and/or

- 3.4.2 use Match Footage which is provided to the Club by The FA subject always to the terms and conditions (including any holdbacks) set out in the Broadcasting and Media Guidelines provided by The FA from time to time during the Term. The FA shall provide the Club with access to any Match Footage produced for any Match following the completion of such Match for use in accordance with such Broadcasting and Media Guidelines, provided that The FA gives no undertaking that any such Match Footage shall be produced. The FA shall not make any charge for such access, but the Club shall be liable to pay any applicable reasonable technical fee for access to such Match Footage.
- 3.5 The Club grants to The FA a worldwide, perpetual, royalty free, irrevocable, licence to use, and to sub-license to third parties (including any League Partner) the use of, any Club Footage produced by or on behalf of the Club (including in each case all visual material and international (background) sound tracks and commentary tracks).
- 3.6 The FA grants to the Club:
  - 3.6.1 a non-exclusive royalty free licence to use the Match Footage strictly as necessary for the exercise by the Club of the rights in paragraph 3.4 of this Schedule 8; and
  - 3.6.2 a non-exclusive royalty free licence to authorise a local radio broadcaster to exploit the local radio (audio only) rights in any home Match. For the avoidance of doubt, the Club shall not enter into any agreement for national radio broadcast of any Match.

#### **4 CLUB RIGHTS AND CLUB LEAGUE RIGHTS**

##### **4.1 Ownership of Club Rights**

The Club warrants that it owns (or has a right to use and exploit) the Club Rights and The FA acknowledges the Club’s ownership of the Club Rights, subject to any rights granted to The FA or the League Partners to use them as specified in this Licence or pursuant to a separate agreement with the Club.

##### **4.2 Use and exploitation of Club Rights and Club League Rights**

4.2.1 As a condition of being granted a right to participate in the League Competitions, the Club agrees to limit how the Club Rights are used and exploited during the Term. Accordingly, the Club hereby agrees that only the Club Rights specified in paragraph 4.3 of this Schedule 8 shall be used and exploited by the Club in relation to or in connection with the League Competitions or its participation in the League Competitions.

4.2.2 The Club may grant any Club Rights to a Club Sponsor subject to the grant and the use of such rights by the Club Sponsor being in accordance with this Licence and not conflicting with any exercise of the FA Rights.

4.2.3 The Club shall only use, grant, exploit, develop or alter any Club Rights or Club League Rights in accordance with:

- (a) the terms of this Licence (in particular the terms of this paragraph 4 and the restrictions in paragraph 5 of this Schedule 8);
- (b) any reasonable guidelines published and notified to the Club by The FA from time to time; and
- (c) the Competition Rules and The FA's Rules and Regulations (including any rules and regulations on sponsorship and advertising).

#### 4.3 Club Rights

##### 4.3.1 Club logo, merchandising and licensing

- (a) Subject to paragraph 4.3.1(c) below, the Club may develop its own Club logo and shall have the right to its commercial exploitation through merchandising, licensing and any other similar means.
- (b) The ownership of all Intellectual Property Rights in such logo will remain with the Club (subject to the licence at paragraphs 1 and 2 of Schedule 6).
- (c) Where the Club intends to use a Club logo for the upcoming Season, the Club shall not change its Club logo after the AGM prior to the Season without the prior written approval of The FA (such approval not to be unreasonably withheld or delayed).

##### 4.3.2 Club sponsorship rights

- (a) Subject to paragraph 5 of this Schedule 8, the Club may grant sponsorship rights in relation to the Club and its Club Players to Club Sponsors. This shall include the right to sponsor:
  - (i) the front of its playing shirts; and
  - (ii) one sleeve of its playing shirt.
- (b) The Club may develop a Club mascot who may feature at Matches and the Club may grant rights to Club Sponsors to sponsor the Mascot.
- (c) Unless otherwise approved by The FA in writing, the Club shall ensure that following the Termination Date all Club Sponsors shall cease:

- (i) using any rights granted to the Club under this Licence; and
- (ii) associating the Club with the League Competitions.

#### **4.3.3 Player Promotional Rights**

The Club may use and exploit any Player Promotional Rights not granted to The FA in this Licence.

### **4.4 Club League Rights**

#### **4.4.1 League Marks**

The Club shall have the right to use League Marks as set out in paragraph 2 of Schedule 7.

#### **4.4.2 Perimeter boards**

The Club shall have the rights set out in paragraph 2.2 of this Schedule 8 with regard to In Camera Perimeter Boards

#### **4.4.3 Interview Backdrops**

Where The FA provides Interview Backdrops, the Club shall have the rights set out in paragraph 2.3 of this Schedule 8 with regard to Interview Backdrops.

#### **4.4.4 League Website**

The Club shall have the rights set out in paragraph 4.4 of Schedule 7 in relation to the League Website.

#### **4.4.5 Ticketing**

The Club shall charge fees for the admission of spectators to home Matches played at the Home Grounds each Season, subject to any ticket pricing guidelines issued by The FA from time to time. Admission revenues so generated will be retained in their entirety by the Club, subject to any provisions of the Competition Rules.

#### **4.4.6 Match Footage and Radio**

The Club shall have the rights set out in paragraphs 3.4 and 3.6 of this Schedule 8 in relation to Match Footage and radio broadcasts.

#### **4.4.7 Match programmes**

The Club shall print a Match day programme and/or produce a digital Match day programme for each home Match in which it participates during the Term, such programme to be of an appropriate standard, and to be in accordance with any minimum specifications provided by The FA from time to time for Match programmes (unless otherwise approved by The FA). The

Club shall sell such programmes and retain the proceeds of sale, and also have the right to sell advertising space to any person within such programmes provided that six full pages in each Match day programme produced for any Match may be used by The FA as it sees fit (including for advertising of League Partners and/or FA products, programmes, matches and initiatives and for other editorial content) and The FA shall retain revenue therefrom.

- 4.5 For the avoidance of doubt, all Commercial Rights associated with any Matches which take place as part of any festival of football or similar as organised by The FA shall be owned and controlled by The FA, provided that The FA may allow the Club to exploit such rights as The FA sees fit if the Club is involved in such event.

## 5 CLUB RESTRICTIONS

- 5.1 The Club warrants that all persons to whom it has granted Club Rights at the Effective Date are listed as Club Sponsors in Schedule 12.

- 5.2 Subject to the terms of paragraph 5.3 below, the Club shall be free to grant any Club Rights to any persons that it chooses but such persons shall only be considered Club Sponsors for the purposes of this Licence:

5.2.1 where the Club provides The FA with a summary of the Club Rights granted to such person (in a form specified by The FA); and

5.2.2 the summary is delivered to The FA before such arrangement is announced to the public.

- 5.3 The Club hereby agrees that it shall not grant any Club Rights or Club League Rights to any third party (including a Club Sponsor) in connection with any space at its Home Ground, its mascot and/or links on the League Website to be exploited by any entity a principal or material part of whose business involves the sale or supply of products or services which compete with the principal or material products or services sold or supplied by:

5.3.1 a Lead League Partner, at any time during the Term; and

5.3.2 a New Lead League Partner, at any time from the date on which the Partner Summary for the New Lead League Partner is sent to the Club,

except that:

5.3.3 this shall not prevent the Club from granting any such rights in connection with any space and/or links referred to above to any third party who is the manufacturer and/or shirt sponsor of the Club's playing and/or training kit or the naming sponsor of the Club's Primary Home Ground; and

5.3.4 in relation to any New Lead League Partner only, the Club shall be entitled to continue to deliver any rights to an entity where such entity is already a Club Sponsor as at the date on which the Partner Summary relating to the

New Lead League Partner is sent to the Club and where the delivery of such rights is a contractual requirement for the Club, provided that the Club provides The FA with prior notice of such delivery and reasonable evidence of the contractual requirement for such delivery. For the avoidance of doubt, this paragraph shall not prevent the Club granting any other sponsorship rights to any party provided such grant is otherwise in accordance with the terms of this Licence.

- 5.4 The Club shall not be permitted to change the name of the Club's first team (or the name of any of its teams) without the prior written consent of The FA obtained in accordance with the Women's Pyramid Regulations.
- 5.5 Save as otherwise expressly set out in this Licence (including paragraph 2.2.3 of this Schedule 8), the Club agrees and acknowledges that it shall not be entitled to provide any sponsorship, promotional or other advertising rights at the Home Grounds to the Club Sponsors or any other third parties other than as set out herein without the prior written consent of The FA. In particular, the Club shall not be permitted to use floor mats at the Home Grounds.
- 5.6 Other than as expressly provided for herein, the Club hereby agrees that it shall not undertake any activities which undermine or might undermine any sponsorship programme undertaken by The FA at any time during the Term, or participate in or knowingly facilitate any activities which Ambush any of the rights which The FA has granted to any League Partner.
- 5.7 The Club shall not make any defamatory or derogatory public statements about, or take part in any activities which are or might be, derogatory to or detrimental to the reputation of The FA, The FA's Group Undertakings, the League Competitions, or any League Partner.
- 5.8 The Club shall ensure that its exploitation of any rights pursuant to this Licence complies with all applicable laws and regulations and that no materials produced in connection therewith contain any Prohibited Material.
- 5.9 Subject to the provisions of paragraph 2 of Schedule 7 the Club shall have no right to utilise any of The FA's Intellectual Property Rights including, but not limited to, The FA's trade marks without The FA's prior written consent.

## **6 CLUB COMMERCIAL AND MARKETING OBLIGATIONS**

The Club hereby agrees that it shall comply with the following commercial and marketing requirements at all times during the Term.

### **6.1 Club Marketing Plan**

The Club shall develop and implement a Club Marketing Plan for each upcoming Season.

The FA shall monitor compliance with such plan during the Term, including at the Club Meetings. A copy of such Club Marketing Plan must be provided to The FA in

each Compliance and Development Report.

## 6.2 **Club Commercial Plan**

The Club shall develop and implement a Club Commercial Plan for each upcoming Season.

The FA shall monitor compliance with such plan during the Term, including at the Club Meetings. A copy of such Commercial Plan must be provided to The FA in each Compliance and Development Report.

## 6.3 **Websites**

The Club shall cooperate with The FA with regard to the League Website in accordance with paragraph 4 of Schedule 7.

## 6.4 **Social Media**

The Club shall comply with The FA's reasonable requirements in relation to social media in order to assist The FA in achieving the target of doubling fan social media reach to 220,000 by the conclusion of Season 2019/20. Such requirements shall include:

6.4.1 having in place a twitter, Instagram and Facebook account (or other such social media channels as notified by The FA from time to time);

6.4.2 posting across all Club social media channels:

(a) three times each week promoting a League Competition; and

(b) five times before each Match played by the Club to promote the Match and drive attendance,

6.4.3 mentioning or tagging social media posts relating to the League Competitions in a manner specified by The FA;

6.4.4 promoting content provided by The FA relating to FA campaigns and initiatives (such as 'Girls' Football Week' or campaigns relating to England teams);

6.4.5 consistently sharing or re-posting social media content posted by a League Competitions;

6.4.6 where instructed by The FA, using all reasonable endeavours to include League Competition and/or FA promotional hashtags in any social media posts; and

6.4.7 ensuring that it and all Club Players comply with any social media guidelines and/or policies issued by The FA from time to time.

## 6.5 **Tickets**

- 6.5.1 The Club shall, at its cost, have in place and operate throughout the Term an online facility for the sale of tickets for its Matches.
- 6.5.2 The Club shall ensure that such ticketing facility includes an option, at the 'checkout' area of the relevant site (and subject to Applicable Data Protection Laws), for customers to sign up to the League newsletter (as provided by The FA).

## 6.6 **Match Attendance**

- 6.6.1 The Club shall ensure minimum attendance of:
  - (a) 500 fans per home Match played by the Club during the 2018/19 Season;
  - (b) 600 fans per home Match played by the Club during the 2019/20 Season; and
  - (c) 800 fans per home Match played by the Club during the 2020/21 Season and all Seasons thereafter during the Term.
- 6.6.2 The Club shall co-operate with The FA in any match attendance and other statistical data gathering exercise, in accordance with any data templates provided by The FA (for example by submitting gate receipt forms). The Club shall itself be entitled to exploit any such data in accordance with the data collection terms used for such collection and Applicable Data Protection Laws.

## 6.7 **FA Brand Guidelines**

- 6.7.1 The Club shall comply with the FA Brand Guidelines at all times so as to ensure the consistency of look and feel across the whole of The FA Partner Programme, including any template documents included therein.
- 6.7.2 The Club shall use any templates required to be used as part of the FA Brand Guidelines and shall ensure that any such use is in accordance with the terms of the FA Brand Guidelines (provided that the terms of such FA Brand Guidelines are consistent with the terms of this Licence).

## 6.8 **Other requirements**

- 6.8.1 The Club shall comply with any other reasonable commercial and marketing requirements introduced by The FA at any time during the Term.
- 6.8.2 The Club shall use all reasonable endeavours to support The FA in its reasonable marketing and promotion of the League Competitions.
- 6.8.3 The Club shall support national FA lead initiatives in line with the League Marketing Plan.
- 6.8.4 The Club shall ensure the professional and appropriate presentation of the

Club's and League Competitions' branding and, if requested by The FA, that of any third party who is granted any FA Rights, across all activities carried out by the Club, to ensure that the Club's activities and branding are appropriate for the overall brand created by The FA for the League Competitions and women's football generally.

## **SCHEDULE 9**

### **PERSONAL APPEARANCE AND PROMOTIONAL EVENT REQUIREMENTS**

- 1 Each Club Player providing a Personal Appearance or Promotional Event pursuant to this Licence must agree to comply with the obligations and requirements set out below, and the Club shall use all reasonable efforts to ensure that the Club Player complies with such obligations and requirements (including by providing all necessary support):
  - 1.1 The Club Player must at all times adhere to any codes of conduct notified by The FA for players or ambassadors, adopt high standards of behaviour, dress appropriately (which shall mean in appropriate Club kit, unless otherwise directed by The FA), project a favourable and positive image of football, act in a manner that shows proper respect for other players and colleagues in football and conduct themselves appropriately at all times when carrying out the Personal Appearance or Promotional Event. The Club Player shall wear clothing as required by the Requesting Party from time to time in accordance with paragraph 2.6.9 of Schedule 8.
  - 1.2 The Club Player must at all times use all reasonable endeavours to promote the interests of The FA and not act in any way that might bring The FA into disrepute, and shall make positive commitment to supporting and achieving the aims and objectives of The FA and the League Vision, League Objectives and League Goals.
  - 1.3 The Club Player undertakes to perform her obligations with all due care and skill and to the best of her ability, and to keep The FA reasonably informed in relation to the performance of such obligations.
  - 1.4 The Club Player shall not, without the prior written consent of The FA, use or permit third parties to use any Intellectual Property Rights of The FA nor shall she claim any connection with The FA whatsoever.
  - 1.5 The Club Player agrees that The FA or League Partner shall be entitled to record or direct or permit others to record the Club Player by photograph, film or other media in the course of her carrying out her obligations at a Personal Appearance or Promotional Event for transmission, display or use by The FA or at its direction in relation to The FA's public relations and commercial activities (including by League Partners).
  - 1.6 The Club Player agrees that The FA shall be entitled to use the Club Player's name, likeness and endorsement for publicity and promotional purposes in connection with her role as a Club Player. In particular, The FA shall be entitled to use and authorise League Partners to use throughout the world the Club Player's name, likeness and endorsement, including other graphic and non graphic symbols representative of or connected with the Club Player and also including the Club Player's photograph, signature, initials, statements, performance, biography and voice, in connection with the sale, promotion, advertising or other publicising of the League Competitions, a party or product (including on the product itself or the packaging therefore) or service provided by The FA or a League Partner of The FA from time to time.

**SCHEDULE 10**  
**IN-CAMERA PERIMETER BOARD PLAN**

## SCHEDULE 11 OFFICIAL LEAGUE PARTNERS

1.	SSE Energy
2.	Disney
3.	Nike
4.	Continental
5.	BT Sport
6.	Vauxhall

**SCHEDULE 12  
CLUB SPONSORS**

	<b>Sponsor name</b>
<b>1.</b>	
<b>2.</b>	
<b>3.</b>	
<b>4.</b>	
<b>5.</b>	
<b>6.</b>	
<b>7.</b>	

**SCHEDULE 13  
CLUB MARKS**

**SCHEDULE 14**  
**MATCHDAY EXPERIENCES**

- 1 The Club shall, at each home Match played at its Home Ground, offer as a minimum certain fan experiences. These experiences will be specified by The FA each Season. For the Season 2018/2019 (and all following Seasons unless specified otherwise by The FA) the fan experiences are as follows:
  - 1.1 a club shop;
  - 1.2 refreshments;
  - 1.3 autograph and selfie opportunities for fans with Club Players;
  - 1.4 an announcer;
  - 1.5 music pre Match;
  - 1.6 music at half time;
  - 1.7 entertainment at half time;
  - 1.8 mascot opportunities; and
  - 1.9 flag bearer opportunities.
- 2 Compliance with paragraph 1 above shall be assessed by The FA (or a third party appointed by The FA) through visual observations and analysis of the relevant experiences on randomly selected Match days which the Club is participating in.
- 3 Where The FA (or its appointee) is of the reasonable opinion that less than 80% of the experiences are offered on the selected Match day, the Club shall be considered in breach of this Licence.

## **SCHEDULE 15 FUNDING ADJUSTMENT**

### **1 FUNDING ADJUSTMENT**

- 1.1 The FA shall have the right to carry out a Funding Adjustment at any time during the Term. However, a Funding Adjustment may only apply to FA Funding paid or payable for the Season in which the event which gave rise to the Funding Adjustment occurred.
- 1.2 The Club shall be entitled to use the disputes procedure in clause 24 where it disputes any Funding Adjustment carried out by The FA.
- 1.3 In addition to any Funding Adjustment, The FA may require the Club to take any appropriate remedial action (if any) in respect of a failure to perform the relevant obligations and where relevant take further action under clause 16.

### **2 FUNDING ADJUSTMENT NOTICE**

- 2.1 To carry out a Funding Adjustment, The FA shall serve a Funding Adjustment Notice. A **“Funding Adjustment Notice”** means a notice from The FA to the Club which states an amount of FA Funding (including all FA Funding for a Season) which:
  - 2.1.1 is repayable to The FA;
  - 2.1.2 shall be reduced from the Club’s entitlement to remaining FA Funding for that Season; or
  - 2.1.3 is to be withheld until the event which gave rise to the Funding Adjustment has ceased (which shall include the Club rectifying a relevant breach where applicable).
- 2.2 Where the Club receives a Funding Adjustment Notice it undertakes to comply with and be bound by the terms and conditions of such notice.
- 2.3 Where a Funding Adjustment Notice states a certain amount of FA Funding is repayable, the Club undertakes to pay the amount specified therein to The FA within 7 days of receipt of the Funding Adjustment Notice.

### **3 GENERAL FUNDING ADJUSTMENTS**

- 3.1 The FA shall be entitled to carry out a Funding Adjustment:
  - 3.1.1 in accordance with clause 3.8;
  - 3.1.2 if at any time during a Season the Club uses or spends (or fails to use or spend) any FA Funding in breach of the FA Funding Spending Requirements for that Season;
  - 3.1.3 the Club becomes Insolvent. This is in addition to The FA’s rights under the Competition Rules and pursuant to the Insolvency Policy;

3.1.4 if The FA delivers to the Club a service that has been included in the Club's Funding Application, so that the Club no longer needs to incur the relevant cost; or

3.1.5 where the Club is in material breach of any provision of this Licence, Competition Rules or The FA's Rules and Regulations (regardless of whether the breach is capable of remedy or not).

#### 4 **AMOUNT OF A FUNDING ADJUSTMENT**

4.1 Where The FA is entitled to carry out a Funding Adjustment, it may (at its discretion), waive its right to do so and instead issue the Club with a warning.

4.2 The FA shall determine the amount of a Funding Adjustment at its discretion having taking into account:

4.2.1 the materiality of the failure to perform the relevant provision of this Licence (or where applicable the Competition Rules or The FA's Rules and Regulations);

4.2.2 whether the failure to perform the relevant provision of this Licence (or where applicable the Competition Rules or The FA's Rules and Regulations) has occurred before;

4.2.3 the damage which has been caused to The FA and the operation of the League Competitions as a consequence of non-compliance;

4.2.4 whether a warning has been previously given to the Club;

4.2.5 where paragraph 3.1.4 of this Schedule 15 applies, any amounts already paid or committed to the relevant service by the Club before withholding, reducing or reclaiming the relevant amount from the FA Funding paid to the Club; and

4.2.6 any other factor The FA reasonably considers relevant.

#### 5 **SPECIFIC FUNDING ADJUSTMENTS**

Without prejudice to the right to make a Funding Adjustment in accordance with paragraph 3, the amount of which is determined in accordance with paragraph 4 above, The FA shall have the right to apply a Funding Adjustment within a specific range for a specified event as set out in this paragraph 5 (a "**Specific Funding Adjustment**").

Clause Paragraph	Club obligation/ requirement	Specific Funding Adjustment
Schedule 2, Paragraph 1.2.1(a)	Any Minimum Contact Time which is a pitch based session not including goalkeeping coaching by the Goalkeeping Coach.	£500 - £1,000

Schedule 2, Paragraph 1.2.1(b)	Any Minimum Contact Time which is a pitch based session not including outfield player coaching by a FA Level 4 (UEFA A) coach (or such other qualification as specified by The FA).	£500 - £1,000
Schedule 2, Paragraph 1.2.1(c)	Any Minimum Contact Time which is a pitch based session not being attended by the Physiotherapist or Sports Therapist.	£500 - £1,000
Schedule 2, Paragraph 1.2.2	First Team Players not receiving daily strength and conditioning training.	£250 - £500
Part 6 of Schedule 5 (Doctor), Key Accountabilities	The Doctor not attending a home Match.	£250 - £500
Part 1 of Schedule 5 (General Manager), Key Accountabilities	The General manager not attending a meeting for a League Competition arranged by The FA or appointing a nominee who attends.	£250 - £500
Part 2 of Schedule 5 (Marketing Officer), Key Accountabilities	The Marketing officer not attending a marketing meeting arranged by The FA or appointing a nominee who attends.	£250 - £500
Schedule 8, paragraph 2.2	Where The FA exercises its rights to In Camera Perimeter Boards, the Club not providing or procuring the provision of the access necessary for The FA or any third party appointed by it to fit the In-Camera Perimeter Boards at the Home Grounds in accordance with the provisions of paragraph 2.2 of Schedule 8, or, if requested by The FA, not ensuring that the Home Grounds' In-Camera Perimeter Boards are fitted in accordance with the provisions of paragraph 2.2 of Schedule 8.	£500 - £1,000
Schedule 8, paragraph 2.3	The Club not ensuring that any an Interview Backdrop provided by The FA is used for all interviews conducted pre and post Matches.	£500 - £1,000
Schedule 8, 2.6.3 (b),(c), (d) and (e)	The required number of Club Players not attending a Promotional Event.	£500 - £750
Schedule 8, paragraphs 2.6.3 and 2.6.7	A Club Player not attending a Personal Appearance or Promotional Event where requested by The FA or a League Partner once attendance has been confirmed by the Club	£500 - £750
Schedule 8, paragraph 6.6	Any home Match played by the Club not being attended by the required number of fans.	£500 - £1,000
Schedule 14, paragraph 3	The Club being in breach of this Licence for failure to offer Match day experiences at home Matches played by the Club.	£500 - £1,000

**APPENDIX 1  
KEY MINIMUM REQUIREMENTS 2018/2019**

Category	Heading of Key Minimum Requirement	Licence Reference
<b>Financial and Business Management</b>	<b>Staff and Leadership</b>	Paragraph 1, Schedule 4
	<b>Corporate Governance</b>	Paragraphs 2.1 and 2.2, Schedule 4
	<b>Club Policies</b>	Paragraphs 3.1 and 3.2, Schedule 4
	<b>Budget and Financial Reporting</b>	Clause 5.1
	<b>Spending Requirements</b>	Paragraphs 4.1 and 5, Schedule 1
<b>Marketing and Commercial</b>	<b>Match Attendance</b>	Paragraph 6.6.1, Schedule 8
	<b>Club Marketing Plan</b>	Paragraph 6.1, Schedule 8
	<b>Club Commercial Plan</b>	Paragraph 6.2, Schedule 8
<b>Facilities</b>	<b>Women's B Grade Pitch criteria</b>	Paragraph 1.2, Schedule 3
	<b>Maintenance Plan</b>	Paragraph 1.9, Schedule 3
	<b>Security of tenure for home ground and proof of usage</b>	Paragraphs 1.6.1 and 1.6.2, Schedule 3
	<b>Security of tenure for training ground</b>	Paragraph 1.6.3, Schedule 3
	<b>Training facilities</b>	Paragraph 1.14, Schedule 3

<b>Players, Staff and professional support and Youth Development</b>	<b>General Manager</b>	Paragraphs 7.2, 7.4 and 8.1, Schedule 4 and Part 1, Schedule 5
	<b>Marketing Officer</b>	Paragraphs 7.2, 7.4 and 8.1, Schedule 4 and Part 2, Schedule 5
	<b>Safeguarding Officer</b>	Paragraphs 7.2, 7.4 and 8.1, Schedule 4 and Part 9, Schedule 5
	<b>Head Coach</b>	Paragraphs 7.2, 7.4 and 8.1, Schedule 4 and Part 3, Schedule 5
	<b>Assistant Coach</b>	Paragraphs 7.2, 7.4 and 8.1, Schedule 4 and Part 4, Schedule 5
	<b>GK Coach</b>	Paragraphs 7.2, 7.4 and 8.1, Schedule 4 and Part 8, Schedule 5
	<b>Physiotherapist/ Sports Therapist</b>	Paragraphs 7.2, 7.4 and 8.1, Schedule 4 and Part 5, Schedule 5
	<b>Team Doctor</b>	Paragraphs 7.2, 7.4 and 8.1, Schedule 4 and Part 6, Schedule 5
	<b>Strength and Conditioning Coach</b>	Paragraphs 7.2, 7.4 and 8.1, Schedule 4 and Part 7, Schedule 5
	<b>Accountancy services</b>	Paragraph 7.3, Schedule 4
	<b>Player Contact Time</b>	Paragraphs 1.1 and 1.2, Schedule 2
	<b>Reserve/ Development Team</b>	Clause 2.2.2
	<b>Catchment Area</b>	Paragraph 5, Schedule 4
<b>Regional Partnerships</b>	Paragraph 6, Schedule 4	

**APPENDIX 2**  
**DEFAULT SPENDING REQUIREMENTS 2018/2019**

	<b>Default Spending Requirements</b>
<b>Salary of General Manager</b>	£30,000
<b>Salary of Marketing Officer</b>	£7,000
<b>Coaches, sports science and medical</b>	£7,000
<b>Participation in Reserve/ Development Team Programme</b>	£5,000
<b>Home Ground (including improvement and maintenance)</b>	£6,250
<b>Training facilities</b>	£6,250
<b>Total</b>	£61,500