



# The FA Handbook | Season 2013-2014

Rules and Regulations of The Association







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# **Rules and Regulations of The Association**

Season 2013-2014



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*N.B. Amendments made to regulations since the publication of the last edition are marked with side rules. The latest version of all FA Rules and Regulations can be found on [www.TheFA.com](http://www.TheFA.com) and FIFA Regulations and the Laws of the Game can be accessed on [www.fifa.com](http://www.fifa.com).*

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## INTRODUCTION BY THE CHAIRMAN

I am very pleased to welcome you to The Football Association Handbook, the essential guide to the rules and regulations of football.

The Handbook has been published every year since 1895, excluding the war years, and should again prove an invaluable companion to people involved in football at all levels.

The FA has the privilege and the responsibility of overseeing football in England as a whole. It does so in partnership with a powerful professional game and a national game administered locally by dedicated people and played in facilities all over the country. But football is 'one game' and we approach it with one set of values.

Football has rules to protect those who take part in it and I hope that every recipient of the 2013-2014 Handbook, whatever his or her involvement in the game, will find it a helpful reference book during what I hope will be another exciting season.

**GREG DYKE – CHAIRMAN, THE FOOTBALL ASSOCIATION**





## THE FOOTBALL ASSOCIATION

Wembley Stadium  
PO Box 1966  
London SW1P 9EQ  
Tel: 0844 980 8200  
www.TheFA.com

*Patron:*

Her Majesty The Queen

*President:*

HRH The Duke of Cambridge, KG KT

*Life/Senior Vice-Presidents:*

T Myatt (1978), Staffordshire FA  
G Thompson, OBE, JP (1979), Sheffield & Hallamshire FA  
F Hannah, MBE, CEng, MIMechE, ARTCS (1979), Manchester FA  
P Rushton (1974), Worcestershire FA  
DJ Insole, CBE (1979), Cambridge University  
N White, BEM, FAIA (1976), Liverpool FC  
LFJ Smith (1982), Surrey FA  
WT Annable (1967), Nottinghamshire FA  
RG Berridge (1976), Bedfordshire FA  
RE Barston (1981), Leicestershire & Rutland FA  
AJ Hobbs (1984), Somerset FA  
JJ Waterall (1986), Nottinghamshire FA  
RW Kiddell, OBE, JP, ACII (1980), Norfolk FA  
PS Hough (1988), Dorset FA  
FLJ Hunter (1988), Liverpool FA  
K Compton (1988), Derbyshire FA  
JA Christopher (1990), Berks & Bucks FA  
DJ Henson (1986), Devon FA  
B Walden (1991), Northamptonshire FA  
CJ Saunders (1982), Independent Schools  
MM Armstrong (1984), Huntingdonshire FA  
RE Maughan (1992), Northumberland FA

*Vice-Presidents:*

BW Bright (1984), Kent FA  
CB Taylor (1991), Barnsley FC  
MR Leggett (1992), Worcestershire FA  
Sir DG Richards (1994), The Premier League  
RF Burden, FCIB, MBCS, FRSA (1995), Gloucestershire FA  
BJ Adshead (1997), Staffordshire FA

*Honorary Vice-Presidents:*

His Grace The Duke of Marlborough, DL  
Air Vice Marshal SJ Hillier, CBE, DFC, MA, RAF  
Rear Admiral C Johnstone, CBE  
Major General B Brealey

*Honorary Members:*

Sir Tom Finney, CBE (1978)  
Sir Bobby Charlton, CBE (1978-90, 1991)  
JV Hayward (1993)  
C Jones (1995)  
Mrs PF Smith, OBE (1998)  
KW Ridden (2000)  
Lt Cdr PJW Danks, RN (2001)  
MR Berry (2002)  
Gp Capt PW Hilton, RAF (2002)  
W Wilson (2002)  
FD Pattison (2004)  
Sir Doug Ellis, OBE (2004-05, 2006)  
DG Champion (2005)  
R Tinkler (2005)  
IH Stott (2005)  
DJ Lewin (2006)  
M Gibson (2006)  
ST Farmer, JP (2007)  
JW Coad, ACII (2009)  
ACF Turvey, FCIM (2009)  
DB Dein (2009)  
MG Benson (2010)  
DR Sheepshanks, CBE (2011)  
DJ Hovard (2011)  
BW Moore (2011)  
RD Bayley (2012)  
P Coates (2013)  
RJ Howlett JP (2013)  
PR Bentley (2013)  
D Bernstein (2013)

*General Secretary:*

Alex Horne

## THE COUNCIL FOR 2013-2014

### *Chairman:*

Greg Dyke (2013)

### *Leader of Council:*

BW Bright (1984), Kent FA

### *Vice-Chairmen:*

National Game: RF Burden, FCIB, MBCS, FRSA (1995), Gloucestershire FA

Professional Game: D Gill (2004), Manchester United FC

### *Life/Senior Vice-Presidents:*

T Myatt (1978), Staffordshire FA

G Thompson, OBE, JP (1979), Sheffield & Hallamshire FA

F Hannah, MBE, CEng, MIMechE, ARTCS (1979), Manchester FA

P Rushton (1974), Worcestershire FA

DJ Insole, CBE (1979), Cambridge University

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LFJ Smith (1982), Surrey FA

WT Annable (1967), Nottinghamshire FA

RG Berridge (1976), Bedfordshire FA

RE Barston (1981), Leicestershire & Rutland FA

AJ Hobbs (1984), Somerset FA

JJ Waterall (1986), Nottinghamshire FA

RW Kiddell, OBE, JP, ACII (1980), Norfolk FA

PS Hough (1988), Dorset FA

FLJ Hunter (1988), Liverpool FA

K Compton (1988), Derbyshire FA

JA Christopher (1990), Berks & Bucks FA

DJ Henson (1986), Devon FA

B Walden (1991), Northamptonshire FA

CJ Saunders (1982), Independent Schools

MM Armstrong (1984), Huntingdonshire FA

RE Maughan (1992), Northumberland FA

### *Vice-Presidents:*

BW Bright (1984), Kent FA

CB Taylor (1991), Barnsley FC

MR Leggett (1992), Worcestershire FA

Sir DG Richards (1994), The Premier League

RF Burden, FCIB, MBCS, FRSA (1995), Gloucestershire FA

BJ Adshead (1997), Staffordshire FA

### *Divisional Representatives:*

1. D Robinson (2007), Billingham Synthonia FC
2. RD Coar (2001), Blackburn Rovers FC
3. A Shaw (2009, 2012), Altrincham FC
4. J Moxey (2010, 2013), Wolverhampton Wanderers FC

5. PM Hough (2012), Doncaster Rovers
6. A Neville (2013), Leicester City FC
7. PR Barnes (1997), Dagenham & Redbridge FC
8. C Reeves (2012), Poole Town FC
9. IL Beeks, MBE, JP (2007, 2008), Wycombe Wanderers FC
10. JD Pearce (2001), Bognor Regis Town FC

*Association Representatives:*

Amateur Football Alliance	M Brown (2007)
Army	Major W Thomson (2001)
Bedfordshire	R Everitt (2012)
Berks & Bucks	RA Lipscombe (2010)
Birmingham	To be confirmed
Cambridgeshire	R Pawley (2009)
Cambridge University	Dr JA Little (1999)
Cheshire	DD Edmunds (2004)
Cornwall	G Lee (2005)
Cumberland	G Turrell (2007)
Derbyshire	F McArdle (2008)
Devon	C Davey (2008)
Dorset	S Whittle (2009)
Durham	JC Topping (2007)
East Riding	J Suddards (2013)
English Schools	JA Read (2002)
Essex	MB Game (1999)
Gloucestershire	RF Burden, FCIB, MBCS, FRSA (1995)
Hampshire	EJ Ward (1998)
Herefordshire	RJ Perks (1997)
Hertfordshire	EWJ King (2007)
Huntingdonshire	MC Frost (2005)
Independent Schools	DR Elleray (2002)
Kent	PCB Smith (2005)
Lancashire	WB Warburton (2006)
Leicestershire & Rutland	D Jamieson (2008)
Lincolnshire	RC Jackson (2005)
Liverpool	D Horlick (2008)
London	AJ Sharples (2000)
Manchester	JB Halford (2004)
Middlesex	PJ Clayton (1997)
Norfolk	S Turner, JP (2013)
Northamptonshire	R Cotter (2009)
North Riding	MSM Birt (2006)
Northumberland	EA Wright (2011)
Nottinghamshire	Mrs E Oram (2007)
Oxfordshire	D Tutton (2011)
Oxford University	R Tur (2002)
Royal Air Force	Wing Cdr N Hope, MBE (2008)
Royal Navy	Lt Cdr SG Vasey, RN (2001)

Sheffield & Hallamshire	B Jones (2008)
Shropshire	D Simpson (2007)
Somerset	AP Hockley (2005)
Staffordshire	BJ Adshead (1997)
Suffolk	M Head (2007)
Surrey	RS Lewis (2002)
Sussex	A Kybett (2013)
Westmorland	G Aplin (2003)
West Riding	B Chaplin (2012)
Wiltshire	RJ Gardiner (2010)
Women's Football Conference	Mrs S Hough (2000)
	TKT Win, JP (2007)
Worcestershire	R Northall (2011)

*Representatives of The Premier League:*

D Gill (2004), Manchester United FC  
M Collins (2007), Fulham FC  
D Barnard (2007), Chelsea FC  
D Eales (2010), Tottenham Hotspur FC  
Ms M Byrne (2011), Sunderland FC  
P Faulkner (2012), Aston Villa FC  
I Gazidis (2012), Arsenal FC  
A Fry (2013), The Premier League

*Representatives of The Football League:*

G Clarke (2010), FL Chairman  
K Lamb (2007, 2009, 2010), Middlesbrough FC  
R Bowker, CBE (2012), FL Independent Director  
I Lenagan (2013), Oxford United FC  
A Ambler (2013), Millwall FC  
J Nixon (2013), Carlisle United FC  
S Thompson (2013), Dagenham & Redbridge FC  
J Mostyn (2012), AFC Bournemouth

*Other Representatives:*

The Football Conference	C Clapham, MBE (2007), Southport FC D Martin (2011, 2012), Dorchester Town FC
The Northern Premier League	K Brown (2007)
The Southern League	K Turner (2007)
The Isthmian League	N Robinson (2008)
Referees' Association	D Crick (2013)
League Managers' Association	H Wilkinson (2007)
Professional Footballers' Association	G Taylor, OBE (2007)
Supporters' Representative	Dr M Clarke (2007)
Independent Non-Executive Directors	R Devlin (2012), Ms H Rabbatts, CBE (2012)
Inclusion Representative	To be confirmed
Disability Football Representative	To be confirmed
General Secretary	Alex Horne

**COMMITTEE MEMBERSHIP - SEASON 2013-2014****FA Board***Chairman*

Greg Dyke

*NG Reps*

Barry Bright, Roger Burden, Michael Game and Mervyn Leggett

*PG Reps*

David Gill, Keith Lamb, John Nixon and Anthony Fry

*Independent Non-Executive Directors*

Roger Devlin and Heather Rabbatts

*Executive Director*

Alex Horne

**Football Regulatory Authority***NG Reps*

Barry Bright (C), Dave Edmunds, David Elleray (VC) and Richard Tur

*PG Reps*

Rob Coar, Richard Bowker, Margaret Byrne and Darren Eales

*Non Council Commissioners*

Mark Bright, Perry Nove and David Thomson

**Judicial Panel**

Gary Aplin, Maurice Armstrong, Peter Barnes, Ivor Beeks, Roger Burden (C), Malcolm Clarke, Peter Clayton, Brian Jones, Geoff Lee, Elaine Oram, Roger Pawley, Jack Pearce, Chris Reeves, Tony Sharples, Geoff Thompson, Billy Thomson, Steve Vasey, and Thura Win

**Alliance**

Keith Brown (VC), Charles Clapham, Malcolm Clarke, David Crick, David Martin, Jack Pearce (C), David Robinson, Nick Robinson, Andy Shaw, Richard Tur, Ken Turner and Brett Warburton

*Co-opted Members*

Chairman of the Leagues Cte, Chairman of the Sanctions &amp; Registrations Cte

*Observer*

Representative from the Steps 5/6 Leagues Focus Group

**Leagues**

Keith Brown, Barry Chaplin, Keith Compton, Chris Davey, Mark Frost, Mervyn Leggett, Ray Lewis (VC), Nick Robinson, Andy Shaw, John Suddards, Ken Turner and John Ward (VC)

*Co-opted Member*

Representative from the Step 5/6 Leagues Focus Group

**Membership**

Ron Barston, Keith Brown, Malcolm Clarke (VC), Chris Reeves, Richard Gardiner, Martin Head, Roy Northall, David Simpson, Philip Smith (C) and Alan Wright

**Protocol**

Ray Berridge, Roger Burden, Peter Hockley (VC), Sue Hough, Doug Insole, Jack Perks, Percy Rushton, Chris Saunders (C) Sir Dave Richards, Barry Taylor, Gordon Taylor and Noel White

*Co-opted Members*

Chairman of International Cte (Ivan Gazidis) and Chairman of The FA Cup Cte (Darren Eales)

**Referees**

Maurice Armstrong, Peter Barnes, Ron Barston, Mark Collins, David Crick, David Elleray (C), David Horlick (VC), Eddie King, Ray Lewis and Roger Pawley

*Co-opted Member*

Mike Riley - FIFA Referees' Committee

**Representative Matches**

Mike Brown, Chris Davey, Richard Everitt, Frank Hannah, Eddie King, John Little, David Martin, Rowland Maughan, Roy Northall, Andy Shaw (VC), Billy Thomson (C), and Geoff Turrell

*Co-opted Member*

Chairman of the Football Conference

**Sanctions & Registrations**

Keith Compton, Michael Game (C), Dave Henson, Neil Hope, Phil Hough, David Jamieson, Nick Robinson (VC), Tony Sharples, John Topping, Shaun Turner, Brian Walden and Brett Warburton

**Women's**

Gary Aplin, Michael Birt, Peter Hough, Sue Hough (C), Reg Jackson, Ray Kiddell, Geoff Lee, Mervyn Leggett, Elaine Oram (VC), Tony Sharples and Thura Win

*Ambassadors*

Ray Berridge and Frank McArdle

*Co-opted Members*

Sylvia Gore, Women's Football Conference, Michael Game, Chairman of Women's Super League Board Sub Committee, Simone Pound, Professional Footballers Association and Jackie Batten, Southern Rep for Women's Football Conference.

**Youth**

Brian Adshead, Robert Cotter, Dave Edmunds (C), Neil Hope, David Horlick, Brian Jones, Jack Perks, John Read, Chris Saunders, David Simpson (VC) and David Tutton

*Ambassadors:*

Maurice Armstrong, Steve Vasey, John Waterall and Jack Pearce

**National Game Board**

Brian Adshead (Council), Barry Bright (Board), Roger Burden (C) (Board), Bob Cotter (Council), Mark Frost (Competitions Committees), Michael Game (Board), Sue Hough (Council), Brian Jones (Council), Geoff Lee (Council), Mervyn Leggett (Board), Ray Lewis (Council), Jack Pearce (Council), John Read (Schools Committees) and John Topping (Council)

**Trophy**

Terry Annable, Gary Aplin, Charles Clapham (C), Richard Everitt, Doug Insole, Eddie King, David Martin, Rowland Maughan, Jack Perks, Chris Reeves, Philip Smith (VC) and Ken Turner

*Ambassadors*

Keith Brown, Dave Edmunds, Nick Robinson and Andy Shaw

**Vase**

Chris Davey, Mark Frost (C), Martin Head, Alan Hobbs, Reg Jackson, David Jamieson, John Little (VC), David Robinson, John Topping, Steve Vasey, John Ward and John Waterall

*Ambassadors:*

Fred Hunter, Geoff Lee and Mervyn Leggett

**Sunday Cup**

Michael Birt (VC), Barry Chaplin, Peter Hockley, Fred Hunter, Tony Kybett, Richard Lipscombe, David Robinson, Geoff Turrell, Steve Vasey (VC), Stephen Whittle and Alan Wright

*Ambassadors:*

Peter Clayton and Tony Sharples

**Football Development**

Ray Berridge, Peter Clayton, David Elleray, Michael Game, Neil Hope (VC), Sue Hough, Geoff Lee (C), John Little, John Read, Chris Saunders, John Topping and Thura Win

*Co-opted Members:*

David McDermott, Football Foundation

**Small-Sided**

Mike Brown (VC), Robert Cotter, Dave Henson (C), Peter Hough, Fred Hunter, Reg Jackson, Richard Lipscombe, John Read, Shaun Turner, Brian Walden and John Waterall

**National Game Finance**

Barry Bright, Roger Burden (C), Charles Clapham, Michael Game (VC), Richard Gardiner, David Jamieson, Rowland Maughan, Frank McArdle, Philip Smith, Geoff Thompson and Brett Warburton

**Planning, Training and Administration**

Mike Brown (VC), Barry Chaplin, Richard Everitt, Mark Frost, Bernard Halford, Martin Head, Richard Lipscombe, Roy Northall, David Tutton, John Ward (C) and Stephen Whittle

**League Finance**

Brian Adshead (VC), Barry Bright (C), Robert Cotter, Dave Edmunds, Frank Hannah, David Horlick, Brian Jones, Ray Kiddell, Frank McArdle, Roger Pawley, Jack Pearce and Stephen Whittle

**Pitches and Facilities**

Maurice Armstrong, Michael Birt, Peter Hockley (C), Tony Kybett, Mervyn Leggett, David Simpson, John Suddards, Geoff Turrell (VC) and Alan Wright

**Disability Football Committee**

Membership to be confirmed

**Professional Game Board**

Greg Clarke (Football League), Shaun Harvey (Football League), John Nixon (Football League), Keith Lamb (Football League), Darren Eales (Premier League), Ivan Gazidis (Premier League), David Gill (Premier League) and Anthony Fry (Premier League)

**International**

Ivan Gazidis (PL appointment) (C), Mark Collins (PL appointment), Peter Barnes (PL appointment), David Barnard (PL appointment), Margaret Byrne (PL appointment), Darren Eales (PL appointment), Paul Faulkner (PL appointment), Gordon Taylor (PL appointment), Ivor Beeks (FL appointment), Robert Coar (FL appointment), Keith Lamb (FL appointment) and Barry Taylor (FL appointment)

**FA Challenge Cup**

Darren Eales (PL appointment) (C), Mark Collins (PL appointment), Paul Faulkner (PL appointment), David Barnard (PL appointment), Andy Ambler (FL appointment), Keith Lamb (FL appointment), Barry Taylor (FL appointment), Brian Adshead (NG appointment), Peter Clayton (NG appointment), Dave Henson (NG appointment) and Ray Lewis (NG appointment)



**STANDING ORDERS FOR THE CONDUCT OF BUSINESS AT MEETINGS OF COUNCIL OF THE FOOTBALL ASSOCIATION LIMITED (THE "COUNCIL") AND COMMITTEES OF COUNCIL adopted by Council on 29th May 2007 as revised on 24 January 2013**

**("THE STANDING ORDERS")**

**GENERAL**

- 1 The powers and duties of Council shall be as stated in the Articles of Association ("the Articles") of The Football Association Limited ("The Association" or "the Company"), the Rules of The Association and these Standing Orders.

**MEETINGS OF COUNCIL**

- 2 Save where expressly stated to the contrary, Council may exercise any power or carry out any duty only at a meeting of Council.
- 3 There shall generally be not more than 6 meetings of Council in any period from 1 August – 31 July in any given year (the "Council Year").
- 4 Council shall determine the dates for meetings of Council at the first meeting in any Council Year, provided that a meeting takes place in June or July (the "Summer Meeting") and a meeting takes place immediately before the annual general meeting of The Association.
- 5 The time and venue of each meeting of Council shall be fixed by Council and shall ordinarily take place in London.
- 6 At any time the Board may (and on the request of 5 or more Members of Council shall) call an extraordinary meeting of Council over and above those referred to in Standing Orders 3 and 4 by giving no less than 14 days' notice to each Member of Council.
- 7 The Board may at any time postpone a meeting of Council and give no less than 4 days' notice to each Member of Council of such postponement.

**NOTICE AND BUSINESS OF MEETINGS**

- 8 No less than 7 days before a meeting of Council, each Member of Council shall receive an agenda of the business to be conducted. A matter which is not on the agenda shall not be considered at a meeting of Council unless accepted as an extraordinary item by a majority of 75% or more of the Members of Council present at the meeting.
- 9 A Member of Council may propose that a matter be an item on the agenda of a meeting of Council by giving no less than 14 days' written notice before the proposed date of the meeting. A matter which is proposed in compliance with this Standing Order shall be an agenda item.
- 10 The accidental omission to give notice of a Council meeting (or any committee meeting) to, or the non-receipt of notice of a meeting by, any Member of Council shall not invalidate any resolution passed or the proceedings at such meetings.

**QUORUM**

- 11 The quorum of a meeting of Council shall be 50% or more of the Members of Council entitled to attend and vote.

**CONDUCT OF MEETINGS OF COUNCIL**

- 12 The Leader of Council or, in his absence, a Vice-Chairman shall preside as chairman at a meeting of Council.
- 13 If at any meeting neither the Leader of Council nor a Vice-Chairman is present within fifteen minutes after the time appointed for holding the meeting, the Members of Council present shall choose one of their number to be chairman of the meeting.

- 14 The chairman of the meeting may with the consent of the meeting (and shall if so directed by the meeting) adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
- 15 The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without setting a time or to another time or place where it appears to him that:
- (a) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
  - (b) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 16 The conduct of a meeting of Council and the order of proceedings shall be at the discretion of the chairman of the meeting. The order of proceedings at a meeting of Council shall generally be as follows:
- (a) the minutes of the previous meeting of Council shall be presented to the meeting and voted upon. Where the minutes are approved, the chairman of the meeting shall sign them;
  - (b) any apologies or other correspondence the chairman of the meeting deems necessary or appropriate to present to the meeting shall be read out;
  - (c) the chairman of the meeting shall make a general report on matters considered by the Board and its committees since the previous meeting of Council, including a report on any changes to the Board's strategic plan for The Association;
  - (d) a member of the Board shall present any written report from the Board to Council;
  - (e) an authorised representative of the Football Regulatory Authority shall make a verbal report on regulatory issues arising since the previous meeting of Council and shall be available to answer questions on matters on the operation of the Football Regulatory Authority;
  - (f) the chairman of the meeting may invite debate by Council on any current and significant issues relating to football;
  - (g) the minutes and reports of all meetings of Committees of Council shall be presented to the meeting for debate and for adoption by the chairman of each Committee of Council, or, in his absence, a member of such Committee of Council, who shall make a summary report on matters of particular interest in the minutes and reports. The meeting shall consider the minutes and reports and any Member of Council may speak on any matter mentioned in the minutes and reports and may make a motion thereon, provided that notice of any question has been given in writing 3 days or more before the meeting. A report of a committee meeting may not be made in the absence of written minutes and reports, save with the consent of the chairman of the meeting. Where such consent is given, the meeting of Council may consider such matter as an extraordinary item;
  - (h) any proposals to amend the Memorandum of Association, the Articles, the Rules or any regulations shall be considered and, if thought fit, approved;
  - (i) any proposals put forwards by any of the Committees of Council, including changes to composition of Council originating from the Protocol Committee (as referred to in Standing Order 53), shall be considered and, if thought fit and be approved;
  - (j) if relevant, the appointment, re-appointment or removal of the Chairman and Leader of Council and any other appointments, removals or elections (as required) shall be considered; and

- (k) where possible, the balance sheet, the profit and loss account and the Directors' and the auditors' reports of The Association and the appointment of the auditors of The Association shall be considered and debated before they are laid before the Company in general meeting.
- 17 A Member of Council wishing to speak on any matter shall be entitled to do so only at the invitation of the chairman of the meeting. A Member of Council who is invited to speak shall rise and address the chairman of the meeting. All Members of Council other than the one speaking shall remain seated unless raising a point of order. Whenever the chairman of the meeting speaks, no other Member of Council may rise.
- 18 A Member of Council may at any time raise a point of order. Such shall be dealt with by the chairman of the meeting in such manner as he considers appropriate.
- 19 A Member of Council may at any time move that a matter be voted upon. If the chairman of the meeting requires, such motion shall be put in writing and signed by the mover. Such written motion shall be handed to the chairman of the meeting. Any such motion shall be read out by the mover before he speaks on it. A Member of Council may speak on a motion. A Member of Council shall be entitled to speak only once on the same motion unless permitted by the chairman of the meeting to speak more than once. The mover of a motion shall be entitled to reply to any point made. The mover may only answer points made by other Members of Council and may not make additional points.
- 20 A Member of Council may at any time move an amendment to a motion. Any such motion to amend shall be put in writing if required by the chairman of the meeting as if an original motion. Any number of motions to amend may be considered in relation to any motion. If any motion to amend is voted upon and carried, it shall form the motion to be considered by the meeting. Motions to amend this motion may then be considered as if it were the original motion. The mover of a motion to amend which is carried shall be entitled to reply to points made in relation to the motion.
- 21 Council may by vote resolve itself into a committee of the whole Council, and whilst in committee, there shall be no restriction as to the number of times a Member of Council may speak on a motion.

## VOTING

- 22 All questions shall be determined by a show of hands, unless either: (a) a ballot; or (b) the recording of votes, is requested by any Member of Council, supported by at least 2 others. In the event of votes being recorded under (b), the names for, and against, shall be registered and entered in the minutes. In the event of there being validly supported requests for both procedures (a) and (b), the procedure to be applied shall first be determined by a ballot.
- 23 (a) Save where provided specifically to the contrary: (i) a matter shall be passed if supported by more than 50% of those Members of Council present and voting; and (ii) a Member of Council may vote only if he is present at a meeting of Council. (b) A Member of Council may appoint another Member of Council as proxy to vote on his behalf in any one or more of the following matters: (i) for the appointment and reappointment of the Chairman; (ii) for the appointment and reappointment of the Leader of Council; (iii) for elections for Vice-Chairmen; and (iv) for the appointment and reappointment of the Independent Non-Executive Directors. The form of the proxy and procedures to be employed shall be as determined by Council from time to time.
- 24 A declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by any particular majority, or lost, or not carried by a particular majority, and an entry to that effect made in the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

- 25 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote.

#### **WHO MAY TAKE UP BUSINESS UNDER NOTICE**

- 26 Except by the consent of Council, business under any notice upon the agenda shall not be proceeded with in the absence of the Member of Council in whose name it stands, unless the member has given written authority for it to be taken up by another member.

#### **OBJECTIONABLE BUSINESS**

- 27 If the chairman of the meeting determines that any matter raised or motion moved to be made is of an objectionable character, the chairman of the meeting shall have the power either before or after the same is brought forward, to put it to the vote (on which no discussion shall be allowed) as to whether the same shall be brought forward or not. If 75% or more of the members present and voting decide not to allow such motion to be brought forward, then it shall be considered as disposed of for that day.

#### **RECONSIDERING A DECISION**

- 28 A decision of Council made at a meeting of Council may be reconsidered at the meeting of Council at which it has been made if any motion to reconsider is carried by 75% or more of the members present and voting.
- 29 No decision made at a meeting of Council may be considered within a period of 12 months from the date on which it was decided unless 75% or more of Members of Council present at a subsequent meeting vote in favour of a motion to allow reconsideration.

#### **LEADER OF COUNCIL**

- 30 Members of Council shall elect one of the non-executive Directors to be the Leader of Council. Nominations, proposed and seconded by Members of Council, shall be given to the Secretary in writing at least 21 days in advance of the date on which the election is to be held.
- 31 Subject to Standing Orders 33 and 40, the term of office of the Leader of Council shall be three years. No person may be the Leader of Council for more than two terms. Where appointed at a Summer Meeting, the first term shall be deemed to have commenced at the date of the Summer Meeting. Where appointed at any other time, the term of office shall be deemed to have commenced at the date of the next Summer Meeting.
- 32 At the end of his first term, the Leader of Council shall be eligible for reappointment without further nomination. Other candidates may be proposed and seconded by Members of Council and given to the Secretary in writing at least 21 days in advance of the date on which the election is to be held.
- 33 Council shall have the power to remove the Leader of Council from his office at any time if a proposal at a meeting of Council to do so is supported by 66% or more of those present and voting.
- 34 Any vacancy arising upon the death, retirement due to age, removal or any other such vacation from office of the Leader of Council under the Articles (save for where the Leader of Council is retiring at the end of his first term) shall be filled as soon as practicable at an extraordinary meeting of Council convened pursuant to these Standing Orders. Prior to such appointment for a new Leader of Council at the extraordinary meeting of Council, a Vice-Chairman (if he is a Director) appointed by the Board, and if he is not a Director any other Director appointed by the Board, shall act as Leader of Council. For the avoidance of doubt, any acting Leader of Council shall only hold such a position until the new Leader of Council is appointed or until he himself is removed or resigns or if the Board resolves to appoint another acting Leader of Council, whichever is the earlier.

**VICE-CHAIRMEN**

- 35 The National Game Representatives and the Professional Game Representatives shall each elect annually at the Summer Meeting one of their number to be a Vice-Chairman of The Association.

**PRESIDENT, VICE-PRESIDENTS, LIFE VICE-PRESIDENTS AND SENIOR VICE-PRESIDENTS**

- 36 There shall be a President who shall be appointed annually by Council at the Summer Meeting and whose position shall be honorary. The President shall neither be entitled to notice of nor to attend at nor to vote at meetings of Council.
- 37 There shall be not more than six Members of Council to serve as Vice-Presidents, who shall be elected annually by Council at the Summer Meeting. Pursuant to the Articles, any organization who appointed that Member of Council who is elected as a Vice-President may, at any time, elect for the Vice-President to become a non-voting non-representative Member of Council, such election to be final. A non-voting, non-representative Vice-President shall be entitled to receive notice of and attend at meetings of Council but not vote at such meetings. For the avoidance of doubt, he or she shall be entitled to receive notice of and attend and vote at meetings of Committees of Council if appointed to any such Committees.
- 38 Pursuant to the Articles, any organisation who appointed a Member of Council who becomes a Life Vice-President or Senior Vice-President may, at any time, elect for the Life Vice-President or Senior Vice-President to become a non-voting, non-representative Member of Council, such election to be final. For the avoidance of doubt, he or she shall be entitled to receive notice of and attend at meetings of Council but not vote at such meetings. A non-voting non-representative Life Vice-President or Senior Vice-President shall be entitled to receive notice of and attend and vote at meetings of Committees of Council if appointed to any such Committees.

**HONORARY VICE-PRESIDENTS AND HONORARY MEMBERS**

- 39 Council shall have the power to appoint and remove Honorary Vice-Presidents and Honorary Members. The criteria for appointment to the position of either an Honorary Vice-President or an Honorary Member shall be determined from time to time by the Protocol Committee, and as a minimum such persons will have made a significant contribution to football and may include retiring Members of Council who have (i) served 15 years or more on Council (save for those who have been Members of Council as of 2012 for whom a minimum service of 10 years applies); and (ii) served as a Chairman or a Vice-Chairman of an FA Committee for a minimum of 3 years. Such person, if appointed, shall not be entitled to notice of nor to attend nor to vote at meetings of Council.

**AGE LIMITS**

- 40 (a) No person shall be capable of being first appointed a Member of Council if at the time of appointment that person has attained the age of 70 years.
- (b) A person who was a Member of Council in or before 1990, and since 1990 has ceased at any time to be a Member of Council, may not be re-appointed as a Member of Council if he has attained the age of 75.
- (c) A Member of Council shall vacate office at midnight on the day before the next Summer Meeting after he has attained the age of 75 years (save for those who have been Members of Council continuously since 1990).

**REMUNERATION AND EXPENSES OF MEMBERS OF COUNCIL**

- 41 The Members of Council may be paid (in accordance with the practice and procedures that the Board shall determine from time to time) an attendance allowance in respect of

his attendance at meetings of Council, all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of Council, or meetings of Committees of Council or otherwise in connection with the discharge of their duties as Members of Council.

42 No Member of Council shall receive remuneration as such.

#### INTERESTS

43 Provided that he has disclosed to the chairman of any meeting of Council or committee meeting (as applicable) the nature and extent of any interest, a Member of Council may be a party to, or otherwise interested in, any decision or arrangement which indirectly relates to that interest.

44 A Member of Council shall not attend or vote at a meeting of Council or of a Committee of Council (or any part thereof) on any matter in which he has, directly or indirectly, a material conflicting interest or duty save where authorised by a resolution passed by the members of Council or the committee (other than the Member of Council so interested). A Member of Council shall not be counted in the quorum in relation to a resolution on which he is not entitled to vote.

45 If a question arises at a meeting of Council or of a Committee of Council as to the right of a Member of Council to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Member of Council other than himself shall be final and conclusive. An issue in relation to the chairman of the meeting shall be determined by the meeting itself.

#### VACATION OF OFFICE

46 The office of a Member of Council shall be vacated if:

- (a) subject to Articles 132 and 133, he ceases to hold the position or office by virtue of which he became eligible to be a Member of Council; or
- (b) if, being a voting representative Member of Council, he is removed by notice in writing by the organisation which appointed him, save where such an organisation elects that he becomes a non-voting representative of Council pursuant to Standing Orders 37 and 38; or
- (c) he has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction, or he makes any arrangement or composition with his creditors generally, or he applies for an interim order under section 253 of the Insolvency Act 1986, as amended or re-enacted from time to time, in connection with a voluntary arrangement under that Act; or
- (d) he dies or he is, or may be, suffering from mental disorder and either:
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law in any jurisdiction;
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (e) he resigns his office by notice to Council;
- (f) he is absent for more than six consecutive months from meetings of Council without the permission of the Leader of Council; or
- (g) he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or

- (h) he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or temporarily from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or the statutes of UEFA or FIFA (as appropriate).

#### VALIDATING OF COUNCIL DECISIONS

- 47 All acts done by a meeting of Council or of a committee shall be as valid as if every such person had been duly appointed and was qualified and had continued to be a Member of Council and had been entitled to vote notwithstanding that it afterwards be discovered that there was a defect in the appointment of any Member of Council or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote. Council and any committee may act notwithstanding any vacancy in their body.
- 48 No alteration of the Memorandum of Association or Articles and no decision of Council or the Company in general meeting shall invalidate any prior act of Council which would have been valid if that alteration had not been made or that decision or direction had not been taken. A meeting of Council at which a quorum is present may exercise all powers exercisable by Council.

#### MINUTES

- 49 Minutes of all meetings of Council, and of all Committees of Council as well as any Sub committees and commissions, shall be kept, to include the names of all present at each meeting.

#### COMMITTEES

- 50 Subject to Article 135, Council may delegate consideration and management of matters within its jurisdiction (as referred to in Article 136), to any committee, group or panel described in these Standing Orders.
- 51 Council shall establish the Football Regulatory Authority as a division of The Association and shall also establish the Judicial Panel and shall delegate to them such powers relating to regulatory, disciplinary and judicial matters in connection with The Association as Council shall see fit and Council shall make provisions for their terms of reference, composition and manner of operation, which shall not otherwise be subject to these Standing Orders.
- 52 The following shall be the Committees of Council:
- (a) Referees Committee;
  - (b) Protocol Committee;
  - (c) Leagues Committee;
  - (d) Membership Committee;
  - (e) Sanctions and Registrations Committee;
  - (f) Alliance Committee;
  - (g) Women's Football Committee;
  - (h) Youth Committee;
  - (i) Representative Matches Committee; and
  - (j) Committees Appointment Panel.
- 53 The powers and duties of the Committees of Council listed immediately in Standing Order 52 above shall be as follows:

##### **Referees Committee**

To consider all policy matters relating to the registration, control and development of refereeing.

To propose to Council amendments to the Rules and Regulations in relation to referees and assistant referees and to make decisions on matters arising out of the Rules and Regulations.

To make recommendations to Council regarding the Laws of the Game of association football.

To recommend to FIFA referees and assistant referees to be placed on the "International Panel".

To be responsible for the appointment of referees and assistant referees to association football matches.

To liaise as appropriate with other bodies having responsibilities for refereeing issues.

#### **Protocol Committee**

To determine all issues relating to the privileges of Council Members, with regard but not limited to issues of protocol, travel, seating and hospitality, at matches, Council meetings including the Summer Meeting and special events such as the Buckingham Palace Garden Party, including relating to personal guests.

In each case, initially to liaise with the Leader of Council and Chairman of The Association and, subsequently if necessary, the General Secretary, regarding the relationship between Council Members and the staff of The Association respectively.

To consider and approve proposals in respect of amendments to, and applications for, membership to Council.

To agree and set criteria for the positions of Honorary Vice-Presidents and Honorary Members.

#### **Leagues Committee**

To control and manage the National League System and to ensure that leagues within the National League System comply with the agreed regulations. To promote, assist and monitor leagues beneath the National League System as required.

To control all promotion and relegation issues relating to the movement of clubs both within The National League System and of clubs wishing to enter the National League System.

To develop and implement the "National Ground Grading" document and to liaise with such committees as when necessary and appropriate.

To control and manage The FA Inter League Cup including the development of the regulations for the conduct of the competition, accepting entries, making exemptions, making the draw and to represent Council at all relevant competition matches and events and to nominate the winners of The FA Inter League Cup to represent The Association in the UEFA Regions Cup and, jointly with the Representative Matches Committee, to offer support to the team so nominated to participate in the UEFA Regions Cup.

To appoint members to attend meetings of other working groups where appropriate.

To promote and assist veterans football.

To appoint three to five Members of the Committee to deal with matters arising to meet the ongoing demands of the game. Such Members to meet on no more than four occasions per year, with additional meetings to be authorised by the Leader of Council.

To nominate two Members at the start of the season to serve on the Ground Grading Technical Panel. Where a nominated Member may be unable to attend a meeting, a named substitute Member could attend and this person must also be nominated at the start of the Season and must be a Member of FA Council.

#### **Membership Committee**

To propose to Council the criteria for the grant of status as a Full Member Club and Associate Member Club.



To consider the privileges attaching to such status.

To consider applications for Full Member Club and Associate Member Club membership and matters relating to any such membership, and to report on the same to Council.

To approve the transfer, supervision and removal in respect of Full Member Club and Associate Member Club membership and report the same to Council.

To approve the transfer of football membership of any non member club where the rules and/or regulations of the relevant League requires The Association to provide such approval. Such approval to be considered at the entire discretion of Council and in accordance with the requirements for the transfer of membership of Full Member Clubs and Associate Member Clubs as set out in the Rules.

To consider matters pertaining to The Association's Rules on Clubs' financial records and Clubs' names and constitutions and report on the same to Council.

#### **Sanctions and Registrations Committee**

To consider all policy matters relating to the sanction of competitions and matches in England and overseas and to propose to Council any amendments to the Rules and Regulations in relation to such issues.

To make decisions on matters arising out of the Rules and Regulations, including considering, and where appropriate approving requests, for sanction of competitions and matches, including competitions and matches staged in England involving foreign clubs and matches and competitions abroad involving clubs from England.

To consider all matters relating to the boundaries of jurisdiction of County Associations and other Football Associations and recommend to Council as appropriate.

To consider all policy matters relating to the status and registration of players.

To undertake periodic reviews of the Standardised Rules, Standard Code of Rules and Standard Code of Rules for Youth Competitions as required, making recommendations to Council for adoption.

To propose to Council amendments to the Rules and Regulations with regard to player registrations, following liaison with relevant internal and external bodies.

To act as the relevant Committee for the purposes of the Rules and the determination of any issues arising relating to illegal approaches to players; transfer tribunals to determine compensation fees and disputes relating to players' registrations and contracts.

To adjudicate in hearings and appeals affecting all football sanctioned by the Association.

To oversee policy in relation to International Transfer Certificate procedures in accordance with FIFA Regulations at all levels of the game and manage the English arm of the FIFA Transfer Matching System.

#### **Alliance Committee**

To manage football at Steps 1 to 4 of the National League System in conjunction with the Leagues Committee to ensure that the constituent leagues comply with the agreed regulations.

To manage all promotion, relegation and other issues relating to the movement of clubs within Steps 1 to 4 of the National League System in conjunction with the Leagues Committee.

To agree the movement of clubs between Step 4 and Step 5 of the National League System.

To manage, in conjunction with the Leagues Committee, the development and implementation of the National Ground Grading document as it affects Steps 1 to 4 of the National League System.

To liaise with the Leagues Committee and other Committees where there is no direct representation as and when necessary and appropriate.

To appoint members to attend other Working Groups where appropriate.

To appoint three to five Members of the Committee to deal with matters arising to meet the ongoing demands of the game. Such Members to meet on no more than four occasions per year, with additional meetings to be authorised by the Leader of Council.

To nominate two Members at the start of the season to serve on the Ground Grading Technical Panel. Where a nominated Member may be unable to attend a meeting, a named substitute Member could attend and this person must also be nominated at the start of the Season and must be a Member of FA Council.

#### **Women's Football Committee**

To consider all policy matters relating specifically to the development of women's and girls' football.

To represent Council at all women's and girls' international representative team matches.

To control and manage the "Women's Challenge Cup Competition", the "Women's Premier League" and the "Women's Premier League Cup", and to represent Council at all relevant competition matches and events.

To appoint committee members to meetings of the "Women's Football Conference". These members shall have the right to vote at meetings of the Conference.

To appoint members to the Management Committee of the FA Women's Premier League.

To propose to Council amendments to the regulations for the conduct of the women's competitions and generally on rules and regulations in relation to women's and girls' football.

To make decisions on matters arising out of the women's competitions and the regulations, including accepting entries, making exemptions and making the draw.

#### **Youth Committee**

To control and manage the "Youth and County Youth Cup Competitions".

To propose to Council amendments to the regulations for the conduct of the competition.

To make decisions on matters arising out of the competition and the regulations, including accepting entries, making exemptions and making the draw.

To represent Council at all relevant competition matches and events.

To represent Council at all boys' international team matches involving teams at Under 16, Under 17 and Under 18 levels.

To implement and manage The Association's policy in relation to mini-soccer.

To implement and manage The Association's policy in relation to child protection policies and initiatives.

To appoint 3 to 5 members to serve on a sub-committee to deal with protests, disputes or investigations.

#### **Representative Matches Committee**

To represent the Council at all men's 11-a-side representative matches involving players outside the FA Premier and Football Leagues.

To manage the organisation and administration of the following representative England teams - England C, England Amateur XI and FA Representative XI.

#### **Committees Appointment Panel**

To appoint the members to each group, panel or Committee of Council save for the Committees Appointment Panel which shall be appointed by Council, subject to the relevant provisions in Standing Order 58.

- To appoint Members of Council to the Football Regulatory Authority and the Judicial Panel, where appropriate.
- 54 Each Committee of Council shall appoint a chairman and a vice-chairman who shall be elected by ballot and shall each serve for a term of one year.
- 55 Candidates for the post of chairman and vice-chairman of the Committees of Council shall be proposed and seconded at the first meeting of the Committee which shall take place on the date of and immediately following the Summer Meeting, at which the sitting committee chairman and vice-chairman shall retire. If only one candidate is proposed, he shall be deemed to be elected. Where there are two or more candidates, there shall be an election by ballot. All members of the Committee shall be entitled to vote. A candidate shall be elected if he receives more than 50% of the votes cast in the ballot. Where no candidate has more than 50% of the votes cast, a further ballot or ballots shall be made until a candidate receives more than 50% of the votes cast. Any member of the Committee may be proposed as a candidate for each ballot, save as set out below. Where a chairman or vice chairman vacates office other than at the expiry of term of office, a replacement shall be elected at the next meeting of the Committee. A candidate for the office of chairman of a Committee who has been chairman for the previous two years shall not be elected unless he receives two thirds or more of the votes. No person may act as chairman of more than one Committee of Council.
- 56 Subject to final approval from the Committees Appointment Panel, the Board shall have power to co opt on to committees not more than four persons, who because of their particular knowledge and experience can make a valuable contribution. The maximum consecutive period of any co-opted member shall not exceed three years. Subject to final approval from the Committees Appointment Panel, the Board shall also have the power to appoint not more than four persons as ambassadors to committees that represent Council at competition and representative matches. Ambassadors shall not be members of the committee. Each Council Member shall only be able to be appointed to a maximum of 1 ambassadorial role.
- 57 The maximum number of members of each Committee of Council shall be 12 (excluding co-opted members), save that additional members may be appointed on an exceptional basis with the approval of the Leader of Council and Vice-Chairmen of Council. The quorum for Committee of Council meetings shall be three members.
- 58 Committees of Council shall be appointed for a term of one year. Other than the Committees Appointment Panel, the membership of any Committee of Council shall be determined by Committees Appointment Panel, who may at any time amend the membership of such a Committee where it considers it appropriate. At the very least, the Committees Appointment Panel shall comprise the Leader of Council, any two of the Life Vice-Presidents or Senior Vice-Presidents and the Vice-Presidents, any two of the National Game Representatives, any two of the Professional Game Representatives and two others. The maximum number of Committees of Council, the National Game Board and the Professional Game Board upon which a Member of Council may serve in a Council Year shall be 3, save that the maximum for Council Members aged 75 or over as at the date of the Summer Meeting shall be 2. The restriction shall not apply in respect of appointments to: (i) the Committees Appointment Panel; (ii) The FA Board and its sub-committees; (iii) the National Game Board; (iv) the Professional Game Board; (v) the Disability Football Committee and (vi) sub-committees of each of Committees of Council, National Game Board committees, Professional Game Board committees and the Football Regulatory Authority. A committee member need not be a Member of Council. The Committees Appointment Panel shall have regard, as their sole principle in considering the appointment of Committees of Council, to an individual's talents and expertise and the contribution therefore that an individual may make to a particular Committee of Council. The Leader of Council and the General Secretary shall be

- entitled to receive notice of and attend at all Committee of Council meetings but shall have no vote.
- 59 Each Committee of Council shall have a secretary appointed as such by the General Secretary who shall be an employee of The Association. A meeting of any Committee of Council shall be convened by the secretary giving notice to the members of such Committee.
- 60 A member of a Committee of Council may only participate in a meeting of that Committee if present at a meeting either in person or by telephonic communication or some other communication equipment, so that he can speak to each of the others, and to be heard by each of the others simultaneously. Such a meeting shall be deemed to take place where the chairman of the meeting then is.
- 61 In the event that a Committee of Council meeting is or becomes temporarily inquorate the chairman of the Committee meeting shall be entitled at his discretion to adjourn the commencement or conduct of the Committee meeting for a period of up to 30 minutes, and to commence or recommence the meeting when a quorum has been achieved. If a quorum is not achieved, or cannot be sustained the chairman of the committee shall declare the Committee meeting at an end.
- A quorum will be deemed to be present even if a member or members of the Committee is or are obliged to retire temporarily from the Committee meeting for any reason and provided that at least three members remain, the Committee shall conduct the business in question.
- 62 In the absence of the chairman of the Committee of Council from any Committee meeting, the vice chairman shall chair a Committee meeting and if neither is present then the members present shall nominate one of their number to act as chairman for the purposes of that Committee meeting.
- 63 In exceptional circumstances, the chairman of a Committee of Council may ask each member of a Committee to make a decision in writing on a specific matter. In such exceptional circumstances, a meeting shall not be required. A decision in writing signed by more than 50% of the members of a Committee entitled to receive notice of a meeting of that Committee shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held, and may consist of several documents in the like form each signed by one or more member or members of the committee, provided that such will be effective only if it can be demonstrated that every member of the Committee received notice of the proposed matter. Any such decision shall be minuted as a written decision of the committee and shall be signed by the chairman of the Committee meeting.
- 64 Subject to any relevant provision in the Articles, Rules or these Standing Orders to the contrary, a committee or any panel, any division or any board or any sub-committee or any commission of Council may adopt such procedures for the consideration of a matter as it considers appropriate. The chairman of a meeting shall be responsible for all matters of procedure relating to such meeting and his decision on such matters will be final and binding. Each member of a committee shall have one vote and the chairman of the committee meeting shall, in the event of a tie, have a casting vote.

## MINUTES

- 65 All resolutions and proceedings of Committees of Council in meetings or otherwise, and the names of those present at any meeting, shall be minuted and be submitted to Council and shall be subject to the approval of Council (save where expressly stated in the Rules or Standing Orders to the contrary).
- 66 The minutes of a meeting of a Committee of Council if signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be conclusive evidence of the matters stated in such minutes.

- 67 The minutes of all committee meetings shall be printed and a copy sent with the notice calling the next meeting of Council.

#### STANDING ORDERS (INTERPRETATION AND AMENDMENT)

- 68 In these Standing Orders, and unless otherwise expressed, defined terms shall have the same meanings as set out in the Articles and in the event of any conflict between these Standing Orders and the Articles, the provisions of the Articles shall prevail.
- 69 Subject to the powers given to Council in the Articles, these Standing Orders shall be as recommended by Council from time to time. Proposals to amend the Standing Orders may only be made by the Board or Council.

#### DIVISIONS

- 70 In May each year, the Secretary shall send a form of nomination with a list of all the Divisions and the Full Member Clubs comprising them to each Full Member Club. The form shall invite nomination of candidates. To be valid, such form must be duly completed and returned to the Secretary within 14 days of the date that the Secretary sent such form out (such form may be returned by post, e-mail or fax). The relevant deadline will be set out on the form and no form received after this time will be accepted.
- 71 A candidate for election as a relevant Divisional Representative shall be a member of a Full Member Club within the relevant Division and shall be required to abide by a Code of Conduct to be agreed by Council from time to time. A candidate must be nominated by three Full Member Clubs in the Division. Full Member Clubs shall only nominate one candidate. Such nomination shall be signed by the chairman, chief executive or secretary for and on behalf of the Full Member Club. If in any Division no candidate is nominated, the Secretary shall report the circumstances to Council who may fill the vacancy or act in such other manner as it considers appropriate.
- 72 If only one candidate is nominated for a Division, the Secretary shall declare the candidate elected. If more than one candidate is nominated for any Division the Secretary shall forthwith, after the time fixed for the close of nominations to be a Divisional Representative, send a list of the candidates nominated and a form of voting paper to each Full Member Club in every such Division, and such voting paper shall be duly completed and returned to the Secretary not later than seven days from the day after the date upon which the same is sent by the Secretary (such voting paper may be returned by fax, e-mail or post). The relevant deadline shall be set out on the voting paper and no voting papers received after this time will be accepted.
- 73 Where there are two candidates for any Division, the candidate receiving the greater number of votes shall be declared duly elected. If there is a tie, a further election shall be held and if there is still a tie, election shall be by the drawing of lots. Where there are more than two candidates for any Division, unless one candidate has more than 50% of the votes cast in the Division, the candidate receiving the least number of votes shall withdraw. In the event that there is more than one candidate who receives the lowest number of votes, there shall be a ballot to determine who should withdraw and a further ballot or ballots be taken until a candidate is elected in accordance with these Standing Orders. All voting shall be by way of a secret ballot. The Leader of Council (or his nominee) shall be authorised to rule on all matters of procedure relating to Standing Orders 70 to 73 (inclusive) and his decision on such matters shall be final and binding.

**TRANSITIONAL PROVISIONS**

- 74 The foregoing Standing Orders are to be read having regard and subject to the transitional provisions set out immediately below.
- 75 Those Members of Council who are Vice-Presidents as at the date of adoption of these Standing Orders or who are Vice-Presidents at the date of adoption of these Standing Orders and who subsequently become Life Vice-Presidents or Senior Vice-Presidents are not subject to either Article 133 or Standing Order 37. Such persons shall continue to be able to vote in their capacities as Vice-Presidents and/or Life Vice-Presidents or Senior Vice-Presidents until they are no longer Members of Council.
- 76 Those Members of Council who are Life Vice-Presidents or Senior Vice-Presidents who hold such positions as at the date of adoption of these Standing Orders shall not be subject to either Article 130 or Standing Order 38. Such persons shall continue to be able to vote in their capacities as Life Vice-Presidents or Senior Vice-Presidents until they are no longer Members of Council.

## THE PROFESSIONAL GAME BOARD

A Committee of the Board of Directors of The Football Association  
(UK Registered Number: 00077797)

Wembley Stadium, PO Box 1966, HA9 0WS

### TERMS OF REFERENCE FOR THE OPERATION OF THE THE PROFESSIONAL GAME BOARD

#### 1 INTRODUCTION

- 1.1 Pursuant to the Articles of Association (the “**Articles**”) of The Football Association (“**The Association**”), the Board of Directors of The Association (the “**FA Board**”) has resolved to establish a committee of the FA Board to be known as the Professional Game Board (the “**PGB**”) which will perform on behalf of the FA Board certain delegated functions in relation to the Professional Game in accordance with the Laws of the Game (each as defined in the Articles) as they affect those football clubs who play from time to time in The FA Premier League and The Football League (each as defined in the Articles) (“**Clubs**”). The FA Board has, with the authority of the Articles, provided for the due discharge by the PGB of the functions referred to above, in accordance with these terms of reference (“**Terms**”).
- 1.2 Unless otherwise defined in these Terms, words and expressions shall have the same meaning as set out in the Articles, as amended from time to time.

#### 2 DEFINITIONS

In these Terms:

“**Budget**” means the operating budget for The Association, together with any forecasts, as approved by the FA Board from time to time;

“**Committee Members**” means those persons appointed from time to time to the PGB in accordance with Clause 4.1;

“**Committee Secretary**” means the Professional Game General Manager, or any person on his behalf appointed by the PGB from time to time to act as the secretary of the PGB;

“**Effective Date**” means 29th May 2007;

“**FAPL Committee Members**” means those persons appointed in accordance with Clause 4.1.1;

“**FL Committee Members**” means those persons appointed in accordance with Clause 4.1.2;

“**PGB Chairman**” means the chairman of the PGB, as appointed from time to time in accordance with Clause 8;

“**PGB Deputy Chairman**” means the deputy chairman of the PGB, as appointed from time to time in accordance with Clause 8;

“**Professional Game Distributions**” means that part of the Distributable Surplus that shall have been allocated by the FA Board as distributions to the Professional Game, in accordance with the Funding Formula; and

“**Professional Game General Manager**” means an executive engaged by The Association and appointed by the FA Board, with the approval of the PGB, to act as a dedicated senior officer of the PGB.

### 3 ESTABLISHMENT AND PURPOSE

- 3.1 The PGB is established as a committee of the FA Board and the FA Board has delegated to the PGB power to undertake the following functions, subject always to Clause 4.3 of these Terms:
- 3.1.1 in relation to The Football Association Challenge Cup, (“**The FA Cup**”) and The FA Community Shield (“**The Community Shield**”), administering the FA Board’s policy on or deciding on (i) all administrative and operational issues relating to the FA Board’s policy for both competitions for which approval is required by, or on behalf of, the Chief Executive, and (ii) the level of and conditions for distributions to Clubs from the First Round proper onwards by way of prize funds from The FA Cup, draws and representative roles at The FA Cup and Community Shield matches, and insofar as it is not a matter for the FRA or the Judicial Panel, the convening of disciplinary commissions to consider breaches of the rules and regulations of The FA Cup and Community Shield including making decisions arising out of the competition and the Regulations, accepting entries and making exemptions from the First Round proper onwards in relation to The FA Cup PROVIDED ALWAYS THAT the FA Board shall retain and reserve the responsibility for determining all commercial issues (including the sale and exploitation of sponsorship, broadcasting and licensing rights) and any decisions relating to the structure, format, and regulation of The FA Cup and the Community Shield and, insofar as it is not a matter for Council, drafting of rules and regulations of The FA Cup and Community Shield, and such matters shall not be delegated to the PGB;
  - 3.1.2 in relation to all England youth and mens’ representative teams (“**England Teams**”), administering the FA Board’s policy on all administrative and operational issues for which approval is required by, or on behalf of, the Chief Executive, including, but without limitation, the approval of protocol for the call up and selection of players, the levels and terms of insurance of players and in respect of the England mens’ representative under 19, under 21 and senior teams, the representative and ambassadorial roles at, their matches, PROVIDED ALWAYS THAT the FA Board shall retain and reserve the responsibility for determining all commercial issues relating to all England Teams (including the sale and exploitation of sponsorship, broadcasting and licensing rights, and any conditions for the staging of matches) and the decision on the appointment of the head coach and all senior coaching and support staff, including medical staff, and such matters shall not be delegated to the PGB;
  - 3.1.3 deciding on the allocation and disbursement of the Professional Game Distributions and the implementation and monitoring on behalf of the FA Board of any conditions attached by the FA Board to the Professional Game Distributions;
  - 3.1.4 liaising and consulting with and making recommendations to the FA Board on any matters relating to the Professional Game debated by the FA Board where the FA Board has asked for advice on behalf of the Professional Game;
  - 3.1.5 liaising and consulting with and advising the FA Board on its consideration from time to time of the Budget in accordance with the Funding Formula, to the extent that the same affects the Professional Game Distributions;
  - 3.1.6 making recommendations and decisions relating to medical, sports science and nutrition and fitness issues as the same affect or impact upon the Professional Game;



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- 3.1.7 making recommendations to the FA Board of the annual fixture schedule as the same relates to the Professional Game, including the approval of the scheduling of Senior Representative Teams fixtures and venue selection, and liaising with FIFA and UEFA regarding the same to the extent that such liaison is required, PROVIDED ALWAYS THAT the final decision on the annual fixture schedule shall remain with and be reserved to the FA Board;
  - 3.1.8 making recommendations to the FA Board on the policy that the FA Board shall adopt in relation to FIFA, UEFA, other football associations' and confederations' policies and having discussions as the same may affect or impact upon the Professional Game, and making recommendations to the FA Board on the persons that the FA Board shall appoint or propose to committees and panels of FIFA and UEFA which affect or impact upon the Professional Game;
  - 3.1.9 approving, where required, on behalf of the FA Board, policies and reports relating to the Professional Game adopted by The Association with the Independent Football Commission, and supporters representatives relating to customer issues in the Professional Game, and receiving reports and making recommendations to the FA Board and/or the Football Regulatory Authority of The Association from the periodic meetings of the "Six Secretaries";
  - 3.1.10 implementing and monitoring policies set by the FA Board relating to the development of players, and coaches in the Professional Game, and any initiatives designed to approve and promote standards in relation to the same, including policy matters and initiatives relating to football played by children under 18 within the Professional Game, together with the disbursement of funds allocated by the FA Board to such issues;
  - 3.1.11 liaising on matters of policy with any committees or other relevant bodies established in connection with refereeing, equality, child protection or any other issues, insofar as they affect the Professional Game;
  - 3.1.12 appointing individuals (including, as appropriate, National Game Representatives in numbers at least no less than as at the Effective Date) to, delegating the appropriate power to and operating the following sub-committees and other bodies;
    - (i) the Technical Control Board;
    - (ii) the FA Cup Committee; and
    - (iii) the International Committee;
  - 3.1.13 appointing, where appropriate, Professional Game Representatives to the Football Regulatory Authority;
  - 3.1.14 determining applications for UEFA Club Licences in accordance with the terms of the UEFA-accredited Club Licensing Manual, devising and amending the UEFA Club Licensing Manual and otherwise fulfilling all aspects of the UEFA Club Licensing regime on behalf of the FA Board; and
  - 3.1.15 such other responsibilities and activities as the FA Board may from time to time decide.
- 3.2 The Association will disband its existing committees and bodies which, prior to the Effective Date, have the same functions as those listed in Clause 3.1.12 (if any), and as at the Effective Date, their respective functions will be transferred to the PGB and its sub-committees, as appropriate.

#### 4 MEMBERSHIP

- 4.1 Subject to Clauses 5 and 6 below, the Committee Members of the PGB shall comprise:
- 4.1.1 four (4) FAPL Committee Members, who shall be appointed in writing by The FA Premier League to the FA Board from time to time. A FAPL Committee Member may be a person who is: (i) a director or officer of a football club in membership of The FA Premier League; (ii) a Professional Game Representative; or (iii) the chairman, Chief Executive officer or other officer of The FA Premier League, PROVIDED ALWAYS THAT at least two FAPL Committee Members are Professional Game Representatives; and
- 4.1.2 four (4) FL Committee Members, who shall be appointed in writing by The Football League to the FA Board from time to time. A FL Committee Member may be a person who is: (i) a director or officer of a football club in membership of The Football League; (ii) a Professional Game Representative; or (iii) the chairman, Chief Executive officer or other officer of The Football League, PROVIDED ALWAYS THAT at least two FL Committee Members are Professional Game Representatives.
- 4.2 The following shall be entitled to receive notice of, attend and speak at meetings of the PGB but shall not be entitled to vote on any matters at meetings of the PGB:
- 4.2.1 the Chairman of The Association;
- 4.2.2 the Chief Executive of The Association;
- 4.2.3 the senior financial officer of The Association;
- 4.2.4 the Company Secretary of The Association;
- 4.2.5 the Professional Game General Manager;
- 4.2.6 a representative of The Football Conference, who may be a director or officer of a football club in membership of the Football Conference, a member of the management committee of an unincorporated member of The Football Conference or the chairman, Chief Executive officer or other officer of The Football Conference; and
- 4.2.7 the Chief Executive officer of each of The FA Premier League and The Football League (or their alternates), if neither such person is already a member of the PGB pursuant to Clauses 4.1.1 and 4.1.2.
- 4.3 Subject to Clause 9 of these Terms, the Committee Members may exercise all such powers of the PGB, and do on behalf of the PGB all such acts as may be exercised and done by the PGB, and as are not by statute or by these Terms required to be exercised or done by Council, the shareholders of The Association or the FA Board or in some other manner, PROVIDED NEVERTHELESS THAT the PGB may do nothing which contravenes or is inconsistent with: (i) any policy or decision of the FA Board; (ii) the Budget; (iii) the Funding Formula; (iv) the Professional Game Distributions (and any conditions attached by the FA Board thereto); or (v) any provision of the Memorandum of Association of The Association, the Articles, the Standing Orders, the Rules or any rules and regulations of The Association, FIFA and/or UEFA in force from time to time or any other agreement entered into by The Association with the agreement of the FA Board or under a general power delegated by the FA Board.
- 4.4 The Committee Members for the time being may act notwithstanding any vacancy in their number but, if there are fewer than the number fixed as the quorum, the continuing Committee Members or Committee Member may act only for the purpose of procuring that vacancies are filled.

4.5 In addition, and without prejudice to any other powers hereby or by law conferred on the PGB, the PGB may from time to time and for such period and to such extent and generally on such terms as the Committee Members shall think fit, delegate to Committee Members and/or any other employee of The Association engaged in or in connection with the management, administration, organisation and conduct of the affairs of the PGB (including, for the avoidance of doubt, the Professional Game General Manager) any powers and duties of the PGB as may be reasonable.

4.6 Each Committee Member may be paid an attendance allowance in respect of his attendance at meetings of the Committee Members at the level determined by the FA Board, together with reimbursement of out-of-pocket expenses.

## **5 APPOINTMENT AND RETIREMENT OF COMMITTEE MEMBERS**

5.1 Subject to Clauses 5.3 and 6 below, each FAPL Committee Member shall hold office for so long as The FA Premier League wishes for that person to remain as a Committee Member of the PGB.

5.2 Subject to Clauses 5.3 and 6 below, each FL Committee Member shall hold office for so long as The Football League wishes for that person to remain as a Committee Member of the PGB.

5.3 No person may be appointed as a Committee Member:

5.3.1 unless he has attained the age of 18 years; or

5.3.2 in circumstances such that, had he already been a Committee Member, he would have been disqualified from acting under the provisions of Clause 6.

## **6 DISQUALIFICATION OF COMMITTEE MEMBERS**

The office of a Committee Member shall be vacated if:

6.1 by notice in writing to the FA Board he resigns from the PGB; or

6.2 being a FAPL Committee Member, he is removed in writing by The FA Premier League; or

6.3 being a FL Committee Member, he is removed in writing by The Football League; or

6.4 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

6.5 being a director, he ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or

6.6 he is absent from three consecutive meetings of the PGB without the consent of the PGB Chairman and the FA Board resolves that he should cease to hold office; or

6.7 he dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or

6.8 he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or

6.9 he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate).

**7 PROCEEDINGS OF THE PGB**

- 7.1 The PGB may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, PROVIDED THAT such meetings are held ideally once per month and at least six times during every calendar year. Unless otherwise determined in writing by the FA Board, a minimum of four Committee Members, which must comprise at least two FAPL Committee Members and at least two FL Committee Members, shall be a quorum. Questions arising at any meeting shall be decided by simple majority and in cases of equality of votes, the chairman of the meeting shall not have a second or casting vote.
- 7.2 The PGB Chairman or two Committee Members may, and on the written request of the PGB Chairman or such Committee Members, the Committee Secretary shall, at any time, summon a meeting of the PGB by written notice served upon all Committee Members.
- 7.3 A meeting of the PGB at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the PGB generally under these Terms.
- 7.4 The PGB may delegate any of its powers to committees consisting of such Committee Members or employees of The Association or others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the PGB. The meetings and proceedings of any such committee shall be governed by regulations made by the PGB (if any).
- 7.5 All acts bona fide done by any meeting of the PGB or of any committee of the PGB, or by any person acting as a member of the PGB or committee thereof shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Committee Member or member of the committee as the case may be.
- 7.6 All or any of the Committee Members or of the members of any committee of the PGB may participate in a meeting of the PGB or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 7.7 The PGB shall cause proper minutes to be made of all appointments made by them and of the proceedings of all meetings of the PGB and of committees of the PGB, and all business transacted at such meetings, which minutes shall be made available to the FA Board and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The PGB shall make available to Council the minutes of any such meetings which shall inform Council of the matters deliberated at any such meetings and any decisions taken, but the PGB Chairman shall be able to determine if any matters need not be summarised to Council due to confidentiality, commercial sensitivity or by reason of law or statute.
- 7.8 A resolution in writing signed by all the Committee Members or by all the members for the time being of any committee of the PGB who are entitled to receive notice of a meeting of the PGB or of such committee shall be as valid and effectual as if it had been passed at a meeting of the PGB or of such committee duly convened and constituted, as the case may be. Any such written instrument may be in several parts each signed by one or more Committee Members or members of the committee as the case may be.

**8 PGB CHAIRMAN AND PGB DEPUTY CHAIRMAN**

- 8.1 The first PGB Chairman shall be appointed by and from among the Committee Members for a term of one year and the first PGB Deputy Chairman shall also be appointed by and from among the Committee Members for a term of one year. If the first PGB Chairman is a FL Committee Member, the first PGB Deputy Chairman shall be a FAPL Committee Member and vice versa.
- 8.2 Thereafter, the position of the PGB Chairman shall rotate on an annual basis so that if the retiring PGB Chairman was a FL Committee Member, the next PGB Chairman (who shall hold the office for a term of one year) shall be appointed by and from among any of the FAPL Committee Members and vice versa. The position of the PGB Deputy Chairman shall also rotate on an annual basis so that if the retiring PGB Deputy Chairman was a FAPL Committee Member, the next PGB Deputy Chairman (who shall hold the office for a term of one year) shall be appointed by and from among any of the FL Committee Members and vice versa.
- 8.3 The Committee Members may at any other time appoint a person to be the PGB Chairman in order to fill a vacancy arising mid-term, PROVIDED THAT if the vacating PGB Chairman was a FAPL Committee Member, his replacement shall be a FAPL Committee Member and if the vacating PGB Chairman was a FL Committee Member, his replacement shall be a FL Committee Member. Likewise, the Committee Members may at any other time appoint a person to be the PGB Deputy Chairman in order to fill a vacancy arising mid-term, PROVIDED THAT if the vacating PGB Deputy Chairman was a FAPL Committee Member, his replacement shall be a FAPL Committee Member and if the vacating PGB Deputy Chairman was a FL Committee Member, his replacement shall be a FL Committee Member. Any such PGB Chairman or PGB Deputy Chairman appointed in accordance with this Clause 8.3 is to retire at the time the vacating PGB Chairman or PGB Deputy Chairman, as the case may be, would otherwise have retired.
- 8.4 The entirety of Clauses 8.1 to 8.3 are subject to Clause 8.5 below.
- 8.5 Each of the PGB Chairman and PGB Deputy Chairman shall cease to hold such appointment forthwith upon ceasing to be a Committee Member.
- 8.6 The PGB Chairman shall preside as chairman at all meetings of the PGB at which he shall be present, but if he is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside, the PGB Deputy Chairman shall preside, and if he is not present at that time or is unwilling to preside, those Committee Members present shall choose one of the other Committee Members to preside at that meeting.

**9 RESTRICTIONS**

The PGB will not authorise or commit The Association to expenditure in excess of the Professional Game Distributions nor borrow from any source, nor pledge nor grant any security or right over any of the assets of The Association to any third party, without the prior written consent of the FA Board.

**10 AMENDMENT**

These Terms shall not be amended in any way save with the prior written agreement of the FA Board. Any amendment made pursuant to this Clause 10 shall be binding on the Committee Members, all employees of The Association, all members of any sub-committees of the PGB and any others acting in any capacity for the PGB whatsoever, with immediate effect.

## THE NATIONAL GAME BOARD

A Committee of the Board of Directors of The Football Association  
(UK Registered Number: 00077797)

Wembley Stadium, PO Box 1966, HA9 OWS

## TERMS OF REFERENCE FOR THE OPERATION OF THE NATIONAL GAME BOARD

### 1 INTRODUCTION

- 1.1 Pursuant to the Articles of Association (the “**Articles**”) of The Football Association (“**The Association**”), the Board of Directors of The Association (the “**FA Board**”) has resolved to establish a committee of the FA Board to be known as the National Game Board (the “**NGB**”) which will perform on behalf of the FA Board certain delegated functions in relation to the National Game in accordance with the Laws of the Game (each as defined in the Articles). The FA Board has, with the authority of the Articles provided for the due discharge by the NGB of the functions referred to above, in accordance with these terms of reference (“**Terms**”).
- 1.2 Unless otherwise defined in these Terms, words and expressions shall have the same meaning as set out in the Articles, as amended from time to time.

### 2 DEFINITIONS

In these Terms:

“**Budget**” means the operating budget for The Association, together with any forecasts, as approved by the FA Board from time to time;

“**Committee Members**” means those persons appointed or elected from time to time to the NGB in accordance with Clause 4.1;

“**Committee Secretary**” means the National Game General Manager, or any person on his behalf appointed by the NGB from time to time to act as the secretary of the NGB;

“**Competitions Committees Member**” means any person appointed as a representative of the committees representing the Competitions known as “The FA Trophy”, “The FA Vase”, and “The FA Sunday Cup” in accordance with Clause 4.1.2;

“**Council Committee Members**” means those persons who are elected in accordance with Clause 4.1.4;

“**Effective Date**” means [29th May 2007];

“**NG Board Committee Members**” means those persons appointed in accordance with Clause 4.1.1;

“**NGB Chairman**” means the chairman of the NGB, as appointed from time to time in accordance with Clause 7;

“**NGB Deputy Chairman**” means the deputy chairman of the NGB, as appointed from time to time in accordance with Clause 7;

“**National Game Distributions**” means that part of Distributable Surplus that shall have been allocated by the FA Board as distributions to the National Game, in accordance with the Funding Formula;

“**National Game General Manager**” means an executive officer engaged by The Association and appointed by the FA Board, with the approval of the NGB, to act as a dedicated senior officer of the NGB; and

“**Schools’ Committee Member**” means any person appointed in accordance with Clause 4.1.3.

### 3 ESTABLISHMENT AND PURPOSE

- 3.1 The NGB is established as a committee of the FA Board and the FA Board delegates to the NGB power to undertake the following functions, subject always to Clause 4.3 of these Terms:
- 3.1.1 making recommendations to, and implementing and monitoring policies set by, the FA Board, in relation to the promotion and raising of standards of participation in all forms of association football at all levels within the National Game, including, but without limitation, men's football at 11-a side levels, small-sided football, futsal, youth football, schools football and disability football;
  - 3.1.2 making recommendations to, and implementing and monitoring policies set by, the FA Board, in relation to the raising of standards in the way that the game of association football is administered, governed and organised in the National Game, by leagues, County Associations and Other Football Associations;
  - 3.1.3 making decisions on the allocation and disbursement of the National Game Distributions and the implementing and monitoring on behalf of the FA Board of any conditions attached by the FA Board to the National Game Distributions;
  - 3.1.4 liaising and consulting with the FA Board in its consideration from time to time of the Budget in accordance with the Funding Formula, to the extent that the same affects the National Game Distributions;
  - 3.1.5 making recommendations to the FA Board of the annual fixture schedule as the same relates to the National Game, PROVIDED ALWAYS THAT the final decision on the annual fixture schedule shall remain with and be reserved to the FA Board;
  - 3.1.6 making recommendations to the FA Board on the policy that the FA Board shall adopt in relation to FIFA, UEFA, other football associations' and confederations' policies and having discussions as the same may affect or impact upon the National Game, and making recommendations to the FA Board on the persons that the FA Board shall appoint or propose to committees and panels of FIFA and UEFA which affect or impact upon the National Game;
  - 3.1.7 implementing and monitoring policies set by the FA Board relating to the development of players, and coaches in the National Game including the disbursement of funds allocated by the FA Board to such issues;
  - 3.1.8 liaising on matters of policy with any committees or other relevant bodies established in connection with refereeing, equality, child protection or any other issues insofar as they affect the National Game;
  - 3.1.9 liaising and consulting with and making recommendations to the FA Board or any matters relating to the National Game debated by the FA Board where the FA Board has asked for advice on behalf of the National Game;
  - 3.1.10 appointing members of and delegating the appropriate power to, and operating the following sub-committees and other bodies;
    - (i) the National Game Finance Committee;
    - (ii) the Football Development Committee;
    - (iii) the Small-Sided Football Committee;
    - (iv) the County Planning, Training and Administration Committee;
    - (v) the FA Trophy Committee;
    - (vi) the FA Vase Committee;
    - (vii) the FA Sunday Cup Committee;
    - (viii) the Pitches and Facilities Committee;
    - (ix) the League Finance Committee; and
    - (x) the Disability Football Committee.

- 3.1.11 appointing, where appropriate, National Game Representatives to the Football Regulatory Authority; and
  - 3.1.12 such other responsibilities and activities as the FA Board may from time to time decide.
- 3.2 The Association will disband its existing committees and bodies which, prior to the Effective Date, have the same functions as those listed in Clause 3.1.10 (if any), and as at the Effective Date, their respective functions will be transferred to the NGB and its subcommittees, as appropriate.

#### 4 MANAGEMENT

- 4.1 Subject to Clause 5 below, the Committee Members of the NGB shall comprise:
- 4.1.1 the NG Board Committee Members, who are the National Game Representatives elected to the FA Board from time to time in accordance with the Articles;
  - 4.1.2 the Competitions Committees Member, who is appointed in writing by the FA Trophy Committee, the FA Vase Committee and the FA Sunday Cup Committee, when and if so established by the NGB (the "FA Competition Committees"), acting jointly for the purpose of making such appointment. Where they are unable to agree, the FA Board shall determine who shall act as the Competitions Committee Member;
  - 4.1.3 the Schools' Committee Member, who is appointed in writing by both The English Schools' Football Association and The Independent Schools' Football Association from time to time, acting jointly for the purpose of making such appointment. Where they are unable to agree, the FA Board shall determine who shall act as the Schools' Committee Member; and
  - 4.1.4 eight (8) Council Committee Members, who are elected by Council from the National Game Representatives from time to time in accordance with the Articles.
- 4.2 The following shall be entitled to receive notice of, attend and speak at meetings of the NGB but shall not be entitled to vote on any matters at such meetings:
- 4.2.1 the Chairman of The Association;
  - 4.2.2 the Chief Executive of The Association;
  - 4.2.3 the senior financial officer of The Association;
  - 4.2.4 the Company Secretary of The Association; and
  - 4.2.5 the National Game General Manager.
- 4.3 Subject to Clause 8 of these Terms, the Committee Members may exercise all such powers of the NGB, and do on behalf of the NGB all such acts as may be exercised and done by the NGB, and as are not by statute or by the FA Board or these Terms required to be exercised or done by Council, the shareholders of The Association or the FA Board or in some other manner, PROVIDED NEVERTHELESS THAT the NGB may do nothing which contravenes or is inconsistent with: (i) any policy or decision of the FA Board; (ii) the Budget; (iii) the Funding Formula; (iv) the National Game Distributions (and any conditions attached by the FA Board thereto); or (v) any provision of the Memorandum of Association of The Association, the Articles, the Standing Orders, the Rules or any other rules and regulations of The Association, FIFA and/or UEFA in force from time to time or any other agreement entered into by The Association with the agreement of the FA Board or under a general power delegated by the FA Board.
- 4.4 The Committee Members for the time being may act notwithstanding any vacancy in their number but, if there are fewer than the number fixed as the quorum, the continuing Committee Members or Committee Member may act only for the purpose of procuring that vacancies are filled.



- 4.5 In addition, and without prejudice to any other powers hereby or by law conferred on the NGB, the NGB may from time to time and for such period and to such extent and generally on such terms as the Committee Members shall think fit, delegate to any Committee Member or Committee Members and/or any other employee of The Association engaged in or in connection with the management, administration, organisation and conduct of the affairs of the NGB, (including, for the avoidance of doubt, the National Game General Manager) any powers and duties of the NGB as may be reasonable.
- 4.6 Each Committee Member may be paid an attendance allowance in respect of his attendance at meetings of the Committee Members at the level determined by the FA Board, together with reimbursement of out-of-pocket expenses.

## **5 APPOINTMENT, RETIREMENT, DISQUALIFICATION AND REMOVAL OF COMMITTEE MEMBERS**

- 5.1 Subject to Clauses 5.2 and 5.3, the terms of office of each of the Committee Members is as follows:
- 5.1.1 NG Board Committee Members shall each hold office for so long as they are elected to the FA Board;
- 5.1.2 the terms of office of the Council Committee Members are as set out in the Articles. For the avoidance of doubt, as on the Effective Date, the terms of office of each of the Council Committee Members shall continue as they were prior to the Effective Date and shall not be considered interrupted for the purposes of determining who is due to retire and when;
- 5.1.3 the Schools' Committee Member shall hold office for so long as the English Schools' Football Association and the Independent Schools' Football Association acting jointly decide. Where there is no agreement, the FA Board shall determine when such person is to retire; and
- 5.1.4 the Competition Committee Member shall hold office for so long as the FA Competition Committees acting jointly decide. Where there is no agreement, the FA Board shall determine when such person is to retire.
- 5.2 Any provisions relating to the appointment and retirement of a Committee Member are as set out in the Articles PROVIDED THAT no person is appointed as a Committee Member:
- 5.2.1 unless he has attained the age of 18 years; or
- 5.2.2 in circumstances such that, had he already been a Committee Member, he would have been disqualified from acting under the provisions of Clause 5.3.
- 5.3 Any provisions relating to the disqualification and removal of a Committee Member shall be as set out in the Articles and furthermore, the office of a Committee Member shall be vacated if:
- 5.3.1 the Committee Members resolve that he shall be removed as a Committee Member; or
- 5.3.2 by notice in writing to the FA Board, he resigns from the NGB; or
- 5.3.3 being a NG Board Committee Member, he is removed from or vacates his office as a National Game Representative on the FA Board; or
- 5.3.4 being a Council Committee Member, he is removed from or vacates his office as a National Game Representative; or
- 5.3.5 being a Competitions Committees Member, he is removed in writing by a joint decision of the FA Competition Committees, or where appropriate, the FA Board; or

- 5.3.6 being a Schools' Committee Member, he is removed in writing by a joint decision of The English Schools' Football Association and The Independent Schools' Football Association, or where appropriate, the FA Board; or
- 5.3.7 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 5.3.8 being a director, he ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
- 5.3.9 he is absent from three consecutive meetings of the NGB without the consent of the NGB Chairman and the FA Board resolves that he should cease to hold office; or
- 5.3.10 he dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
- 5.3.11 he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
- 5.3.12 he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate); or
- 5.3.13 he has attained the age of seventy years, save that a serving Committee Member shall retire at the end of his term of office after attaining the age of seventy years.

## **6 PROCEEDINGS OF THE NGB**

- 6.1 The NGB may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, PROVIDED THAT such meetings are held ideally once per month and at least six times during every calendar year. Unless otherwise determined in writing by the FA Board, a minimum of eight Committee Members shall be a quorum, which must comprise at least two NG Board Committee Members and two Council Committee Members and either the NGB Chairman or the NGB Deputy Chairman must be present in person. Questions arising at any meeting shall be decided by a majority of votes and in cases of equality of votes, the chairman of the meeting shall have a second or casting vote.
- 6.2 On the written request of either the NGB Chairman or two Committee Members, the Committee Secretary shall, at any time, summon a meeting of the NGB by written notice served upon all Committee Members.
- 6.3 A meeting of the NGB at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the NGB generally under these Terms.
- 6.4 The NGB may delegate any of its powers to committees consisting of such Committee Member or Committee Members or employees of The Association or others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the NGB. The meetings and proceedings of any such committee shall be governed by regulations made by the NGB (if any).
- 6.5 All acts bona fide done by any meeting of the NGB or of any committee of the NGB, or by any person acting as a member of the NGB or a committee thereof, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a Committee Member or member of the committee as the case may be.

- 6.6 All or any of the Committee Members or of the members of any committee of the NGB may participate in a meeting of the NGB or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 6.7 The NGB shall cause proper minutes to be made of all appointments made by the NGB and of the proceedings of all meetings of the NGB and of committees of the NGB, and all business transacted at such meetings, which minutes shall be made available to the FA Board and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated. The NGB shall make available to Council the minutes of any such meetings which shall inform Council of the matters deliberated at any such meetings and any decisions taken, but the NGB Chairman shall be able to determine if any matters need not be summarised to Council due to confidentiality, commercial sensitivity or by reason of law or statute.
- 6.8 A resolution in writing signed by all the Committee Members or by all the members for the time being of any committee of the NGB who are entitled to receive notice of a meeting of the NGB or of such committee shall be as valid and effectual as if it had been passed at a meeting of the NGB or of such committee duly convened and constituted, as the case may be. Any such written instrument may be in several parts each signed by one or more Committee Members or members of the committee as the case may be.

## **7 NGB CHAIRMAN**

- 7.1 The NGB Chairman shall be appointed by and from among the Committee Members for a term of one year. Upon expiry of his first period of office, he shall be eligible for reappointment for further terms of one year each. For the avoidance of doubt, the entirety of this Clause 7.1 is subject to Clause 7.2 below.
- 7.2 The NGB Chairman shall cease to hold such appointment forthwith upon ceasing to be a Committee Member.
- 7.3 The Committee Members may at any other time appoint a person to be the NGB Chairman from among the Committee Members in order to fill a vacancy arising. Any such NGB Chairman appointed in accordance with this Clause 7.3 is to retire at the time the vacating NGB Chairman would otherwise have retired, subject to Clause 7.2 above.
- 7.4 The NGB Deputy Chairman shall be appointed by and from among the Committee Members for a term of one year. Upon expiry of his first period of office, he shall be eligible for re-appointment for further terms of one year each, PROVIDED THAT he shall cease to hold such appointment forthwith upon ceasing to be a Committee Member.
- 7.5 The NGB Chairman shall preside as chairman at all meetings of the Committee Members at which he shall be present, but if he is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside, the NGB Deputy Chairman shall preside, and if he is not present at that time or is unwilling to preside, those Committee Members present shall choose one of the other Committee Members to preside at that meeting.

## **8 RESTRICTIONS**

The NGB will not authorise or commit The Association to expenditure in excess of the National Game Distributions, nor borrow from any source nor pledge nor grant any security or right over any of the assets of The Association to any third party, without the prior written consent of the FA Board.

**9 AMENDMENT**

These Terms shall not be amended in any way save with the prior written agreement of the FA Board. Any amendment made pursuant to this Clause 9 shall be binding on the Committee Members, all employees of The Association, all members of any subcommittees of the NGB and any others acting in any capacity for the NGB whatsoever, with immediate effect.

## THE FOOTBALL REGULATORY AUTHORITY

A Division of The Football Association

(UK Registered Number: 77797)

Wembley Stadium, PO Box 1966, HA9 0WS

### TERMS OF REFERENCE FOR THE COMPOSITION AND OPERATION OF THE FOOTBALL REGULATORY AUTHORITY

#### 1 INTRODUCTION

- 1.1 Pursuant to the Articles of Association (the “**Articles**”) and the Standing Orders (the “**Standing Orders**”) of The Football Association (“**The Association**”), the Council of The Association (“**Council**”) has established The Football Regulatory Authority (the “**FRA**”) as a division of The Association in order to perform the regulatory, disciplinary and rule-making functions in relation to the game of association football played in England in accordance with the Laws of the Game, as defined in the Articles. Council has provided for the due discharge by the FRA of its functions as referred to above, in accordance with these terms of reference.
- 1.2 Unless otherwise defined in these terms of reference (the “**Terms**”), words and expressions shall have the same meaning as set out in the Articles or the Rules of The Association as amended from time to time.

#### 2 DEFINITIONS

In these Terms:

“**Appeal Board**” means any appeal board drawn from the Judicial Panel;

“**Appeal Board Chairman Panel**” means the panel of individuals from whom the chair of an Appeal Board is drawn;

“**Council Commissioners**” means those Members of Council who are appointed in accordance with Clauses 4.1.1, 4.1.2, 5.1 and 5.3

“**CR Officer**” means the person who is employed by The Association in accordance with Clause 4.5;

“**Effective Date**” means 29th May 2007;

“**FRA Budget**” means the budget for the establishment, development and operation of the FRA, as approved by the Board from time to time;

“**FRA Chairman**” means the chairman of the FRA, as appointed by the FRA Commissioners from time to time in accordance with Clause 8;

“**FRA Commissioners**” means the Council Commissioners and the Non-Council Commissioners;

“**Judicial Panel**” means the judicial panel established by Council from time to time;

“**Non-Council Commissioners**” means those individuals who are not Members of Council and who are appointed by the Council Commissioners from time to time to be FRA Commissioners in accordance with Clauses 4.1.3, and 5.4

“**Regulatory Commission**” means any regulatory commission drawn from the Judicial Panel.

#### 3 FRA ESTABLISHMENT AND PURPOSE

- 3.1 The FRA is established by Council as a division of The Association in order to be the regulatory, disciplinary and rule-making authority of The Association, and Council delegates

to the FRA powers to administer and exercise on behalf of The Association the powers and functions of The Association contained in Rules E to L (inclusive) and without limitation, to undertake the following with effect from the Effective Date:

- 3.1.1 formulating, proposing amendments to and publishing the Rules or any other relevant rule or regulation of The Association and any changes to them from time to time;
  - 3.1.2 making recommendations to Council in respect of changes made to these Terms and the terms of reference of the Judicial Panel;
  - 3.1.3 monitoring compliance with and detecting breaches or possible breaches of the Rules, the Laws of the Game, the statutes and regulations of UEFA and FIFA, the rules and regulations of each Affiliated Association and Competition or any other rule or regulation of The Association, or offences or possible offences under any of them;
  - 3.1.4 being responsible for disciplinary matters as provided for in the Rules and otherwise (save for those which Council or any of its committees is empowered to decide, or which are reserved for a Regulatory Commission and/or an Appeal Board) including but not limited to taking appropriate measures to detect, inquire into, investigate and prosecute breaches or possible breaches of the Rules, the Laws of the Game, the statutes and regulations of UEFA and FIFA, the rules and regulations of each Affiliated Association and Competition or any other rule or regulation of The Association, or offences or possible offences under any of them, and taking appropriate steps to enforce, apply and operate penalties and remedies in respect of any of them;
  - 3.1.5 reviewing, considering and advising on the independence and suitability of members of the Judicial Panel, the Appeal Board Chairman Panel and those persons appointed to Regulatory Commissions and Appeal Boards;
  - 3.1.6 convening and administering as may be necessary all commissions or appeal committees of The Association pursuant to the Rules and the regulations of The Association, except any Regulatory Commissions or Appeal Boards (for which see Clause 3.1.8);
  - 3.1.7 appointing members of and delegating the appropriate power to, and co-ordinating and controlling the operation of the following sub-committees and other bodies:
    - (i) a Rules and Regulations Sub-Committee;
    - (ii) a Compliance Monitoring Group;
    - (iii) a Disciplinary Sub-Committee; and
    - (iv) a Judicial Panel Monitoring Group;
  - 3.1.8 administering, but not delegating to or being responsible for the following bodies:
    - (i) all Regulatory Commissions; and
    - (ii) all Appeals Boards; and
  - 3.1.9 such other responsibilities and activities as Council may from time to time decide.
- 3.2 The Association shall disband its existing committees and bodies, which currently have the same functions as those listed in Clause 3.1.7 (if any, and including but not limited to the full Disciplinary Committee, the Disciplinary Sub-Committee and the Rules Committee) and their respective functions will be transferred to the FRA and its corresponding sub-committees and bodies, as appropriate, with effect from the Effective Date.

## 4 MANAGEMENT

- 4.1 Subject to Clauses 5 and 6 below, the FRA shall be managed by the FRA Commissioners consisting of:
- 4.1.1 up to four Council Commissioners who are National Game Representatives and who are appointed by the National Game Board ("NG Commissioners");
  - 4.1.2 up to four Council Commissioners who are Professional Game Representatives and who are appointed by the Professional Game Board ("PG Commissioners"); and
  - 4.1.3 up to four independent Non-Council Commissioners ("Independent Non-Council Commissioners or INCC") who are nominated by the Chief Regulatory Officer ("CRO") and appointed by majority vote of the Commissioners present at the FRA meeting at which the nomination is presented by the CRO. A person qualifies for such appointment if he/she is not, and has at no time in the immediately preceding three years been, a Member of Council.
- 4.2 The FRA Commissioners may exercise all such powers of the FRA, and on behalf of the FRA may carry out all such acts as may be exercised and done by the FRA, save for those which pursuant to these Terms, statute, the Rules and the regulations of The Association are prescribed to be authorised and/or exercised by Council, the shareholders of The Association or the Board of Directors of The Association or in some other manner, and PROVIDED NEVERTHELESS THAT the FRA may do nothing which contravenes or is inconsistent with any provision of the Memorandum of Association of The Association, the Articles, the Standing Orders, the Rules or the FRA Budget.
- 4.3 The FRA Commissioners for the time being may act notwithstanding any vacancy in their number but, if there are fewer FRA Commissioners than the number fixed as the quorum, the continuing FRA Commissioners or FRA Commissioner may act only for the purpose of procuring that vacancies are filled.
- 4.4 In addition, and without prejudice to any other powers hereby or by law conferred on the FRA, the FRA Commissioners may from time to time and for such period and to such extent and generally on such terms as the FRA Commissioners shall think fit, delegate to any FRA Commissioner or FRA Commissioners and/or any other employee of The Association or other person or persons engaged in or in connection with the management, administration, organisation and conduct of the affairs of the FRA, any powers and duties of the FRA Commissioners.
- 4.5 There shall be a CRO who will be a full-time employee of The Association and who shall be responsible for the day to day management of the FRA on behalf of the FRA Commissioners.
- 4.6 Pursuant to the FRA Budget, each FRA Commissioner may be paid an attendance allowance in respect of his/her attendance at meetings of the FRA Commissioners at the level determined by the Board, together with reimbursement of reasonable out-of-pocket expenses.

## 5 APPOINTMENT AND RETIREMENT OF FRA COMMISSIONERS

- 5.1 Subject to Clauses 5.3, 5.4 and 6, the FRA Commissioners may hold office for the following terms from the start of the first FRA Meeting after the Council Summer Meeting in July 2010:
- 5.1.1 two NG Commissioners may each hold office for a first term of three years and thereafter subject to Clause 5.6, shall be eligible for re-appointment for further terms of three years each.
  - 5.1.2 two remaining NG Commissioners may each hold office for a first term of two years and thereafter, subject to Clause 5.6 shall be eligible for re-appointment for further terms of three years each.

- 5.1.3 two PG Commissioners may each hold office for a first term of three years and thereafter, subject to Clause 5.6 shall be eligible for re-appointment for further terms of three years each.
- 5.1.4 two remaining PG Commissioners may each hold office for a first term of two years and thereafter subject to Clause 5.6 shall be eligible for re-appointment for further terms of three years each.
- 5.1.5 two INCC may each hold office for a first term of three years and thereafter, subject to Clause 5.6 shall be eligible for reappointment pursuant to the mechanism set out in Clause 4.1.3 above, for a further term of four years each.
- 5.1.6 two remaining INCC may each hold office for a first term of two years and thereafter, subject to Clause 5.6 shall be eligible for reappointment, pursuant to the mechanism set out in Clause 4.1.3 above for a further term of four years each.
- 5.2 The identities of the NG Commissioners, PG Commissioners, the INCC and any proposed Commissioners shall be available from the CRO.
- 5.3 The National Game Board or the Professional Game Board may at any time appoint a NG Commissioner or a PG Commissioner respectively, in order to fill a vacancy arising due to early retirement, removal or otherwise of their Commissioners. Any such Council Commissioners appointed thereby shall hold office for the terms set out in Clause 5.1 above. Such term shall be deemed to extend to the remainder of the current season in which the appointment becomes necessary in addition to the number of years of the term set out in Clause 5.1.
- 5.4 The FRA may at any time appoint an eligible person to be a INCC in order to fill a vacancy arising due to early retirement, removal or otherwise of an INCC. The eligible person shall be nominated by the CRO and appointed by majority vote of the Commissioners present at the FRA meeting at which the nomination is presented by the CRO. A person qualifies for such appointment if he/she is not and has at no time in the immediately preceding three years been a member of Council.
- 5.5 At the end of the respective terms set out herein, the relevant FRA Commissioners shall be deemed to have retired from office at the Council Summer Meeting in each year subject to re-election or re-appointment as applicable.
- 5.6 No person may be appointed as a FRA Commissioner:
- 5.6.1 unless he/she has attained the age of 18 years; or
- 5.6.2 in circumstances such that, had he/she already been a FRA Commissioner, he/she would have been disqualified from acting under the provisions of Clause 6.

## **6 DISQUALIFICATION OF FRA COMMISSIONERS**

The office of a FRA Commissioner shall be vacated forthwith if:

- 6.1 by notice in writing to the FRA Commissioners he/she resigns from the FRA (but only if at least two FRA Commissioners remain in office when the notice of resignation is to take effect); or
- 6.2 being a NG Commissioner or PG Commissioner, he/she ceases to be a Member of Council; or
- 6.3 being a PG Commissioner, he/she is removed from the office of PG Commissioner by the PGB; or
- 6.4 being a NG Commissioner, he/she is removed from the office of NG Commissioner by the NGB; or
- 6.5 being an INCC he/she becomes a Member of Council; or
- 6.6 he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally; or



- 6.7 being a director, he/she ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
- 6.8 he/she is absent from three consecutive meetings of the FRA Commissioners without the consent of the FRA Chairman and the FRA resolves that he/she should cease to hold office; or
- 6.9 he/she dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his/her own affairs; or
- 6.10 he/she no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" or equivalent provisions as shall be in force from time to time; or
- 6.11 he/she is subject of a decision of The Association, UEFA or FIFA that he/she be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate); or
- 6.12 he/she is convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the FRA or The Association; or
- 6.13 he/she is subject to a carried vote in the FRA of no confidence in that Commissioner and asking for a decision of the FRA to remove that Commissioner from office immediately or as from a specified time and date. The vote of no confidence requires that each Commissioner has been given notice of the vote by the CRO, or his/her nominee. The vote shall be held within 7 days of such notice being given to Commissioners such period to be determined by the Chairman. The vote of no confidence requires a vote of at least eight Commissioners having no confidence in that Commissioner. The reasons for the Commissioners voting that the CRO and/or Commissioner(s) has no confidence in the other Commissioner might be various, such as, but without being exhaustive, an inability to continue with the role of a Commissioner, improper or unreasonable behaviour or misconduct. The FRA shall record any exceptional circumstance, the reasons for seeking the vote of no confidence and the reasons for passing the vote of no confidence and deciding to remove that Commissioner from office.

## **7 PROCEEDINGS OF THE FRA COMMISSIONERS**

- 7.1 The FRA Commissioners may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, PROVIDED THAT such meetings are held at least six times during every year. Unless otherwise determined in writing by Council, six FRA Commissioners shall be a quorum, of which two shall be NG Commissioners, two shall be PG Commissioners and two shall be INCCs. Questions arising at any meeting shall be decided by a majority of votes and in cases of equality of votes, the chairman of the meeting shall have a second or casting vote. A meeting shall be deemed to be quorate where it would have satisfied the above requirements were it not for a Commissioner/ Commissioners being ineligible to vote and/or be present due to a conflict of interest.
- 7.2 A FRA Commissioner shall disclose to the other FRA Commissioners and not vote on any matter in which he/she has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the FRA. A FRA Commissioner shall not be counted in the quorum present at a meeting in relation to a resolution on which he/she is not entitled to vote. A FRA Commissioner shall not be present at any part of a meeting where his/her appointment or ceasing to act as a FRA Commissioner is discussed.
- 7.3 The FRA Chairman or three FRA Commissioners may at any time by written notice require the CRO to summon a Meeting of the FRA Commissioners as soon as it is practicable.
- 7.4 A meeting of the FRA Commissioners at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the FRA Commissioners generally under these Terms.

- 7.5 The FRA Commissioners may delegate any of their powers to committees consisting of such FRA Commissioner or FRA Commissioners or employees of The Association or others as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the FRA Commissioners. The meetings and proceedings of any such committee shall be governed by regulations made by the FRA Commissioners.
- 7.6 All acts bona fide done by any meeting of the FRA Commissioners or of any committee of the FRA Commissioners, or by any person acting as a committee member, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a FRA Commissioner or member of the committee as the case may be.
- 7.7 All or any of the FRA Commissioners or of the members of any committee of the FRA Commissioners may participate in a meeting of the FRA Commissioners or that committee (as the case may be) by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
- 7.8 The FRA Commissioners shall cause proper minutes to be made of all appointments made by them and of the proceedings of all meetings of the FRA Commissioners and of committees of the FRA Commissioners, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 7.9 A resolution in writing signed by all the FRA Commissioners or by all the members for the time being of any committee of the FRA Commissioners who are entitled to receive notice of a meeting of the FRA Commissioners or of such committee shall be as valid and effectual as if it had been passed at a meeting of the FRA Commissioners or of such committee duly convened and constituted, as the case may be. Any such written instrument may be in several parts each signed by one or more FRA Commissioner(s) or member(s) of the committee as the case may be.

## **8 FRA CHAIRMAN AND VICE CHAIRMAN**

- 8.1 The FRA Chairman shall be appointed by and from among the FRA Commissioners for a term of three years unless he/she resigns from the chair or ceases to be a FRA Commissioner.
- 8.2 Upon the expiry of his/her first period of office, the FRA Chairman shall be eligible for re-appointment for a further term of three years. The FRA Chairman shall be eligible for one further term of one year commencing from the start of the first FRA meeting following the 2013 Council Summer Meeting to the 2014 Council Summer Meeting.
- 8.3 The FRA Commissioners may at any other time appoint one of their number to be the FRA Chairman in order to fill a vacancy arising due to early retirement, removal or otherwise. Any such FRA Chairman appointed in accordance with this Clause 8.3 shall retire at the time the vacating FRA Chairman would otherwise have retired, subject to Clause 8.1 above.
- 8.4 A Vice Chairman of the FRA shall be appointed by the FRA Commissioners from amongst the FRA Commissioners, to hold office for three years and upon expiry of such period shall be eligible for re-appointment for a further three year term. The FRA Vice-Chairman shall be eligible for one further term of one year commencing from the start of the first FRA meeting following the 2013 Council Summer Meeting to the 2014 Council Summer Meeting. The

FRA Vice-Chairman shall cease to hold such appointment forthwith upon ceasing to be a FRA Commissioner or he/she resigns from the vice chair.

- 8.5 The FRA Chairman shall preside as chairman at all meetings of the FRA Commissioners at which he/she shall be present, but if he/she is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside the Vice Chairman of the FRA appointed pursuant to Clause 8.4 shall preside, and if he/she is not present at that time or is unwilling to preside, those FRA Commissioners present shall choose one of the other FRA Commissioners to preside at that meeting.

## **9 FINANCES**

- 9.1 The FRA Commissioners shall annually submit a budget to the Board for the purposes of the FRA Budget which shall (without limitation) include expenses of the Judicial Panel.
- 9.2 The FRA Commissioners shall enable The Association's finance department to keep proper books of account to enable accounts to be prepared which comply with the requirements of The Association.

## **10 AMENDMENT AND DISSOLUTION**

- 10.1 These Terms shall not be amended in any way save with the written agreement of Council. Any amendment made pursuant to this Clause 10.1 shall be binding on the FRA Commissioners, all employees of The Association and committee members of the FRA and any others acting in any capacity for the FRA whatsoever, with immediate effect.
- 10.2 The Council may, at any time, dissolve or withdraw any of the powers of the FRA.

## THE JUDICIAL PANEL

A Division of The Football Association  
(UK Registered Number: 77797)

Wembley Stadium, London, HA9 0WS

### TERMS OF REFERENCE FOR THE COMPOSITION AND OPERATION OF THE JUDICIAL PANEL

#### 1 INTRODUCTION

- 1.1 Pursuant to the Articles of Association (the **“Articles”**) and the Standing Orders (the **“Standing Orders”**) of The Football Association (**“The Association”**) the Council of The Association (**“Council”**) has established the Judicial Panel (the **“Judicial Panel”**) from which individuals shall be drawn to sit on regulatory commissions and on appeal boards in connection with the game of association football played in England. Council has provided for the due discharge by the Judicial Panel of its function as referred to above, in accordance with these terms of reference.
- 1.2 Unless otherwise defined in these terms of reference (the **“Terms”**), words and expressions shall have the same meaning as set out in the Articles or the Rules of The Association as amended from time to time.

#### 2 DEFINITIONS

In these Terms:

**“Appeal Board”** means any appeal board drawn from the Judicial Panel in order to hear appeals from a Regulatory Commission or otherwise;

**“Appeal Board Chairman Panel”** means the panel of individuals comprising Barristers or Solicitors of seven or more years' standing and from whom a chairman of each Appeal Board shall be drawn pursuant to Clauses 5 and 7.3;

**“Chairman's Panel”** means any member selected from the Council Panel Members list or the Football Panel Members list to be appointed as a Chairman of Regulatory Commissions;

**“Compliance Monitoring Group”** means any compliance monitoring group established by the FRA from time to time;

**“Council Panel Members”** means those individuals who are appointed by the Committees Appointment Panel of Council from among Members of Council from time to time by the JPMG to be Panel Members in accordance with Clauses 4.1.1 and 4.2 to 4.4;

**“Effective Date”** means 1st July 2013;

**“Football Panel Members”** means those individuals with appropriate experience of the game of association football who are appointed from time to time by the Council Panel Members to be Panel Members in accordance with Clauses 4.1.2, 4.2 and 4.5;

**“FRA”** means The Football Regulatory Authority of The Association;

**“FRA Budget”** means the budget for the establishment, development and operation of the FRA, including the expenses of the Judicial Panel, as approved by the Board from time to time;

**“FRA Chairman”** means the chairman of the FRA appointed from time to time;

**“FRA Commissioner”** means any person who is appointed as a commissioner of the FRA from time to time;

**“Independent”** For the purposes of being selected to sit as a member of a Regulatory Commission or an Appeal Board, **“Independent”** shall mean a person who at the time of his appointment (or at any time up to three years prior thereto):

- shall not be or have been a Member of Council;
- shall not be or have been an employee, director or officer of, nor have or have had a Material Business Relationship with, the appellant or the respondent in the appeal proceedings;
- shall not be or have been an employee, director or officer of, nor have or have had a Material Business Relationship with, a Participant who the Judicial Panel Chairman reasonably considers to have a material interest in the outcome of the appeal proceedings.

Further, in accepting an appointment as an “Independent” member of the Regulatory Commission or an Appeal Board, the person shall confirm to the Judicial Panel Chairman or his nominee that there are no circumstances known to him likely to give rise to any justified doubts as to his independence.

Save in the case of willful disregard for these criteria the question of whether a person is Independent shall not be capable of challenge.

“**Judicial Panel Chairman**” means the chairman of the Judicial Panel, as appointed by Council from time to time in accordance with Clause 9;

“**Judicial Panel Monitoring Group**” means the group of that name established by the FRA;

“**Material Business Relationship**” means as between an individual and the relevant body, a significant commercial relationship including but not limited to one under which the individual receives from the body, payment of remuneration by fees or rent or otherwise (save for properly incurred expenses). “Individual” includes any person connected with that individual as a spouse, civil partner, widow, widower, former spouse, former civil partner, parent, step or adopted parent, grandparent, child, step child, adopted child, descendant, qualifying co-habitant or next-of-kin;

“**Panel Members**” means together, the Council Panel Members, the Football Panel Members and the Specialist Panel Members of the Judicial Panel from time to time;

“**Regulatory Commission**” means any regulatory commission drawn from the Judicial Panel from time to time in order to hear cases and pre-hearings from the FRA or otherwise; and

“**Specialist Panel Members**” means professionally qualified and/or appropriately experienced individuals (who, if Barristers or Solicitors, shall be of seven or more years’ standing) who are appointed from time to time by the JPMG to be Panel Members in accordance with Clauses 4.1.3, 4.2 and 4.5.

### 3 ESTABLISHMENT AND PURPOSE OF THE JUDICIAL PANEL

3.1 The Judicial Panel is established by Council as the group of individuals from which Regulatory Commissions and Appeal Boards will be drawn by the Judicial Panel Chairman or his nominee, to hear cases or appeals in connection with disciplinary and other regulatory processes of The Association.

3.2 Council delegates to the Judicial Panel the power to undertake the following functions:

3.2.1 establishing, and appointing individuals to sit on, Regulatory Commissions and Appeal Boards;

3.2.2 appointing members of, delegating the appropriate power to, and co-ordinating and controlling the operation of any sub-committees and other bodies or persons, as necessary; and

3.2.3 such other responsibilities and activities as Council may from time to time decide.

3.3 Any hearings, appeals, deliberations or proceedings of any description held pursuant to or arising from the operation of the Rules and regulations of The Association which are in progress as at the Effective Date shall continue thereafter and those authorised by The

Association prior to the Effective Date to hear such proceedings shall continue to be fully competent to complete the business in question thereafter using the application of the Rules and regulations of The Association in force immediately prior to the Effective Date.

#### **4 THE JUDICIAL PANEL**

4.1 Subject to Clauses 4.6 and 8, the Judicial Panel will consist of four categories of Panel Member as follows:

- 4.1.1 Council Panel Members, including the Judicial Panel Chairman;
- 4.1.2 Football Panel Members who are appointed by the Judicial Panel Monitoring Group;
- 4.1.3 Chairman's Panel Members, including the Judicial Panel Chairman, who are appointed by the FRA to sit as Chairman of Regulatory Commissions; and
- 4.1.4 Specialist Panel Members, who shall not be, and shall not have been at any time in the immediately preceding three years, a Member of Council.

4.2 Subject to Clauses 4.6 and 8, each Council Panel Member shall hold office for a year and shall be eligible for further terms. Subject to Clauses 4.6 and 8, each Football Panel Member and each Specialist Panel Member shall hold office for a term of three years and shall be eligible for further terms. Panel Members are not subject to retirement by rotation.

4.3 The Committees Appointment Panel shall at each Summer Meeting of Council appoint the Council Panel Members.

4.4 The Council Panel Members of the time being may at any other time appoint a Member of Council to be a Council Panel Member in order to fill a vacancy arising, due to early retirement, removal or otherwise, between Summer Meetings of Council. Any such Council Panel Member appointed in accordance with this Clause 4.4 shall remain in office until the next following Summer Meeting and thereafter shall be subject to the appointment process as referred to in Clause 4.3 above.

4.5 The JPMG may at any other time appoint a person to be a Football Panel Member or a Specialist Panel Member, as appropriate, in order to fill any vacancies arising due to early retirement, removal or otherwise. Any such Football Panel Member or Specialist Panel Member appointed in accordance with this Clause 4.5 shall retire at the time when the respective vacating Football Panel Member or Specialist Panel Member would otherwise have retired but shall be eligible for further re-appointment. For the purposes of Clause 4.2, if he is re-appointed, his first term of office shall be deemed to have commenced on the date on which he was re-appointed pursuant to this Clause 4.5.

4.6 No person may be appointed as a Panel Member:

- 4.6.1 unless he has attained the age of 18 years; or
- 4.6.2 in circumstances such that, had he already been a Panel Member, he would have been disqualified from acting under the provisions of Clause 8;

#### **5 APPEAL BOARD CHAIRMAN PANEL**

5.1 The Appeal Board Chairman Panel shall consist of no fewer than three and not more than seven members at any time.

5.2 The first members of the Appeal Board Chairman Panel shall be appointed by the FRA and thereafter, any vacancies shall be filled by the members of the Appeal Board Chairman Panel for the time being, in consultation with the Judicial Panel Monitoring Group. No person who has been a Participant or member of the Board or Member of Council within the previous five years shall be eligible. Only members or former members of the judiciary, Queen's Counsel, junior Barristers or Solicitors of more than 10 years standing shall be eligible.

- 5.3 Subject to Clause 5.4 below, members of the Appeal Board Chairman Panel shall be eligible for re-election every 4 years.
- 5.4 The appointment of a member of the Appeal Board Chairman Panel shall cease if:
- 5.4.1 by notice in writing to the Judicial Panel Chairman, he resigns from the Appeal Board Chairman Panel; or
  - 5.4.2 he becomes bankrupt or makes any arrangement or composition with his creditors; or
  - 5.4.3 being a director, he ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
  - 5.4.4 if being a practising Solicitor or Barrister, he is struck off the Roll of Solicitors or suspended from practice by the Solicitors Disciplinary Tribunal or disqualified, suspended or struck off by the Bar Council (as the case may be) for any reason; or
  - 5.4.5 he dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
  - 5.4.6 he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
  - 5.4.7 he is convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Judicial Panel or The Association.

## 6 REGULATORY COMMISSIONS

- 6.1 The powers in the Rules and the regulations of The Association to impose penalties or other orders for Misconduct (as defined in the Rules), and the power to impose an interim suspension order before charge pursuant to Rule E16, where possible Misconduct is alleged or under investigation, shall be exercised by a Regulatory Commission, save for the imposition of those penalties or other order for Misconduct which the Council decides, or the Rules and the regulations of The Association deem are matters reserved for the FRA. Each Regulatory Commission shall be established by the Judicial Panel Chairman, or in his absence, his nominee, pursuant to Clauses 3.1 and 3.2.
- 6.2 Subject to Clause 6.3, the composition of any Regulatory Commission established for a hearing shall be determined by the Judicial Panel Chairman applying a selection policy established by the Judicial Panel Chairman and the FRA PROVIDED THAT:
- 6.2.1 any party who is to go before a Regulatory Commission (other than a "Fast Track" Regulatory Commission) may make an application to the Judicial Panel Chairman, within 7 days of the charge being issued and upon notice to any other relevant party, for an order that the chairman of that Regulatory Commission shall be a Specialist Panel Member who is a Solicitor or Barrister of seven or more years' standing. Approval by the Judicial Panel Chairman of such application shall not be unreasonably withheld or delayed and any additional costs incurred in respect of having such a Specialist Panel Member as the chairman of that Regulatory Commission (whether or not the applicant be successful in the relevant hearing before such Regulatory Commission), shall be borne by the party who made the application; and
  - 6.2.2 Subject to Clause 6.2.1 above and this clause, only members from the Chairman's Panel may be appointed by the Judicial Panel Chairman (or in his absence, his nominee) to act as chairman of that Regulatory Commission. If the Chairman is not present within 15 minutes after the appointed time for holding the hearing,

the Judicial Panel Chairman, (or in his absence, his nominee), shall appoint another member of the Regulatory Commission to act as Chairman.

- 6.3 A person shall not be deemed to be competent to serve on a Regulatory Commission if he has pending before him as a serving member of an Appeal Board a matter or decision with which another Panel Member of the proposed Regulatory Commission is concerned.
- 6.4 If a member of a Regulatory Commission doubts his ability to be impartial, or believes there to be a materially conflicting interest in the proceedings, he shall declare it as soon as possible, and unless all parties waive it and request the member to act, then the member shall withdraw completely from the proceedings.
- 6.5 The Judicial Panel Chairman (or in his absence, his nominee) shall appoint another to fill any vacancy that arises on a Regulatory Commission prior to a hearing. Where a vacancy or vacancies occur in a Regulatory Commission after the commencement of a hearing, the hearing shall cease and a new hearing arranged before a freshly constituted Regulatory Commission, unless the parties consent to the remaining members continuing.

## **7 APPEAL BOARDS**

- 7.1 The powers in Rule H and the regulations of The Association to hear cases or appeals shall be exercised by an Appeal Board. Each Appeal Board shall be established by the Judicial Panel Chairman (or in his absence, his nominee) pursuant to Clauses 3.1 and 3.2.
- 7.2 Subject to Clauses 7.3 and 7.4, the composition of any Appeal Board established for and empowered to hear an appeal shall be determined by the Judicial Panel Chairman applying a selection policy established by the Judicial Panel Chairman and the FRA within three months of the Effective Date. PROVIDED THAT all Appeal Boards shall: (i) consist of two members who are not Council Panel Members; and (ii) include one member (other than the chairman of the Appeal Board) who is Independent.
- 7.3 An individual from the Appeal Board Chairman Panel shall be appointed by the Judicial Panel Chairman (or in his absence, his nominee) to act as chairman of an Appeal Board.
- 7.4 A person shall not be deemed to be competent to serve on an Appeal Board if he has pending before him as a serving member of a Regulatory Commission a matter or decision with which another Panel Member of the proposed Appeal Board is concerned.
- 7.5 If a member of an Appeal Board doubts his ability to be impartial, or believes there to be a materially conflicting interest in the proceedings, he shall declare it as soon as possible, and unless all parties waive it and request the member to act, then the member shall withdraw completely from the proceedings.
- 7.6 The Judicial Panel Chairman (or in his absence, his nominee) shall appoint another to fill any vacancy that arises on an Appeal Board prior to a hearing. Where a vacancy or vacancies occur in an Appeal Board after the commencement of a hearing, the hearing shall cease and a new hearing arranged before a freshly constituted Appeal Board, unless the parties consent to the remaining members continuing.

## **8 DISQUALIFICATION OF THE PANEL MEMBERS**

- 8.1 The appointment of a Panel Member shall cease if:
- 8.1.1 by notice in writing to the Judicial Panel Chairman, he resigns from the Judicial Panel (but only if at least two Panel Members in his category remain in office when the notice of resignation is to take effect); or
- 8.1.2 being a Specialist Panel Member, he accepts a position which would make him ineligible for appointment under Clause 4.1.3; or
- 8.1.3 being a FRA Commissioner, he is appointed as a member of the Compliance Monitoring Group; or



- 8.1.4 being a Council Panel Member, he ceases to be a Member of Council; or
  - 8.1.5 if being a Solicitor or Barrister, he is struck off the Roll of Solicitors or suspended from practice by the Solicitors Disciplinary Tribunal or disqualified, suspended or struck off by the Bar Council (as the case may be) for any reason; or
  - 8.1.6 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - 8.1.7 being a director, he ceases to hold office as director of any company by reason of any order made under the Company Directors Disqualification Act 1986, as amended from time to time; or
  - 8.1.8 he dies or becomes incapable by reason of mental disorder, illness or injury of managing and administering his own affairs; or
  - 8.1.9 he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
  - 8.1.10 he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate); or
  - 8.1.11 he is convicted of any criminal offence other than any minor motoring or similar offence that cannot reasonably damage the reputation of the Judicial Panel or The Association.
- 8.2 Where Clause 8.1 becomes applicable to a Panel Member serving on an Appeal Board or a Regulatory Commission, the remaining two Panel Members on such Appeal Board or such Regulatory Commission may agree unanimously that he shall not cease to be a Panel Member until the conclusion of that hearing or appeal, as the case may be.

## **9 THE JUDICIAL PANEL CHAIRMAN**

- 9.1 The Judicial Panel Chairman shall be appointed by and from the Council Panel Members, after consultation with the Judicial Panel Monitoring Group, for a term of 3 years, unless he resigns from the chair or ceases to be a Council Panel Member. Upon the expiry of his first period of office, any Judicial Panel Chairman shall be eligible for re-appointment for one further term of 3 years. His re-election as a Council Panel Member shall confirm his appointment as Judicial Panel Chairman for the balance of his 3 year term.
- 9.2 The Council Panel Members may, after consultation with the Judicial Panel Monitoring Group, at any other time appoint another person to be the Judicial Panel Chairman in order to fill a vacancy arising due to early retirement, removal or otherwise. Any such Judicial Panel Chairman appointed in accordance with this Clause 9.2 shall retire at the time the vacating Judicial Panel Chairman would otherwise have retired, subject to Clause 9.1 above.

## **10 FINANCES**

- 10.1 The expenses of the Judicial Panel and the Appeal Board Chairman Panel shall be paid by the FRA. For the avoidance of doubt, nothing in this Clause shall prejudice the right of a Regulatory Commission or an Appeal Board to make an order for costs.
- 10.2 Pursuant to the FRA Budget, each member of a Regulatory Commission or Appeal Board may be paid an attendance allowance in respect of his attendance at hearings of the Regulatory Commission or Appeal Board in question at the level determined by the Board, together with reimbursement of reasonable out-of-pocket expenses.

- 10.3 Arrangements may be made for the reasonable remuneration of any chairman of an Appeal Board and any Specialist Panel Member when serving on an Appeal Board or a Regulatory Commission at the level determined by the Board.

**11 AMENDMENT AND DISSOLUTION**

- 11.1 These Terms shall not be amended in any way save with the written agreement of Council. Any amendment made pursuant to this Clause 11.1 shall be binding on the Panel Members, all employees of The Association and committee members of the Judicial Panel and any others acting in any capacity for the Judicial Panel whatsoever, with immediate effect.
- 11.2 The Judicial Panel and the Appeal Board Chairman Panel may be discharged at any time by Council.

Original Approved at Council on 29 May 2007

Definition of "Panel Members" amended at Council on 11 March 2008

Revised and approved by Council on 28 June 2011

**MEMORANDUM OF ASSOCIATION****(Amended by special resolution passed on 29th May 2007)****THE FOOTBALL ASSOCIATION LIMITED****The Companies Acts, 1862 to 1989**

- 1 The name of the company is “THE FOOTBALL ASSOCIATION LIMITED” (known as “The Association” in this Memorandum of Association).
- 2 The registered office of The Association will be situate in England.
- 3 The objects for which The Association is established (the “Objects”) are:-
  - (1) to effectuate and carry into execution the powers, obligations, duties, and general objects of the organisation founded in 1863 as the governing body of the game of association football in England;
  - (2)
    - (a) to promote the game of association football in every way that The Association shall think proper;
    - (b) to govern the game of association football with integrity and in doing so will seek to: (i) enforce rules and regulations of The Association and the Laws of the Game for participants and take all such steps as shall be deemed necessary or advisable for preventing infringements of the rules and regulations of The Association and Laws of the Game, or other improper methods of practices in such game, and for protecting it from abuses; and (ii) continue to encourage and promote compliance by all participants with best practice guidelines and work to address discrimination on the basis of disability, race or gender in the game of football; and
    - (c) to support the technical development of England international representative teams as well as professional and grassroots football generally;
  - (3) to make, adopt, vary, and publish rules, regulations, bye-laws and conditions for the regulation of the said game or otherwise, and to take all such steps as shall be deemed necessary or advisable for enforcing such rules, regulations, bye-laws and conditions;
  - (4) to maintain, continue, or provide for the affiliation of associations and clubs for promoting or playing association football, and to take over and continue the present register of such associations and clubs as kept by The Association;
  - (5) to maintain, continue, or provide for the registration of association football players and to take over and continue the present registers of such players as kept by The Association;
  - (6) to maintain, with such variations as from time to time may be decided by The Association, all rules, registers, books, accounts and other documents of The Association;
  - (7) to promote, provide for, regulate and manage in all or any of the required details or arrangements, including any arrangements for the benefit of associations or clubs, football competitions, contests and matches, international or otherwise, and in England or elsewhere, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to the comfort, conduct, conveyance, convenience or benefit of players and of the public, or of any other persons concerned or engaged in such competitions, contests or matches;

- (8) to accept, take over, or otherwise acquire all such cups, shields and other prizes as may be approved by The Association, and to provide for the proper custody, insurance, protection, exhibition, awarding, distribution or loan of or other dealing with all or any such cups, shields, or prizes as aforesaid;
- (9) to provide for representation at the general meetings of The Association, and on the Council of The Association by the issue and transfer of shares in the capital of The Association, or by such other means and in such manner as shall be determined from time to time by rules or other regulations or bye-laws of The Association;
- (10) to provide for, make and vary all such rules, regulations and bye-laws as to amateur and professional players as The Association shall from time to time determine;
- (11) to provide by rules, regulations and bye-laws, or otherwise, for deciding and settling all differences that may arise between football associations, clubs, or players, or any persons who are members of or alleged to be members of or are employed or engaged by any such associations or clubs, or any other persons in reference to due compliance with the Laws of the Game, or rules, regulations or bye-laws of The Association, or in reference to contracts, or to any other matter of dispute or difference arising between such associations, clubs, or persons, or any of them, and whether The Association is concerned in such dispute or difference or not, and to make such provisions for enforcing any award or decision as The Association shall deem proper;
- (12) to co-operate with or assist any football association or club in any way which The Association shall think proper, and to enter into or adopt any agreement or arrangement with such association or club;
- (13) to co-operate with the International Football Association Board, UEFA and FIFA in all matters relating to international or other competitions, or otherwise relating to the game of football or rules or regulations affecting the same, in any way which The Association shall think appropriate;
- (14) to adopt and carry out all such rules and regulations, bye-laws, agreements and arrangements of The Association as are now in existence, and to comply with or to enforce the due compliance with the same unless and until the same shall have been duly varied in accordance with the terms thereof, or with the regulations for the time being of The Association;
- (15) to acquire, construct, take on lease, layout, maintain, improve, develop, hold, use, or turn to account in any way football grounds or other athletic grounds, with all such pavilions, buildings, erections and easements, and with all necessary fittings, facilities, equipment and accessories as is deemed advisable;
- (16) to promote, support, or assist in all or any such athletic contests or sports for which any property of The Association may be available;
- (17) to act as trustees for any association or club, and as such trustees to hold any real or personal property upon such trusts and with and subject to such powers and provisions as shall be approved by The Association;
- (18) to subscribe out of the funds of The Association to any such fund, club, or institution, charitable or otherwise and in such manner as is deemed advisable;
- (19) to amalgamate, or co-operate with any association, club, or body having all or any of their objects similar to any of the Objects;
- (20) to carry out such operations and to manufacture or deal with such goods and to purchase, hire or otherwise acquire, take options over, construct, take on lease, improve, hold, manage, maintain, repair, alter, develop, equip, exchange or deal

- with such buildings, land, property, assets, rights or privileges (including the whole or part of the business, property or liabilities of any other person or company) as may seem to The Association directly or indirectly to advance the interests of The Association;
- (21) to carry on any other trade or business whatever which, in the opinion of The Association, can be advantageously carried on in connection with or ancillary to any of the above mentioned businesses or is calculated directly or indirectly to advance the interests of The Association;
- (22) to enter into such commercial or other transactions in connection with any trade or business of The Association as may seem desirable for the purpose of The Association's affairs;
- (23) to apply for, purchase or otherwise acquire, protect, maintain, improve and renew any patents, patent rights, trade marks, designs, licences and other intellectual property rights of all kinds or any secret or other information as to any invention and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired;
- (24) to invest and otherwise deal with the moneys of The Association not immediately required for its purpose in or upon such investments, securities or property as may be thought fit, in its absolute discretion, with the power to vary or transpose any investments for or into others of any nature or subject;
- (25) (a) to take over, set aside, or provide for a benevolent fund;
- (b) to pay, or to provide, or to make such arrangements for providing, gratuities, annuities, pensions, benefits, share option and acquisition schemes, loans, compensations or other awards or benefits, in money or otherwise, and other matters;
- (c) to establish, support, subsidise, subscribe to or make grants to any institution, association, club, scheme, fund or trust, whether to or for the benefit of present or past members of the Council of The Association or for the benefit of past or present employees of The Association or its predecessors in business or of any company which is a subsidiary company of The Association or is allied to or associated with The Association or with any such subsidiary company, or any Competition, County Association, Other Football Association, Division, Affiliated Organisation, Full Member Club or Associate Member Club or for the benefit of players or former players of association football or others who have in the opinion of The Association rendered service to the game of football, or to or for the benefit of persons who are or were related to or connected with or dependants of any such persons as may seem deserving of such assistance or for the benefit of any Competition, County Association, Other Football Association, Affiliated Organisation, Division, Full Member Club or Associate Member Club or as may seem to be appropriate;
- (26) to draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of exchange, cheques, bills of lading, warrants, debentures and other negotiable and transferable instruments;
- (27) to act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, sub-contracting, co-operation, joint venture or otherwise) with other persons or companies as may seem to The Association to advance the interests of The Association and to vest any property of The Association in any person or company

- on behalf of The Association and with or without any declaration of trust in favour of The Association;
- (28) to apply for, promote and obtain any Act of Parliament, Charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling The Association to carry any of the Objects into effect or for extending any of the powers of The Association or for effecting any modification of the constitution of The Association or for any other purpose which may seem to The Association to be expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of The Association;
- (29) to sell, let on lease, exchange, turn to account, dispose of, grant privileges, options, licences or rights over or otherwise deal with the undertaking, rights, land, buildings, property or assets of The Association or any part thereof on such terms as may be decided;
- (30) to pay for any rights or property acquired by The Association and to remunerate any person or company whether by cash payment or by any other method thought fit;
- (31) to establish or promote companies and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire, hold, dispose of and deal with, and guarantee the payment of interest, dividends and capital on, all or any of the shares, debentures, debenture stock or other securities or obligations of any company or association and to pay or provide for brokerage, commission and underwriting in respect of any such issue upon such terms as maybe decided;
- (32) to co-ordinate, manage or control all or any part of the operations of any company which is a subsidiary company of or otherwise under the control of The Association or in which The Association has an interest, whatsoever, save for The FA Premier League and The Football League;
- (33) to aid, finance or provide consultative, managerial, administrative, technical and commercial services of all kinds for all or any part of the operations of any company which is a subsidiary company of or otherwise under the control of The Association or in which The Association has an interest and to make payments by way of subsidy or otherwise and any other arrangements which may be deemed desirable with respect to any business or operations of or generally with respect to any such company or companies and generally to carry on the business of a holding company;
- (34) to carry on through any subsidiary or associated company any activities which The Association is authorised to carry on and to make any arrangements whatsoever with such company (including any arrangements for taking the profits or bearing the losses of any such activities) as thought fit;
- (35) to raise or borrow money and funds in such manner as thought fit and to receive money on loan or on deposit and to invite and receive contributions from any person or persons whatsoever by way of subscription, fees, donation or otherwise and to mortgage, charge, pledge or give liens or other security over the whole or any part of The Association's undertaking, rights, goodwill, land, buildings, property and assets (whether present or future), including its uncalled capital, for such purposes and in such circumstances and upon such terms and conditions as thought fit;
- (36) to lend or advance money and to give credit and to enter (whether gratuitously or otherwise) into guarantees, indemnities, contracts and suretyships of all kinds,

- and whether secured or unsecured whether in respect of its own obligations or those of some other person or company in such circumstances and upon such terms and conditions thought fit;
- (37) to contribute to or support any public, general, political, charitable, benevolent or useful object, which it may seem to The Association to be in the interests of The Association or its members to contribute to or support;
- (38) to employ, appoint or otherwise engage, retain, train and dismiss such managers, officers, staff, clerks and other persons as are considered necessary for the attainment of the Objects and to fix and pay the remuneration or fees of all or any such person for his or her or their services and pay any company, firm or person supplying services to The Association in cash or otherwise as may be deemed appropriate;
- (39) to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors or officers (other than the auditors) or employees of The Association, or of any other company in which The Association has any interest, whether direct or indirect, or which is in any way allied to or associated with The Association or of any subsidiary of The Association to cover the liability of any of the above people:
- (a) which by virtue of any rule of law would otherwise attach to him or her in respect of any negligence, default, breach of trust or breach of duty of which he or she may be guilty or any act or omission in the actual or purported execution and/or discharge of his or her duties and/or in the exercise or purported exercise of his or her powers and/or otherwise in relation to his or her duties, powers or offices in relation to The Association or any such other company or subsidiary; and
- b) to make contributions to the assets of The Association or any such other company or subsidiary in accordance with the provisions of section 214 of the Insolvency Act 1986, and all costs, charges and expenses which may be incurred by him or her in successfully contesting any such liability or alleged liability. Provided that any such insurance shall not extend to any claim arising from any act or omission which that person knew (or must reasonably be assumed to have known) to be a breach of trust or breach of duty or which was committed by that person in reckless disregard of whether it was a breach of trust or a breach of duty or not. Provided also that any such insurance shall not extend to a fine imposed in connection with, or the costs of, an unsuccessful defence to a criminal prosecution brought against that person in his or her capacity as a director or officer or employee of The Association or as directors or officers of any other association company or any subsidiary of The Association.
- (40) to such extent as may be permitted by law and otherwise to indemnify or to exempt any such persons (as are referred to in clause (39)) against or from any such liability as is referred to in clause (39) above.
- (41) to do all or any of the above things in any part of the world whether as principals or agents or trustees or otherwise and either alone or jointly with others and either by or through agents, subcontractors, trustees or otherwise;
- (42) to do all such other things as may be considered by The Association to further the interests of The Association or to be incidental or conducive to the attainment of the above Objects or any of them. And it is hereby declared that:
- (a) the Objects set forth in each sub clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto; and

- (b) the word “company” in this clause, except where used in reference to The Association, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated and whether domiciled in the United Kingdom or elsewhere; and
- (c) except where the context expressly so requires none of the several paragraphs of this clause, or the Objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this clause, or the Objects in such other paragraph specified, or the powers thereby conferred; and
- (d) terms defined in the Articles of Association of The Association shall have the same meanings when used in this clause 3.

4 The liability of the members is limited.

5 The authorised share capital of The Association is £102 represented by 2000 ordinary shares of 5p each and two special shares of £1 each, one designated the “National Game Special Share” and the other designated the “Professional Game Special Share”.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of The Association set opposite our respective names.



The Companies Act 1985, as amended and modified from time to time

**ARTICLES OF ASSOCIATION OF THE FOOTBALL ASSOCIATION LIMITED**  
("the Company" or "The Association")

**Company Number: 00077797**

(Adopted by special resolution passed on 27th May 2007 as amended by special resolutions passed on 16th May 2013)

**EXCLUSION OF TABLE A**

- 1 The provisions of Table A of the Companies Act 1985, as amended and modified from time to time, shall not apply to the Company. The following shall be the Articles of Association of the Company.

**INTERPRETATION**

- 2 In these Articles of Association, except where the subject or context otherwise requires:
- (a)
    - (i) the 1985 Act means the Companies Act 1985 as amended, including any modification or re-enactment thereof for the time being in force;
    - (ii) the 2006 Act means the Companies Act 2006 as amended, including any modification or re-enactment thereof for the time being in force;
  - (b) Affiliated Organisation means one or any of the listed organisations:
    - (i) The League Managers' Association;
    - (ii) The Professional Footballers' Association;
    - (iii) The Referees' Association;
    - (iv) The Football Conference;
    - (v) The Northern Premier League;
    - (vi) The Southern League; and
    - (vii) The Isthmian League.
  - (c) Alliance Committee means the committee established by Council to oversee matters relating to the participation of The Football Conference, The Northern Premier League, The Isthmian League and The Southern Football League in steps 1 to 4 (inclusive) of the National League System from time to time in accordance with these Articles and the Standing Orders;
  - (d) Articles means these articles of association as altered from time to time by special resolution (and "Article" shall be interpreted accordingly);
  - (e) Associate Member Club means a football club accorded the status of an Associate Member Club pursuant to the Rules;
  - (f) Audit Committee means the audit committee established by the Board from time to time in accordance with these Articles;
  - (g) auditors means the auditors for the time being of the Company;
  - (h) Board means the board of directors of The Association for the time being, constituted in accordance with these Articles;
  - (i) Chairman means the chairman of the Board who is appointed from time to time by Council in accordance with these Articles and the Standing Orders;
  - (j) clear days means the period excluding the day when a notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
  - (k) Competition means any competition (whether league or knock-out competition or otherwise) sanctioned by The Association, a County Association or an Other Football Association;

- (l) Council means the Council of The Association for the time being constituted in accordance with these Articles, and Member of (the) Council shall be any person for the time being appointed to and serving on (the) Council in accordance with Article 120;
- (m) County Association means an association accorded the status of a County Association pursuant to the Rules;
- (n) Director means a director of the Company who shall be a member of the Board;
- (o) Division(s) means no more than ten groupings of Full Member Clubs segregated on a regional basis which shall be determined by Council from time to time;
- (p) FIFA means the Fédération Internationale de Football Association or any successor body;
- (q) football means the game of association football played in accordance with the Laws of the Game;
- (r) football club means a club playing football and recognised as such by The Association pursuant to the Rules;
- (s) Football Regulatory Authority means a division of The Association established by Council from time to time and responsible for regulation and compliance functions;
- (t) Full Member Club means a football club accorded the status of a Full Member Club pursuant to the Rules;
- (u) Funding Formula means the formula as set out in Article 93 setting out the mechanism by which The Association's income is allocated;
- (v) General Secretary means a person appointed from time to time to the executive office of General Secretary by the Board in accordance with these Articles;
- (w) Inclusion Advisory Board means a committee of the Board established by the Board from time to time in accordance with these Articles to advise the Board on matters of inclusion and anti-discrimination in football.
- (x) Independent Non-Executive Director means a director of the Board who is appointed from time to time by the Council in accordance with these Articles and the Standing Orders but who is not the Chairman;
- (y) Judicial Panel means the judicial panel of The Association appointed by Council from time to time from which judicial commissions and appeal boards are appointed to hear disciplinary and other cases and appeals;
- (z) Law means any applicable law, statute, bye-law, regulation, order, rule of court or directive, any requirement of any regulatory body entitled to regulate the affairs of the Association, or any delegated or subordinate legislation
- (aa) Laws of the Game means the laws of the game as settled and in force from time to time by the International Football Association Board and FIFA;
- (bb) Leader of Council means a non-executive Director who shall chair meetings of Council and general meetings of The Association and who is appointed from time to time by Council in accordance with these Articles and the Standing Orders.
- (cc) Life Vice-President means such persons who have been accorded the status of Life Vice-President of Council pursuant to these Articles;
- (dd) Material Business Relationship as between an individual and the relevant body means a significant commercial relationship including one under which he receives the payment of remuneration by fees or rent or otherwise (save for properly incurred expenses). "Individual" includes any person connected with that individual as a spouse, civil partner, widow, widower, former spouse, former civil

- partner, parent, step or adopted parent, grandparent, child, step child, adopted child, descendant, qualifying co-habitant or next-of-kin;
- (ee) National Game means all aspects of football involving and affecting Participants in and at the level of step 1 of the National League System and below;
- (ff) National Game Board means a committee of the Board established by the Board from time to time in accordance with these Articles and responsible to the Board for the conduct of the National Game whose composition is as set out in Article 100;
- (gg) National Game Shareholder means any Shareholder who is:
- (i) a Full Member Club, save for those Full Member Clubs who are in membership of The FA Premier League or The Football League from time to time;
  - (ii) a Member of Council who is a National Game Representative save for those Life Vice-Presidents, Senior Vice-Presidents and Vice-Presidents who cease to be a voting representative pursuant to Articles 132 and 133; and
  - (iii) a County Association.
- (hh) National Game Representative means a Member of Council who is:
- (i) A representative of a County Association;
  - (ii) a representative of an Other Football Association;
  - (iii) a representative of a Division save that a person who holds a position with a football club in membership of The FA Premier League or The Football League shall not be a National Game Representative;
  - (iv) a representative of The Football Conference, The Isthmian League, The Northern Premier League or The Southern League;
  - (v) a Life Vice-President, Senior Vice-President or Vice-President (provided always that immediately before his appointment as a Life Vice-President or Senior Vice-President or election as a Vice-President he was a National Game Representative pursuant to (i), (ii), (iii) or (iv) above).
- (ii) National Game Special Share means the special share of £1.00 in the capital of the Company, allotted and issued to the National Game Special Shareholder;
- (jj) National Game Special Shareholder means the chairman of the National Game Board from time to time;
- (kk) National League System means the Competitions which interact with one another by way of promotion and relegation within those steps of the National Game pyramid as determined by Council from time to time;
- (ll) Nominations Committee means the nominations committee established by the Board from time to time in accordance with these Articles;
- (mm) Nominee means a natural person appointed as a nominee pursuant to Article 15;
- (nn) Other Football Association means one or any of the following listed associations:
- (i) The University of Oxford Football Association;
  - (ii) The University of Cambridge Football Association;
  - (iii) The Army Football Association;
  - (iv) The Royal Navy Football Association;
  - (v) The Royal Air Force Football Association;
  - (vi) The Amateur Football Alliance;

- (vii) The Women's Football Conference;
- (viii) The English Schools' Football Association; and
- (ix) The Independent Schools' Football Association;
- (oo) Ordinary Share means an ordinary share of £0.05 in the capital of the Company;
- (pp) Participants means a participant as defined in the Rules from time to time;
- (qq) President means the president of The Association who shall be appointed annually by Council and whose position shall be honorary;
- (rr) Professional Game means all aspects of football involving and affecting Participants in and at the levels of The FA Premier League and The Football League;
- (ss) Professional Game Board means a committee of the Board established by the Board from time to time in accordance with these Articles and responsible to the Board for the conduct of the Professional Game, whose composition shall be as determined by the terms of reference of the Professional Game Board from time to time;
- (tt) Professional Game Representative means a Member of Council who is a representative of either The FA Premier League or The Football League or, if a representative of a Regional Division, a person who holds a position with a football club in membership of The FA Premier League or The Football League;
- (uu) Professional Game Special Share means the special share of £1.00 in the capital of the Company allotted and issued to the Professional Game Special Shareholder;
- (vv) Professional Game Special Shareholder means jointly The FA Premier League and The Football League;
- (ww) Remuneration Committee means the remuneration committee established by the Board from time to time in accordance with these Articles;
- (xx) Rules means the provisions for the regulation of football matters known as the "Rules of The Football Association Limited" as applicable from time to time and any regulations, standing orders, decisions, rulings, findings, penalties or orders of any nature made pursuant to the Rules;
- (yy) Secretary means the secretary of the Company and includes a joint, assistant, deputy or temporary secretary and any other person appointed to perform the duties of the secretary;
- (zz) Senior Vice-President means such persons who have been accorded the status of Senior Vice-President of Council pursuant to these Articles;
- (aaa) Shareholder means any of the persons or bodies referred to in Articles 12 and 13 or their Nominee or Nominees appointed pursuant to Article 15, in either case, whose name is entered in the register as the holder of such shares and "holder of a share" in the Company shall be construed accordingly;
- (bbb) share means any Ordinary Share, the National Game Special Share or the Professional Game Special Share;
- (ccc) Standing Orders means the standing orders of (the) Council as applicable from time to time;
- (ddd) Statutes means the 1985 Act and 2006 Act and every other statute or statutory instrument, law or regulation for the time being in force concerning companies and affecting The Association;
- (eee) Summer Meeting(s) means the meeting of Council which takes place in June or July every calendar year, in accordance with the Standing Orders;

- (fff) Supporters' Representative means the representative of supporters' organisations who is appointed pursuant to these Articles;
- (ggg) The Disability Football Committee means a committee of the National Game Board established by the National Game Board from time to time to advise the National Game Board on matters of the development of disability football.
- (hhh) The FA Premier League means The Football Association Premier League Limited or any successor body;
- (iii) The Football Conference means The Football Conference Limited or any successor body;
- (jjj) The Football League means The Football League Limited or any successor body;
- (kkk) The Isthmian League means The Isthmian Football League Limited or any successor body;
- (lll) The Northern Premier League means The Northern Premier Football League Limited or any successor body;
- (mmm) The Southern League means The Southern Football League Limited or any successor body;
- (nnn) UEFA means the Union of European Football Associations or any successor body;
- (ooo) Vice-Chairman means a vice-chairman of The Association and who is elected from time to time by the Members of Council pursuant to the Standing Orders; and
- (ppp) Vice-President means any vice-president of The Association who is elected annually by Council.
- 3 References to a document being executed include references to its being executed under hand or under seal or by any other method.
- References to writing include references to any visible substitute for writing and to anything partly in one form and partly in another form.
- Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.
- Words or expressions contained in these Articles which are not defined in Article 2 but are defined in the 1985 Act or 2006 Act have, if not inconsistent with the subject or context, the same meaning as in the 1985 Act or 2006 Act (but excluding any statutory modification thereof not in force at the date of adoption of these Articles).
- Subject to the preceding paragraph, references to any provision of any enactment or of any subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) include any modification or re-enactment of that provision for the time being in force.
- 4 Headings are inserted for convenience only and do not affect the construction of these Articles.
- 5 In these Articles,
- (a) powers of delegation shall not be restrictively construed but the widest interpretation shall be given thereto;
- (b) no power of delegation shall be limited by the existence or, except where expressly provided by the terms of delegation, the exercise of that or any other power of delegation; and
- (c) except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other body or person who is for the time being authorised to exercise it under these Articles or under another delegation of the power.

**SHARE CAPITAL**

- 6 (a) The authorised share capital of the Company is £102 divided into 2,000 Ordinary Shares, the National Game Special Share and the Professional Game Special Share.
- (b) The Board may allot any relevant securities (as defined as section 80(2) of the 1985 Act) to such persons and generally upon such terms and conditions as the Board may think fit, PROVIDED ALWAYS THAT no share shall be issued at a discount or otherwise in breach of these Articles, the Memorandum or the Statutes.
- (c) The general authority conferred by Article 6(b) shall be unconditional and shall extend to an amount of shares equal to the authorised but unissued share capital of The Association at the date of the passing of the resolution adopting these Articles. The said authority shall expire on that date which is the fifth anniversary of the date upon which the resolution adopting these Articles was passed, unless previously renewed, varied or revoked by The Association in general meeting.
- 7 No part of the said share capital shall be called or paid up without the prior approval of the Company in general meeting.
- 8 No share shall entitle the holder thereof to any payment in respect of paid-up capital (if any), dividend, bonus, profit, or otherwise. No share shall be sub-divided. No share shall be consolidated. No bonus issue shall be made nor shall any capital dividend be paid.
- 9 No invitation to the public to subscribe for shares in the said share capital shall be issued.
- 10 In accordance with section 91(1) of the 1985 Act, section 89(1) and sections 90(1) to (6) (inclusive) of the 1985 Act shall not apply to the Company.
- 11 All unissued shares for the time being in the capital of the Company shall be under the control of the Board who shall have the power to allot or otherwise dispose of them only to such persons and only in such manner as provided in these Articles.
- 12 Subject to Articles 14 and 15, Ordinary Shares may only be allotted or (to the extent that a transfer is permitted from an existing Shareholder) transferred to the following:
- (a) The FA Premier League;
- (b) The Football League;
- (c) a voting Member of Council;
- (d) a Full Member Club;
- (e) a County Association; and
- (f) the Secretary.
- 13 The Professional Game Special Share may only be issued to, held by and transferred to the Professional Game Special Shareholder and the National Game Special Share may only be issued to, held by and transferred to the National Game Special Shareholder. The rights attached to the Professional Game Special Share may be varied with (but only with) the consent in writing of the Professional Game Special Shareholder. The rights attached to the National Game Special Share may be varied with (but only with) the consent in writing of the National Game Special Shareholder.
- 14 The entitlement to Ordinary Shares shall be as follows:
- (a) The FA Premier League and The Football League shall each be entitled to one Ordinary Share only;
- (b) each Member of Council shall be entitled to one Ordinary Share only for so long as he or she is a voting Member of Council;
- (c) each Full Member Club shall be entitled to one Ordinary Share only;

- (d) each County Association shall be entitled to one Ordinary Share if there are fifty football clubs or less in membership of such County Association; to two Ordinary Shares if there are more than fifty football clubs and not more than one hundred football clubs in such County Association; and to one additional Ordinary Share for every fifty football clubs or less in such County Association above the first one hundred football clubs. Notwithstanding any other provision in these Articles, the Board shall be entitled to determine what shall or shall not qualify as a football club in membership of a County Association for the purposes of this provision; and
- (e) the Secretary shall be entitled in accordance with Article 16.
- 15 Where any body identified in Article 12 is not a legal entity entitled to hold shares in its own name, a Nominee or Nominees shall be appointed to hold the share or shares to which the relevant body is entitled for and on behalf of all persons combining to form the relevant body, PROVIDED THAT such Nominee is a member of such body and that such body informs the Board promptly in writing of the appointment of and the details of such Nominee. The Board may require any person whose name is on the register as a holder of shares to disclose in writing full details of the person or persons for whom he/she holds shares. For the purposes of this Article, any issue as to whether a person is or is not entitled to hold a share or shares as Nominee or a person or persons is/are entitled to appoint a Nominee shall be determined finally by the Board. The Company shall register any such share or shares in the name of the Nominee where the Board has determined that such person or persons is/are so entitled. A County Association may appoint a Nominee or Nominees under the terms of this Article to hold a share or shares to which it is entitled, notwithstanding that it is a legal entity.
- 16 The Secretary may be registered as the holder of any number of Ordinary Shares in the Company which may be transferred to the Secretary by or on behalf of Shareholders in accordance with the Articles, but the Secretary shall not in respect of such Ordinary Shares be permitted to vote at any general meeting of the Company, either personally or by proxy, or to be reckoned in a quorum, or to exercise any right or privilege as a Shareholder in relation to general meetings. The Secretary shall, upon retiring or removed from the office of Secretary, execute a transfer of all the Ordinary Shares of which the Secretary is then registered as holder in favour of the succeeding Secretary.

#### SHARE CERTIFICATES

- 17 Every Shareholder, upon becoming entitled to be the holder of any share, shall be entitled, without payment, to call for one certificate for the share(s) held.
- 18 If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity (with or without security) and payment of any exceptional out-of-pocket expenses reasonably incurred by the Company in investigating evidence and preparing the requisite form of indemnity as the Board may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

#### SUSPENSION OF RIGHTS

- 19 Where any person or body referred to in Articles 12 and 14:
- (a) has not paid any subscription, fee, fine or other sum due to the Company in accordance with these Articles or the Rules or following any order from Council; or
- (b) in the case of a company, unincorporated body or association, enters into a voluntary arrangement pursuant to Part I of the Insolvency Act 1986 (as amended or re-enacted from time to time) (the "1986 Act") or a scheme of arrangement with its creditors under section 895 of the 2006 Act or into any compromise agreement with its creditors generally; lodges, or its shareholders or officers (where relevant)

lodge, a notice of intention to appoint an administrator or a notice of appointment of an administrator at the Court, in accordance with paragraphs 26 and 29 of Schedule B1 of the 1986 Act or it or its shareholders or officers (where relevant) make an application to the Court for an administration order under paragraph 12 of Schedule B1 to the 1986 Act or where an Administrator is appointed or where an Administration Order is made in respect of it (“Administrator” and “Administration Order” having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 of the 1986 Act); has an Administrative Receiver (as defined by section 251 of the 1986 Act) or a Law of Property Receiver (appointed under section 109 of the Law of Property Act 1925) or any receiver appointed by the Court under the Supreme Court Act 1981 or any court appointed receiver or any other receiver appointed over any of its assets which, in the opinion of the Board, are material to that body’s ability to fulfil its obligations; or ceases or forms an intention to cease wholly or substantially to carry on its business save for the purpose of reconstruction or amalgamation otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by the Board; has any distress, execution, sequestration or other process is levied or enforced upon or issued against the property of that body, he or it (as applicable) is subject to the sanction of suspension at the absolute discretion of the Board. Upon the Board deciding in favour of suspension, such person or body or its Nominee shall not in respect of any share held by him or it be entitled, until such time as the circumstances set out above have ceased to apply in respect of such person or body, to:

- (i) attend or vote at any general meeting of the Company;
- (ii) exercise any other right conferred by holding a share in relation to any such meeting; or
- (iii) exercise any right of any nature conferred by the Company with regard to the holding of a share.

#### FORFEITURE AND SURRENDER

- 20 Save for the Professional Game Special Shareholder and the National Game Special Shareholder, the following shall not be entitled to be nor shall continue to be a Shareholder:
- (a) any person who is, or may be, suffering from mental disorder and either:
    - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law of any jurisdiction; or
    - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;
  - (b) any person or body who is not specified as being entitled to hold a share pursuant to Articles 12 and 14 or ceases to be so entitled;
  - (c) any person or body who is subject to Article 19 above and whom the Board decides, in its complete discretion, should be subject to the provisions of this Article 20;
  - (d) in the case of an individual, any person who has a bankruptcy order made against him or is declared bankrupt by any court of competent jurisdiction or any person who makes any arrangement or composition with his creditors generally or



- applies for an interim order under section 253 of the 1986 Act in connection with a voluntary arrangement under the 1986 Act;
- (e) in the case of a company, unincorporated body or association, where its shareholders pass a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind it up; where it has a meeting of its creditors convened pursuant to section 95 or section 98 of the 1986 Act; where it has a winding up order made against it by a Court under section 122 of the 1986 Act or where a provisional liquidator is appointed over it under section 135 of the 1986 Act; or where an action is taken by the Registrar of Companies to strike that company off the register under section 652 of the Act; or
  - (f) any person who holds a share as a Nominee and that person has ceased to be a member of the body in respect of which he is a Nominee, or the relevant organisation appoints a new Nominee or Nominees, and any share held by such person or body shall be transferred as the Board may direct, failing which such share(s) shall be forfeited.
- 21 Save for the Professional Game Special Shareholder and the National Game Special Shareholder, the Company shall have the power by passing a resolution at a general meeting to determine that any Shareholder (including a Nominee) of the Company shall cease to be a Shareholder. Such resolution shall be carried if supported by 75% or more of those present and voting at the meeting. Such resolution shall take effect as from the conclusion of such meeting, or from such subsequent time as the said resolution may prescribe, and any share(s) held by any person or body subject to such resolution shall be transferred by such person or body as the Board may direct, failing which such share(s) shall be forfeited.
- 22 Subject to the provisions of the 1985 Act, the 2006 Act and these Articles and save for the Professional Game Special Shareholder and the National Game Special Shareholder, shares transferred as the Board directs or forfeited pursuant to Articles 20 and 21 shall be deemed to belong to the Company and may be cancelled, re-allotted or otherwise disposed of on such terms and in such manner as the Board determines. Where for the purposes of its re-allotment or disposal, a share is to be transferred to any person or body and where the holder of the share makes a default in transferring the share after having been bound aforesaid, the Board may authorise the Secretary to execute an instrument of transfer of each share to that person or body. Subject to Articles 12 and 14, the Company may register the transferee as holder of the share and an instrument of transfer so executed shall be effective as if it had been executed by the holder of the share and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating thereto.
- 23 A person or body, any of whose shares have been forfeited, shall cease to be a holder in respect of them and shall surrender to the Company for cancellation any certificate for the share(s) but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares or otherwise.
- 24 Any person or body whose share(s) is/are forfeited under these Articles shall not in respect of the relevant share(s) from the time it is/they are deemed forfeited be entitled to attend or vote at any general meeting of the Company or to exercise any other right conferred by ownership of a share in relation to any such meeting.
- 25 Without prejudice to the provisions of any other Article, the forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share(s) and all other rights and liabilities incidental to the share as between the person whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the 1985 Act or 2006 Act given or imposed in the case of past Shareholders.

- 26 The Board may accept the surrender of any share. A surrendered share shall be treated as if it had been forfeited.
- 27 A statutory declaration by a Director or the Secretary that a share has been duly forfeited or surrendered on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share. Title to the share shall not be affected by any irregularity in, or validity of, the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

#### **TRANSFER OF SHARES**

- 28 The instrument of transfer of a share may be in any usual form or in any other form which the Board may approve. An instrument of transfer need not be under seal.
- 29 The Board may, in its absolute discretion and without giving any reason, refuse to register the transfer of a share (whether or not such share is fully paid), unless the transfer is from the Nominee of a person who is entitled to hold a share under Article 14 to another Nominee of the same person, or to that person, and the disclosure requirements under Article 15 have been complied with.
- 30 If the Board refuses to register the transfer, it shall within two months after the date on which the instrument of transfer was lodged with the Company send to the transferee notice of the refusal.
- 31 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Board may determine.
- 32 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.
- 33 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Board refuses to register shall be returned to the person lodging it when notice of the refusal is given.

#### **ALTERATION OF SHARE CAPITAL**

- 34 The Company may by ordinary resolution:
- (a) increase its share capital by such sum to be divided into shares of such amount as the resolution prescribes; and
  - (b) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of shares so cancelled.
- 35 Subject to the provisions of the 1985 Act or the 2006 Act as applicable, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

#### **SPECIAL MEASURES**

- 36 (a) This Article 36 shall only apply in respect of the following provisions:
- (i) the definition of "Funding Formula" (in Article 2);
  - (ii) the definitions of "National Game Special Share", "Professional Game Special Share", "National Game Special Shareholder" and "Professional Game Special Shareholder" (in Article 2);
  - (iii) Articles 6-11 (relating to share capital);
  - (iv) Article 13 (relating to the National Game Special Shareholder and the Professional Game Special Shareholder);

- (vi) Articles 34 - 35 (alteration of share capital);
  - (vi) this Article 36 and Article 37 (Special Measures);
  - (vii) Article 57 (proceedings at general meetings);
  - (viii) Articles 76-117 (relating to Directors and the Funding Formula);
  - (ix) Articles 120-136 (relating to Council);
  - (x) Article 153 (relating to winding up);
  - (xi) Articles 154-158 (relating to the procedures for determining the Rules); and
  - (xii) Articles 159-160 (relating to the procedures for determining amendments to the Memorandum of Association and the Articles).
- (b) Notwithstanding any provision in the Articles to the contrary, any amendment to any of the following Articles, that is to say those listed in 36(a) above, (including the removal of, or any waiver or ratification of any breach of, any such Articles) shall be deemed to be a variation of the rights attaching to the Professional Game Special Share and accordingly upon: (i) the proposal of any resolution to amend any such Articles (or to remove, or to waive or ratify any breach of, any such Articles); and (ii) the Professional Game Special Shareholder being invited by the chairman of the meeting to cast the votes attached to the Professional Game Special Share on that resolution, the Professional Game Special Shareholder shall be entitled to cast, and shall have available to cast, against any such resolution (and, for the avoidance of doubt, only against such resolution) such number of votes either on a show of hands or on a poll, as shall be equal to the aggregate number of votes cast in favour of the resolution.
- (c) Save as set out in Articles 13, 36(b) and 57, the Professional Game Special Shareholder shall have no right to vote at a general meeting by virtue of being the holder of the Professional Game Special Share.
- (d) The Professional Game Special Share shall confer no right to participate in the capital or the profits of the Company.
- 37 (a) This Article 37 shall only apply in respect of the following provisions:
- (i) the definition of "Funding Formula" (in Article 2);
  - (ii) the definitions of "National Game Special Share", "Professional Game Special Share", "National Game Special Shareholder" and "Professional Game Special Shareholder" (in Article 2);
  - (iii) Articles 6-11 (relating to share capital);
  - (iv) Article 13 (relating to the National Game Special Shareholder and the Professional Game Special Shareholder);
  - (v) Articles 34-35 (alteration of share capital);
  - (vi) this Article 37 and Article 36 (Special Measures);
  - (vii) Article 57 (proceedings at general meetings);
  - (viii) Articles 76-117 (relating to Directors and the Funding Formula);
  - (ix) Articles 120-136 (relating to Council);
  - (x) Article 153 (relating to winding up);
  - (xi) Articles 154-158 (relating to the procedures for determining the Rules); and
  - (xii) Articles 159-160 (relating to the procedures for determining amendments to the Memorandum of Association and the Articles).

- (b) Notwithstanding any provision in the Articles to the contrary, any amendment to any of the following Articles, that is to say those listed in 37(a) above, (including the removal of, or any waiver or ratification of any breach of, any such Articles) shall be deemed to be a variation of the rights attaching to the National Game Special Share and accordingly upon: (i) the proposal of any resolution to amend any such Articles (or to remove, or to waive or ratify any breach of, any such Articles); (ii) the National Game Special Shareholder being informed by the chairman of the meeting that less than 50% of the National Game Shareholders voting in person or by proxy have cast their votes in favour of the resolution; and (iii) the National Game Special Shareholder being invited by the chairman of the meeting to cast the votes attached to the National Game Special Share on that resolution, the National Game Special Shareholder shall be entitled to cast, and shall have available to cast, against any such resolution (and, for the avoidance of doubt, only against such resolution) such number of votes either on a show of hands or on a poll, as shall be equal to the aggregate number of votes cast in favour of the resolution.
- (c) Save as set out in Articles 13, 37(b) and 57, the National Game Special Shareholder shall have no right to vote at a general meeting by virtue of being the holder of the National Game Special Share.
- (d) The National Game Special Share shall confer no right to participate in the capital or the profits of the Company.

#### **GENERAL MEETINGS**

- 38 All general meetings of the Company other than annual general meetings shall be called extraordinary general meetings.
- 39 The Board shall convene and the Company shall hold an annual general meeting in each calendar year.
- 40 Subject to the provisions of Article 39, the Board may call general meetings whenever and at such times and places as it shall determine and, on the requisition of Shareholders pursuant to the provisions of the 2006 Act, shall forthwith proceed to convene a general meeting in accordance with the requirements of the 2006 Act.

#### **BUSINESS – PROPOSALS**

- 41 The Board shall be entitled to propose such business to a general meeting as it considers appropriate, including any amendment to these Articles, the Memorandum of Association or to the Rules (PROVIDED, and subject always to the provisions of the 1985 Act and 2006 Act, that any proposal to amend the Rules, the Memorandum of Association or the Articles has the approval of Council as set out in Articles 155 and 159 respectively).
- 42 In the case of general meetings where it is proposed to amend the Rules, the Memorandum of Association or the Articles, not less than thirty-five clear days' notice shall be given by the Secretary to the Shareholders, such notice setting out the proposed changes to such documents and the date of the meeting. Notice of any proposed amendment to the proposed changes shall be given to the Secretary not less than twenty-eight clear days' prior to the date fixed for such general meeting. The Secretary shall give notice of such amendments to the Shareholders with the notice under Article 43.

#### **NOTICE OF GENERAL MEETINGS**

- 43 An annual general meeting and an extraordinary general meeting shall be called by at least twenty-one clear days' notice but, subject to Article 42 a general meeting may be called by shorter notice if it is so agreed by a majority in number of Shareholders having a right

to attend and vote, being a majority together not holding less than 90% of the total voting rights at a general meeting.

- 44 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all the Shareholders, to each of the Directors, to the auditors for the time being of the Company and if required under the 1985 Act or 2006 Act (as applicable), the former auditors of the Company.
- 45 The notice shall specify the time and place of the meeting and shall, in the case of an annual general meeting, specify the meeting as such, and, in the case of a meeting to pass a special or extraordinary resolution, specify the intention to propose the resolution as a special or extraordinary resolution, as the case may be.
- 46 The notice shall state with reasonable prominence that a Shareholder entitled to attend and vote at the meeting being called is entitled to appoint a proxy to attend and vote instead of him, and that a proxy need not also be a Shareholder.
- 47 The accidental omission to give notice of a meeting to any person entitled to receive the same, or the non-receipt of a notice of meeting by any such person, shall not invalidate the proceedings at that meeting. Notice of a general meeting shall be deemed to have been given to any Nominee if sent to a business address of the body set out under Article 12 entitled to the share and on whose behalf the Nominee has been appointed as Nominee under Article 15.

#### PROCEEDINGS AT GENERAL MEETINGS

- 48 No business shall be transacted at any general meeting unless a quorum is present, but the absence of a quorum shall not preclude the choice or appointment of a chairman of the meeting, which shall not be treated as part of the business of the meeting. Ten or more Shareholders entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation shall be a quorum.
- 49 If such a quorum is not present within thirty minutes from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting, if convened on the requisition of Shareholders, shall be dissolved, and in any other case shall stand adjourned to such time and place as the chairman of the meeting may determine.
- 50 If at the adjourned meeting there are less than ten Shareholders present, they shall have power to decide on all matters which might have been disposed of at the meeting from which the adjournment took place if a quorum had been present thereat PROVIDED THAT at least three days' notice has been given to the Shareholders of such adjournment in order to enable special business to be transacted thereat by less than a quorum.
- 51 The Leader of Council or in his absence, a Vice-Chairman (or in his absence any other Director) nominated by the Board shall preside as chairman at a general meeting.
- 52 If at any meeting neither the Leader of Council nor a Vice-Chairman nor such other nominated Director (if any) is present within fifteen minutes after the time appointed for holding the meeting, the Shareholders present and entitled to vote shall choose one of their number to be chairman of the meeting.
- 53 The chairman of the meeting may with the consent of the meeting (and shall if so directed by the meeting) adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting, other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
- 54 The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without setting a time or to another time or place where it appears to him that:

- (a) the Shareholders wishing to attend cannot be conveniently accommodated in the place appointed for the meeting; or
  - (b) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
  - (c) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
- 55 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a patent error) may in any event be considered or voted upon.
- 56 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the 2006 Act, a poll may be demanded by:
- (a) the chairman of the meeting; or
  - (b) not less than five Shareholders present personally or by proxy having the right to vote at the meeting; or
  - (c) by Shareholders, present personally or by proxy, representing not less than one tenth of the total voting rights of all the Shareholders entitled to vote at the meeting.
- 57 Upon any resolution to amend all or any of the Articles listed in Articles 36(a) and/or 37(a) of these Articles or for the removal of, or waiver or ratification of any breach of, any of those Articles:
- (a) whether on a show of hands or on a poll, when the votes cast on that resolution have been counted, the chairman of the meeting, before any declaration of the result of that vote, shall immediately inform whichever of the Professional Game Special Shareholder and the National Game Special Shareholder is/are present at that meeting: (i) of the number of abstentions on, and of the number of votes cast in favour of, and of those cast against, the resolution; and (ii) of the number of votes cast in favour by the National Game Shareholders whether in person or by proxy;
  - (b) the chairman of the meeting shall then invite the Professional Game Special Shareholder and the National Game Special Shareholder to cast the votes attached to their respective shares on that resolution, whereupon the Professional Game Special Shareholder and the National Game Special Shareholder may cast the votes attached to their respective shares on that resolution; and
  - (c) any votes cast by the Professional Game Special Shareholder and/or the National Game Special Shareholder shall be counted and taken into account by the chairman of the meeting in deciding whether the resolution has been passed or has been lost.
- 58 Unless a poll is duly demanded, a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by any particular majority or lost or not carried by a particular majority, and an entry to that effect made in the minutes of the proceedings of the meeting, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 59 The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman of the meeting and a demand so withdrawn shall not be taken to have invalidated the result of any show of hands declared before any demand was made.

- 60 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
- 61 A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll on any other matter shall be taken in such manner and either forthwith, or at such time after the date of the meeting, as may be determined by the chairman of the meeting and the result of such poll shall be deemed to be the resolution of the Company in general meeting. Without prejudice to the power of the chairman of the meeting to take a poll in such manner as may be determined, a poll may be taken by the display of voting cards sent or provided to Shareholders or holders of proxy votes for such purpose; and, in such event, a voting card shall be issued to each Shareholder present in person in respect of the vote and a separate voting card shall be issued to each proxy in respect of the number of votes exercisable by the person as proxy. A scrutineer or scrutineers (who need not be Shareholders) shall be appointed by the chairman of the meeting and the result of the voting thereby ascertained shall be deemed the resolution of the meeting on the subject in question.
- 62 A demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
- 63 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 64 Where for any purpose an ordinary resolution of the Company is required, a special resolution shall also be effective.

#### VOTES OF SHAREHOLDERS

- 65 Subject to any rights or restrictions attached to any shares, on a show of hands each Shareholder who is present in person or by proxy shall have one vote and on a poll each Shareholder present in person or by proxy shall have one vote for every share of which he is the holder.
- 66 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting or poll at which the vote objected to is tendered, and every vote not disallowed at such meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 67 On a poll votes may be given either personally or by proxy. A Shareholder entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.
- 68 If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case, unless the chairman of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing passed or done.

**PROXIES AND CORPORATE REPRESENTATIVES**

69 A proxy need not be a Shareholder.

70 The instrument appointing a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

"The Football Association Limited

I/We, \_\_\_\_\_, of \_\_\_\_\_ being a shareholder of the above-named company, hereby appoint the chairman of the meeting/

\_\_\_\_\_ \* [1] \_\_\_\_\_ of \_\_\_\_\_, or failing that person, \_\_\_\_\_ of \_\_\_\_\_, as proxy to attend and vote on my/our behalf at the annual/ extraordinary general meeting of the company to be held on \_\_\_\_\_, and at any adjournment thereof.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No.1 \*for\*against [2]

Resolution No.2 \*for\*against.

\* Strike out to indicate choice [1] between the chairman of the meeting or a different named person [2] as to whether to vote for or against on a particular resolution. Unless otherwise instructed, the proxy may vote as is thought fit or abstain from voting."

71 Delivery of an instrument appointing a proxy shall not preclude a Shareholder from attending and voting in person at the meeting or poll concerned, in which case any proxy shall be invalid.

72 The instrument appointing a proxy and any power of attorney or other written authority under which it is executed or an office or notarially certified copy or a copy certified in accordance with the Powers of Attorney Act 1971 of such power or written authority shall:

- (a) be deposited at the registered office of the Company or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting or, if the Directors decide to accept proxy forms electronically, in the manner in which they specify, not less than forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- (b) in the case of a poll taken more than forty eight hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than twenty four hours before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman of the meeting or to the Secretary or to any Director; and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

No instrument of proxy shall be valid after the expiration of two months from the date stated in it as the date of its execution. When two or more valid but differing instruments of proxy are delivered in respect of the same share for use at the same meeting, the one which was delivered last (regardless of its date or of the date of its execution) shall be treated as replacing and revoking the others as regards that share; if the Company is unable to determine which was delivered last, none of them shall be treated as valid in respect of that share.



- 73 The instrument of proxy shall, unless the contrary is stated in it, be deemed to confer authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which the proxy is given and on any resolution put to the meeting, whether or not notice of such resolution was given in the notice of meeting. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- 74 Any corporation or corporation sole which is a Shareholder of the Company may authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any separate meeting of the holders of any class of shares. A person so authorised shall be entitled to exercise the same power on behalf of the grantor of the authority as the grantor could exercise if it were an individual Shareholder of the Company and the grantor shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at it.
- 75 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office (marked "Urgent, for the attention of the Secretary") or at such other place at which the instrument of proxy was duly deposited not less than forty eight hours before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

#### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 76 The number of Directors shall be no more than fourteen as provided for in Article 77.
- 77 The following shall be Directors of the Company:
- (a) the Chairman, when appointed by Council pursuant to Articles 78 to 82;
  - (b) up to five National Game Representatives as elected pursuant to Articles 87 to 90;
  - (c) up to five Professional Game Representatives as appointed pursuant to Articles 91 and 92;
  - (d) the General Secretary; and
  - (e) up to two Independent Non-Executive Directors when appointed by Council pursuant to Articles 78 to 81 and 83.
- 78 The Chairman and the Independent Non-Executive Directors shall be nominated (in writing on or before 30 April for a Summer Meeting or 21 days or more before the date of any other meeting of Council) by the Nominations Committee, endorsed by the Board and appointed by Council. At the time of appointment the Chairman or the Independent Non-Executive Director (as applicable) shall not be a Member of Council or be an employee, director or officer (other than in an honorary position) of, or have a Material Business Relationship with, a Competition (or any body which administers a Competition), a County Association, an Other Football Association, an Affiliated Organisation, a Full Member Club, an Associate Member Club, FIFA, UEFA (or any of its members, associations or confederations) or The Association (other than in his capacity as the Chairman or as an Independent Non-Executive Director) and he shall not take up any such positions after the date of his appointment until his retirement, removal or vacation from that office (other than pursuant to Article 120 (b) (ii) and (xii)). The Board shall give direction to the Nominations Committee on the skills and profile of the Independent Non-Executive Directors from time to time. Any dispute about whether or not a person complies with the eligibility criteria set out above will be resolved by the Board, whose decision on the matter shall be final.

- 79 Subject to Articles 102 and 103 and as provided in this Article, the term of office of the Chairman and of the Independent Non- Executive Directors shall be three years. No person may be the Chairman or an Independent Non-Executive Director for more than two terms. Where appointed at a Summer Meeting, the first term shall be deemed to have commenced at the date of the Summer Meeting. Where appointed at any other time, the term of office shall be deemed to have commenced at the date of the next Summer Meeting.
- 80 Subject to Board approval, at the end of his first term, a Chairman or an Independent Non-Executive Director shall be eligible for reappointment without further nomination if he offers himself for re-appointment on or before 1 January in that year and other candidates may be proposed by the Nominations Committee and the Board to Council in writing on or before 30 April, if such appointment is to take place at a Summer Meeting. If the Chairman or an Independent Non-Executive Director is to be appointed at any other meeting of Council other than a Summer Meeting, candidates shall be proposed by the Nominations Committee and the Board 21 days or more before the date of the meeting at which the appointment is to take place.
- 81 Council shall have the power to remove the Chairman or an Independent Non-Executive Director from office at any time if a proposal at a meeting of Council to do so is supported by 66% or more of those present and voting.
- 82 Any vacancy arising upon the death, retirement due to age, removal or any other such vacation from office of the Chairman under these Articles (save for where a Chairman is retiring at the end of his first term) shall be filled: (i) as soon as practicable at an extraordinary meeting of Council convened pursuant to the Standing Orders; and (ii) pursuant to Articles 78 and 79. Prior to such appointment for a new Chairman at the extraordinary meeting of Council, a Vice-Chairman (if he is a Director) appointed by the Board, and if he is not a Director any other Director appointed by the Board, shall act as Chairman of The Association. For the avoidance of doubt, any acting Chairman of The Association shall only hold such a position until the new Chairman is appointed or until he himself is removed or resigns as a Director or if the Board resolves to appoint another acting Chairman, whichever is the earlier.
- 83 Any vacancy arising upon death, retirement due to age, removal or any other such vacation from the Board of an Independent Non-Executive Director under the Articles (save for where an Independent Non-Executive Director is retiring at the end of his first term) shall be filled pursuant to Articles 78 and 79.
- 84 During his term of office, the Chairman shall:
- (a) chair meetings of the Board pursuant to these Articles; and
  - (b) carry out such other representative, ceremonial and ambassadorial roles as the Board shall determine from time to time.
- Where the Chairman is unable at any time to carry out any of his duties above, then a Vice- Chairman shall, subject to any other provisions in the Articles, carry out such duty or duties in his place.
- 85 The Leader of Council shall be appointed, reappointed and removed pursuant to these Articles and the Standing Orders, as appropriate.
- 86 During his term of office the Leader of Council shall:
- (a) chair meetings of Council and general meetings of The Association pursuant to these Articles and the Standing Orders, as appropriate; and
  - (b) carry out such other representative, ceremonial and ambassadorial roles as the Board shall determine from time to time.

Where the Leader of Council is unable at any time to carry out any of his duties above, then a Vice-Chairman shall, subject to any other provisions in the Articles, carry out such duty or duties in his place.

- 87 Subject to the maximum set out in Article 77(b), and Articles 102 and 103, the following provisions will apply in respect of the election of National Game Representatives to the Board:
- (a) up to five National Game Representatives shall be elected to the Board by the National Game Representatives; and
  - (b) a National Game Representative shall serve on the Board for a maximum period of three years from the date of his election, at the expiry of which he shall retire, upon which he may stand for re-election if eligible without further nomination for further terms of three years each.
- 88 Save for where a National Game Representative is to retire at the end of his term pursuant to Article 87 above, any vacancy arising upon death or retirement due to age or removal or any other such vacation from the Board of a National Game Representative under the Articles shall be filled at the next scheduled meeting of Council.
- 89 Where elected at a Summer Meeting, the first term for a National Game Representative shall be deemed to have commenced at the date of the Summer Meeting. Where elected at any other time, his term of office shall be deemed to have commenced at the date of such election, save and except that, solely for the purposes of determining when he is to retire pursuant to Article 87 (b), his term of office shall be deemed to have commenced on the date of (the most recent) election of the National Game Representative he has replaced.
- 90 Nominations and the procedure for National Game Representatives to be elected or re-elected to the Board or the National Game Board shall take place on the basis of a procedure to be determined from time to time by the National Game Representatives. Such procedure shall be published.
- 91 Subject to Articles 102 and 103, the following provisions will apply in respect of the appointment of Professional Game Representatives to the Board:
- (a) at each Summer Meeting, up to five Professional Game Representatives are to be appointed to the Board in writing, of which up to three shall be appointed by The FA Premier League and up to two shall be appointed by The Football League; and
  - (b) upon the retirement of a Professional Game Representative at every Summer Meeting pursuant to Article 91 (a) above, such representatives shall be eligible for reappointment.
- 92 Save for where a Professional Game Representative is to retire at the end of his term pursuant to Article 91 above, any vacancy arising upon death, retirement due to age, removal or any other such vacation from the Board of a Professional Game Representative under the Articles shall be filled by The FA Premier League or The Football League respectively, by notifying the Board in writing within one month after the date of the vacancy arising. Subject to Articles 102 and 103, a person so appointed pursuant to this Article shall hold office only for the period of appointment of the person he is replacing.

#### FUNDING FORMULA

- 93 (a) In Article 93 (b), the following definitions shall apply:
- (i) Accounting Year means the period from and including 1 January to 31 December in any calendar year;
  - (ii) Distributable Surplus means Income less (1) Expenditure; (2) the Retention; and (3) the Wembley Retention;
  - (iii) Exceptional Items means any exceptional and unexpected items identified by the Board from time to time requiring funding by the Board in any Accounting Year (which items shall be included within the Retention);

- (iv) Expenditure means the aggregate of the total cost of sales and the total expenditure, in each case incurred by The Association in an Accounting Year, as determined by the Board from time to time by reference to the budget as adjusted by the audited accounts of The Association for such Accounting Year;
  - (v) Income means the total income arising from the activities and operations of The Association in an Accounting Year, as determined by the Board from time to time by reference to the budget as adjusted by the audited accounts of The Association for such Accounting Year;
  - (vi) Initial Surplus means the sum of £65,077,000;
  - (vii) Retention means in relation to an Accounting Year such amount as the Board in its absolute discretion deems necessary to retain for application to capital projects or projected expenditure, to cover contingent liabilities or expenses or to provide for the reserves of The Association PROVIDED THAT, other than in relation to Exceptional Items, such amount shall not exceed 10% of the Income less Expenses in such Accounting Year.
  - (viii) Wembley Retention means in relation to an Accounting Year any amount not included in Expenses or the Retention, which the Board in its absolute discretion deems necessary to apply towards the completion of the construction of and the financing and refinancing of the construction, repair and development of Wembley Stadium.
- (b) Subject to Article 93 (c), where the Distributable Surplus in any Accounting Year is equal to or exceeds the Initial Surplus, the Initial Surplus shall be allocated so that the National Game shall receive £32,432,000 of the Distributable Surplus and the Professional Game shall receive £32,645,000 of the Distributable Surplus. Any excess Distributable Surplus over the Initial Surplus (the "Excess Surplus") shall be allocated between the National Game and the Professional Game so that the National Game shall receive 50% of the Excess Surplus and the Professional Game shall receive 50% of the Excess Surplus.
- (c) Nothing in this Article shall oblige the Board to make any payment or enter into any commitment which would have the effect of The Association becoming insolvent.
- (d) The Board shall agree with and provide to the National Game Board and the Professional Game Board respectively a budget for the Accounting Year setting out the calculations referred to in this Article 93 as soon as practicable in order to enable interim payments of Distributable Surplus to be made at the Board's discretion during such Accounting Year, such payments to be subject to adjustment after completion of the audited accounts of The Association for such Accounting Year.

#### POWERS OF THE BOARD

- 94 The affairs of the Company shall be managed by the Board which may exercise all the powers of the Company and do, on behalf of the Company, all such acts as may be exercised and done by the Company, subject always to the provisions of the 1985 Act, the 2006 Act and these Articles. The Board shall be responsible for (without limitation to the general powers referred to):
- (a) taking such decisions and actions as the Board considers appropriate in managing the affairs of the Company including without limitation appointing or removing from office of the General Secretary, and determining the terms of service of the Chairman (subject to Articles 79 to 83) and the General Secretary;

- (b) all financial matters, including implementing the Funding Formula and approving the operating budgets and business plans of the Professional Game Board, the National Game Board and the Football Regulatory Authority;
  - (c) creating, developing and implementing The Association's overall strategy and specific strategies (including, but not limited to, coaching) and reporting on the same to Council;
  - (d) taking advice from the Professional Game Board, the National Game Board and the Inclusion Advisory Board on all relevant matters under their consideration;
  - (e) reporting to and proposing strategic plans to Council;
  - (f) making decisions upon any and all matters of policy or procedure to be followed by The Association and setting The Association's values and standards;
  - (g) making any such regulations or rules of the Board, together with any amendments to those regulations or rules as it sees fit; and
  - (h) exercising all such powers of the Company as may be required to give effect to the objects as described in the provisions of the Memorandum of Association and which are not by statute or these Articles specifically required to be done or exercised by the Company in general meeting or by Council.
- 95 No alteration of the Memorandum of Association or these Articles or direction given by special resolution or otherwise by the Company in general meeting or decision of Council shall invalidate any prior act of the Board which would have been valid if that alteration had not been made, that direction had not been given or that decision had not been made.

#### DELEGATION OF POWERS OF THE BOARD

- 96 The Board may delegate any of its powers to such committees, divisions, boards, groups or such other bodies consisting of one or more Directors or others, or to the General Secretary, or to any other person holding any other executive office as it sees fit. Any such delegation may be made subject to any conditions as the Board may impose, and either collaterally with or to the exclusion of its own powers and may be revoked or altered. Such committees, divisions, boards, groups or such other bodies may in turn delegate to a sub-committee or such other bodies and on such terms as it considers appropriate.
- 97 The following, without limitation, shall be committees of the Board:
- (a) the Audit Committee;
  - (b) the Nominations Committee;
  - (c) the Remuneration Committee;
  - (d) the National Game Board, pursuant to Article 100;
  - (e) the Professional Game Board, pursuant to Article 101; and
  - (f) the Inclusion Advisory Board.
- 98 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as the Board shall determine, including authority for the agent to delegate all or any of his powers.
- 99 The Board may appoint any person to any office or employment having a designation or title including the word "director" or attach to any existing office or employment with the Company such a designation or title and may terminate any such appointment or the use of any such designation or title. The inclusion of the word "director" in the designation or title of any such office or employment shall not imply that the holder is a director of the Company, nor shall the holder thereby be empowered in any respect to act as, or be deemed to be, a director of the Company for any of the purposes of these Articles, save pursuant to a delegation of power pursuant to Article 96.

100 The remit of the National Game Board shall be as set out by the Board in the terms of reference of the National Game Board from time to time and the members of the National Game Board shall be:

- (a) the National Game Representatives on the Board from time to time;
- (b) one representative appointed jointly by The English Schools' Football Association and the Independent Schools' Football Association (the "Schools' Committee Member");
- (c) eight National Game Representatives who are not the National Game Representatives on the Board (the "Council Committee Members"); and
- (d) any other person appointed in accordance with the terms of reference of the National Game Board from time to time.

Any appointment or removal of the Schools' Committee Member shall be notified in writing to the Secretary by both the English Schools' Football Association and the Independent Schools' Football Association from time to time. Where there is no agreement, the Board shall determine who shall, or who shall not, act as the representative.

At Summer Meetings of Council, the Council Committee Members shall be elected for terms of three years following the same procedures as apply for National Game Representatives on the Board pursuant to Articles 87 to 90, including those procedures which apply to vacancies pursuant to Article 88. An elected Council Committee Member who is retiring by rotation shall be eligible for re-election without further nomination, and any other candidates shall be proposed and seconded by other National Game Representatives to the Secretary in writing at least 21 days in advance of the date on which the election is to be held (save that any candidate put forward as a National Game Representative on the Board for election at the same meeting shall be deemed also to be a candidate for the National Game Board if not successful in the Board election).

101 The remit of the Professional Game Board shall be as set out by the Board in the terms of reference of the Professional Game Board from time to time. The members of the Professional Game Board shall be the following:

- (a) four members appointed by The FA Premier League (each a "FAPL Committee Member"). A FAPL Committee Member may be a person who is: (i) a director or an officer of a football club in membership of The FA Premier League; (ii) a Professional Game Representative; or (iii) the chairman, chief executive officer or other officer of The FA Premier League, PROVIDED ALWAYS THAT at least two FAPL Committee Members are Professional Game Representatives; and
- (b) four members appointed by The Football League (each a "FL Committee Member"). A FL Committee Member may be a person who is: (i) a director or an officer of a football club in membership of The Football League; (ii) a Professional Game Representative; or (iii) the chairman, chief executive officer or other officer of The Football League, PROVIDED ALWAYS THAT at least two FL Committee Members are Professional Game Representatives.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

102 No person may be a Director who has attained the age of seventy years save that a serving Director shall retire at the conclusion of the last Board meeting to take place prior to the Summer Meeting after attaining the age of seventy years.

103 The office of a Director shall be vacated if:

- (a) he ceases to be a Director by virtue of any provision of the 2006 Act or he becomes prohibited by law from being a director; or

- (b) he ceases to hold the position or office by virtue of which he became eligible to be a Director, including (where applicable) where he ceases to be a Member of Council; or
- (c) he is removed by the Shareholders of the Company by a majority vote; or
- (d) being the Chairman or an Independent Non-Executive Director, he is removed pursuant to Article 81;
- (e) being a Professional Game Representative on the Board, he is removed by whichever of The FA Premier League or The Football League appointed him in writing to the Board; or
- (f) he has a bankruptcy order made against him or is declared bankrupt by any court of competition jurisdiction or where he makes any arrangement or composition with his creditors generally or applies for an interim order under section 253 of the 1986 Act in connection with a voluntary arrangement under the 1986 Act;
- (g) he dies or he is, or may be, suffering from mental disorder and either:
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or any similar law in any jurisdiction; or
  - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (h) he resigns his office by notice to the Company; or
- (i) he no longer complies with the provisions of any regulations of The Association relating to "Fit and Proper Persons" as shall be in force from time to time pursuant to paragraph J(1)(f) of the Rules; or
- (j) he is absent for more than six consecutive months from Board meetings without the permission of the Board; or
- (k) he is subject of a decision of The Association, UEFA or FIFA that he be suspended permanently or for a specified period from taking part in football management and/or football administration and/or any football related activity pursuant to any applicable disciplinary provisions under the rules or statutes of UEFA or FIFA (as appropriate).

#### REMUNERATION AND EXPENSES OF DIRECTORS

- 104 Subject to any recommendation from the Remuneration Committee and approval from Council, only the Chairman and the General Secretary may be paid such remuneration or extra remuneration by way of salary, commission or otherwise as the Board may determine.
- 105 The Directors may be paid an attendance allowance in respect of his attendance at meetings of the Board at a level determined by the Board, together with all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of the Board or otherwise in connection with the discharge of their duties.

#### DIRECTORS' INTERESTS

- 106 Subject to the provisions of the 2006 Act, and PROVIDED THAT he has disclosed to the Board the nature and extent of his interest, a Director, notwithstanding his office:
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested or involved;

- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested or involved; and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit unless such a benefit.

Provided that nothing in this Article shall permit a Director to accept a benefit from a third party, which is given to that Director by virtue of his office, unless such a benefit could not reasonably be regarded as giving rise to a conflict of interest.

107 For the purposes of Article 106;

- (a) a general notice given to the Board that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class or persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

#### PROCEEDINGS OF DIRECTORS

108 Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit. On any resolution, each Director shall have one vote save for as set out below at Articles 111 and 116.

109 The Chairman or, in his absence, a Vice-Chairman (if he is a Director) appointed by the Board or, in his absence, such other Director appointed by the Board shall act as the chairman of meetings of the Board.

110 The quorum for a meeting of the Board shall be five, one of whom must be either the Chairman or the General Secretary, one of whom must be a National Game Representative and one of whom must be a Professional Game Representative, and all of whom may participate in a meeting pursuant to Article 115, for the purposes of ensuring a quorate meeting.

111 At all meetings or any part thereof, voting rights shall be equal as between the National Game Representatives on the Board and the Professional Game Representatives on the Board. Where there are unequal numbers of National Game Representatives on the Board and the Professional Game Representatives on the Board present at a meeting (or for any part of a meeting), or where any National Game Representative or Professional Game Representative (as the case may be) has become chairman of the meeting in the Chairman's absence, pursuant to Article 109 above, then the chairman of the meeting shall determine the mode of voting, always subject to the overriding principle of equality of votes.

112 All acts done by a meeting of the Board, or of a committee of the Board, or by a person acting as a Director shall, notwithstanding that it afterwards be discovered that there was a defect in the appointment of any Director or that any of them was disqualified from holding office, or had vacated office, or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote. For these purposes, a Director may be appointed as an alternate for another Director, PROVIDED THAT such alternate is given in such form as complies with the requirements for alternates of Directors as shall be determined from time to time by the Board.



- 113 A meeting of the Board at which a quorum is present may exercise all powers exercisable by the Board.
- 114 At least 7 clear days' notice of a meeting shall be required to be given to the Directors save where each Director agrees in writing to shorter notice. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or of a committee of the Board shall be as valid and effectual as if it had been passed at a meeting of the Board or (as the case may be) a committee of the Board duly convened and held and may consist of several documents in the like form each signed by one or more Directors.
- 115 A meeting of the Board or of a committee of the Board may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic communication or by any other communication equipment) to speak to each of the others, and to be heard by each of the others simultaneously. A Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the chairman of the meeting then is. The word "meeting" in the Articles shall be construed accordingly.
- 116 Where a Director directly or indirectly has either: (i) a material personal interest; (ii) a material commercial interest; or (iii) a duty, which conflicts or may conflict with the interests of the Company, (which is to include any decision made in respect of that Director pursuant to Article 103) he shall declare it on or before the commencement of the meeting and shall not be entitled to vote on any resolution concerning that matter, save where authorised by a resolution of the Board passed by the members of the Board other than the Director so interested and in respect of which, Article 111 shall not apply. A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 117 If a question arises at a meeting of the Board or of a committee of the Board as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

## SECRETARY

- 118 Subject to the provisions of the 2006 Act, the Secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as they may think fit.

## MINUTES

- 119 The Board shall cause minutes to be made in books kept for the purpose of recording all proceedings at meetings of the Company, and of the Board and of such committees, divisions, boards, groups and other bodies of the Board, including the names of the Directors present at each such meeting.

## COUNCIL

- 120 (a) There shall be a body known as "The Council of The Football Association" which shall be constituted according to this Article.
- (b) The following shall be Members of Council:
- (i) the Leader of Council, when so appointed by Council;
  - (ii) the Chairman, when so appointed by Council;
  - (iii) six Vice-Presidents as elected by Council (who may also be Members of Council appointed pursuant to (iv) to (x) below);
  - (iv) the representatives of The FA Premier League as appointed pursuant to these Articles;

- (v) the representatives of The Football League as appointed pursuant to these Articles;
  - (vi) the representatives of the County Associations as appointed pursuant to these Articles;
  - (vii) the representatives of the Other Football Associations as appointed pursuant to these Articles;
  - (viii) the representatives of the Affiliated Organisations as appointed pursuant to these Articles;
  - (ix) the Supporters' Representative, when so appointed by Council;
  - (x) the representatives of the Divisions as appointed pursuant to these Articles;
  - (xi) the General Secretary;
  - (xii) the Independent Non-Executive Directors, when so appointed by Council;
  - (xiii) the Inclusion and Disability Football Representatives, when so appointed by Council; and
  - (xiv) all Life Vice-Presidents and Senior Vice-Presidents (who may also be Members of Council appointed pursuant to (iv) to (x) above). A Member of Council shall become a Life Vice-President on completion of twenty years' service (whether continuous or discontinuous) as a Member of Council PROVIDED ALSO THAT he has attained the age of seventy-two years and was first appointed to Council in or before 1990. A Member of Council shall become a Senior Vice-President on completion of twenty years' service (whether continuous or discontinuous) as a Member of Council PROVIDED ALSO THAT he has attained the age of seventy-two years and was first appointed to Council in or after 1991. A past Chairman may be appointed by Council as a Life Vice-President (if first appointed to Council in or before 1990) or a Senior Vice-President (if first appointed to Council in or after 1991) upon his relinquishing the Chair.
- 121 The FA Premier League and The Football League shall each be entitled to appoint up to eight representatives to Council. A representative of The FA Premier League or The Football League shall be a person who is a director of a football club in membership of The FA Premier League or The Football League respectively or the chairman, chief executive officer or other officer of either of those respective companies.
- 122 The Football Conference shall be entitled to appoint up to two representatives to Council. The representatives of The Football Conference shall be a person who is a director of a football club in membership of The Football Conference, a member of the management committee of an unincorporated member of The Football Conference or the chairman, chief executive officer or other officer of The Football Conference.
- 123 The Isthmian League, The Northern Premier League and The Southern League shall each be entitled to appoint one representative to Council. A representative of The Isthmian League, The Northern Premier League and The Southern League shall be a person who is a director of a football club in membership of The Isthmian League, The Northern Premier League and The Southern League respectively, a member of the management committee of an unincorporated member of The Isthmian League, The Northern Premier League or The Southern League or the chairman, chief executive officer or other officer of any of those respective companies.
- 124 Each County Association that has been such for the previous three years and has had 50 or more football clubs in membership for at least one year (the provisions of Article 14(d)

- applying in relation to what shall qualify as a football club in membership) shall be entitled to appoint annually one representative to Council.
- 125 Each of The University of Oxford Football Association, The University of Cambridge Football Association, The Amateur Football Alliance, The English Schools' Football Association, The Independent Schools' Football Association, The Army Football Association, The Royal Navy Football Association, The Royal Air Force Football Association, The League Managers' Association, The Professional Footballers' Association and The Referees' Association shall be entitled to appoint annually one representative to Council.
- 126 The Women's Football Conference shall be entitled to appoint annually up to two representatives to Council.
- 127 The Supporters' Representative shall be the individual elected to represent the interests of supporters, by way of a process approved by the Council Membership Panel, and appointed annually by Council from time to time.
- 128 The Disability Football Representative shall be the individual as nominated by the Disability Football Committee and appointed annually by Council from time to time.
- 129 The Inclusion Representatives shall be the individuals as nominated by the Inclusion Advisory Board and appointed annually by Council from time to time.
- 130 The Divisions shall each be entitled to appoint annually one club representative (each hereinafter known as a "Divisional Representative") to Council in accordance with the Standing Orders.
- 131 Save for the Chairman, Leader of Council, the General Secretary, Life Vice-Presidents and Senior Vice-Presidents, each representative appointed under Article 120 shall serve as a Member of Council from the date of appointment (which shall, save for Articles 134 and 133 take place in June but always on a date before the date of the Summer Meeting), until midnight on the day before the Summer Meeting in the following year or the date of his replacement or vacation of office if earlier and (subject to any provisions as set out in the Standing Orders in respect of age limits or otherwise) such representatives shall be eligible for re-appointment.
- 132 If any Member of Council is appointed pursuant to Articles 121 to 130 and subsequently becomes a Life Vice-President or Senior Vice-President, he shall only be able to vote in his capacity as a representative of the organisation which so appointed him and not in his capacity as a Life Vice-President or Senior Vice-President PROVIDED THAT, if such organisation elects for him to cease to be its voting representative, as it may do so (and such election is to be final), then it may appoint a replacement to become a voting Member of Council who shall serve for the period of appointment of the person being replaced.
- 133 If any Member of Council is appointed pursuant to Articles 121 to 130 and subsequently is elected as a Vice-President, he shall only be able to vote in his capacity as a representative of the organisation which so appointed him and not in his capacity as a Vice-President PROVIDED THAT, if such organisation elects for him to cease to be its voting representative, as it may do so (and such election is to be final), then it may appoint a replacement to become a voting Member of Council who shall serve for the period of appointment of the person being replaced.
- 134 On the death, resignation or removal or vacation from office (otherwise than as set out in Articles 132 and 133 above) of any representative, the organisation by which the representative was appointed under these Articles, shall have the power to appoint a new representative as a replacement. Such replacement shall serve for the period of appointment of the person being replaced.
- 135 Notwithstanding the power of the Board to manage The Association as reserved in Article 94, Council shall have the following powers:

- (a) to manage all matters relating to:
  - (i) the operation of the Football Regulatory Authority and the Judicial Panel, and where appropriate, appointments to the Judicial Panel, pursuant to financial and other arrangements agreed with the Board;
  - (ii) the control and management of the National League System and the leagues beneath the National League System;
  - (iii) the criteria for membership of The Association;
  - (iv) the sanction of competitions and matches in England and overseas and the status and registration of players;
  - (v) the registration, control and development of refereeing;
  - (vi) the privileges of Members of Council and in particular issues of protocol, travel, seating and hospitality at matches;
  - (vii) the development of women's football;
  - (viii) youth football and the county youth cup competitions;
  - (ix) the composition of the committees of Council; and
  - (x) the appointment, re-appointment or removal of the Chairman and Leader of Council and any other elections or appointments (as required) in respect of positions on Council;
- (b) to approve changes to the composition of Council (subject to the approval of the Board and the provisions of the 2006 Act);
- (c) to approve and recommend to the Shareholders proposed amendments to the Memorandum of Association, the Articles and the Rules (subject to the approval of the Board and the provisions of the 1985 Act and 2006 Act (as applicable));
- (d) to make or alter such regulations as are deemed necessary to provide for matters arising from or to implement the Rules in so far as any such regulation is not in conflict with any Rule;
- (e) to debate any current and significant issues relating to football;
- (f) to amend and/or make Standing Orders regulating the conduct of the business of Council (subject to the approval of the Board);
- (g) to represent The Association at all "Football Association Semi Professional XI" representative matches;
- (h) to debate and consider those documents referred to in Article 142;
- (i) to debate and consider the appointment of the auditors of The Association; and
- (j) to receive reports from the Board on the exercise of the Board's powers on an annual basis at the Summer Meeting or at such other time as requested by Council, PROVIDED THAT Council shall not have the power to make any decision (including any decision which purports to be binding on the Company) in relation to any financial or commercial matter or other business matter or which has any financial or commercial or other business effect unless specifically authorised to do so by the Board in accordance with these Articles.

136 Council shall have the power to delegate matters within its jurisdiction only to the Football Regulatory Authority, the Judicial Panel, the Referees Committee, the Protocol Committee, Leagues Committee, the Membership Committee, the Alliance Committee, the Sanctions and Registrations Committee, the Women's Football Committee, the Youth Committee, the Representative Matches Committee, the Committee Appointment Panel and the Council Membership Panel. Other than the Football Regulatory Authority and the Judicial Panel, such committees, groups and panels shall not have the power to delegate any matters to others, without prior Board approval.

**SEAL**

- 137 The seal shall only be used by the authority of the Board or of a committee of the Board authorised by the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary (or by a second Director). Any document signed on behalf of the Company in accordance with section 44 (2) of the 2006 Act has the same effect as if executed under the Seal.

**INDEMNITY**

- 138 Subject always to the provision of the 2006 Act and so far as may be consistent with the Statutes, in the management of the affairs of The Association, no Director shall be liable for any loss to the property of The Association arising by reason of an improper investment made in good faith (so long as he shall have sought professional advice before making such investment) or for the negligence or fraud of any agent employed by him or by any other Director in good faith (provided reasonable supervision shall have been exercised) although the employment of such agent was not strictly necessary or by reason of any mistake or omission made in good faith by any Director.
- 139 Subject to the provisions of the 2006 Act and so far as may be consistent with the Statutes:
- (a) every Director and any other officer of The Association (other than the auditors) shall be indemnified out of the assets of The Association against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the actual or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or offices, providing that any such indemnity in relation to that Director or such officer shall only be valid in respect of any negligence, default, breach of duty or a breach of trust of which that Director or that officer may be guilty in relation to The Association to the extent that it constitutes a qualifying third party indemnity provision as defined in Section 234 of the 2006 Act;
  - (b) every Director or other officer of The Association (excluding the auditors) is exempted from any liability to The Association, where that liability would be covered by the indemnity in Article 139 (a); and
  - (c) The Association may also provide funds to any Director or other officer (excluding the auditors) or do anything to enable any Director or such other officer to avoid incurring expenditure of the nature described in Section 206 of the 2006 Act.

**ACCOUNTS**

- 140 The Board shall cause true accounts to be kept of all the receipts, credits, payments, assets and liabilities of the Company, and of all other matters necessary for showing the true state and condition of the Company, and the accounts shall be kept in such books and in such manner as the Board think fit, and to the satisfaction of the auditors.
- 141 A copy of every balance sheet and profit and loss account (including any documents required by law to be annexed thereto) which is to be laid before the Company in general meeting and of the Directors' and auditors' reports shall, at least twenty-one days prior to the meeting, be delivered or sent by post to every Shareholder and to every debenture holder of the Company of whose address the Company is aware, and to every other person who is entitled to receive notice of meetings from the Company under the provisions of the 2006 Act or of these Articles or, in the case of joint holders of any debenture, to one of the joint holders, PROVIDED THAT the requirements of this Article shall be deemed satisfied in relation to any Shareholder by sending to such Shareholder, where permitted by the 2006 Act and instead of such copies, a summary financial statement derived from the Company's

annual accounts and the report of the Directors and prepared in the form and containing the information prescribed by the 2006 Act and any regulations made thereunder.

- 142 The Board shall, prior to the balance sheet, the profit and loss account and the Directors' and the auditors' reports being laid before the Company in general meeting, as referred to in Article 141 above, procure that each of those documents shall be sent to the members of Council and where possible laid before a meeting of Council.

- 143 The books of account shall be kept at such place or places as the Board appoint, and shall be open to inspection by a Shareholder with the consent of the Board or of a special resolution of the Company.

#### AUDIT

- 144 The accounts of the Company shall be annually examined and the correctness of the balance sheet and accompanying accounts ascertained by an auditor or auditors to be appointed by the Company at the annual general meeting in accordance with the provisions of the 2006 Act (such appointment to be subject to the prior consideration of Council where possible).

#### NOTICES

- 145 Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Board need not be in writing.
- 146 A notice may be served in accordance with the provisions of the Statutes. The Company may serve or deliver any notice or other document on or to a Shareholder: (i) personally; (ii) by sending it by post in a prepaid envelope addressed to the Shareholder at the registered address of the person or of the body referred to in Article 12 on whose behalf a share is held; (iii) by leaving it at the address referred to above; (iv) electronically to an electronic address or facsimile number notified to the Company by the Shareholder for this purpose; or (v) by reference to a particular website. A notice given to any person shall be binding on any body referred to in Article 12 on whose behalf that person acts or holds a share and all proceedings taken without any further or other notice shall be binding on such body.
- 147 A Shareholder present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 148 Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register, has been duly given to a person from whom he derives his title.
- 149 Proof that an envelope containing a notice or document was properly addressed, prepaid and posted shall be conclusive evidence that the notice or document was given. A notice or document sent by post shall be deemed to be given:
- (a) if sent by first class on the day following that on which the envelope containing it was posted; or
  - (b) in any other case, on the second day following that on which the envelope containing it was posted.
- 150 Where a notice or document is sent to an electronic address or facsimile number, service or delivery is deemed to be effected at the expiration of forty-eight hours after it was sent and in proving such service or delivery, it shall be sufficient to show that the sender's equipment indicates successful transmission within such period. Where a notice or document is sent by reference to a particular website, service or delivery is deemed to be effected when the recipient is notified of its availability on the website.

- 151 If at any time the Company is unable effectively to convene a general meeting by notices sent through the post in the United Kingdom as a result of the suspension or curtailment of postal services, notice of such general meeting may be sufficiently given by advertisement in the United Kingdom and in that event the notice shall be deemed to have been served on all Shareholders and other persons, who are entitled to have notice of meetings served upon them. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.
- 152 Any notice given by advertisement shall be advertised on the same date in at least two daily newspapers having a national circulation and such notice shall be deemed to have been served at noon on the day when the advertisement appears.

#### WINDING-UP

- 153 If upon the winding up or dissolution of the Company there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Shareholders, but subject to the next provisions shall be given or transferred to such institution or institutions having objects wholly or partially similar to the objects of the Company as shall be determined by the Shareholders at or before the time of dissolution or by the Board after such dissolution, or in default thereof by such Judge of the High Court of Justice in England and Wales as may have or acquire jurisdiction in the matter, or if and so far as effect cannot be given to such provision, then to some charitable object.

#### RULES

- 154 All Shareholders, Directors, Members of Council and any body appointing the same under these Articles, are bound by and subject to and shall act in accordance with the Rules and any regulations, standing orders, decisions, rulings or other findings, penalties or orders of any nature made pursuant to the Rules under Article 155.
- 155 The Rules shall be as determined by the Shareholders from time to time in general meetings. Proposals to amend the Rules may only be made by:
- (a) a Shareholder (PROVIDED THAT such proposal does not relate in any way to any financial or commercial matter or other business matter or which has any financial or commercial or other business effect); or
  - (b) the Board (PROVIDED THAT such proposal has been approved by Council).
- 156 Proposals to amend the Rules under Article 155 may only be made if:
- (a) such amendment complies with the Law and is not inconsistent with the Memorandum of Association and Articles; and
  - (b) acting in accordance with the Rules incorporating such amendment would not place the Association, the Directors, the Members of Council, the Shareholders or any other person acting in accordance with the Rules pursuant to these Articles in breach of the Law or the Memorandum of Association and Articles.
- 157 The Rules may provide that regulations, standing orders, decisions, rulings or other findings, penalties or orders may be made by Council or any committee thereof in order to carry out the intent or purpose of a Rule.
- 158 A resolution to amend the Rules shall be by way of ordinary resolution which shall be carried if supported by 75% or more of those Shareholders who are present and voting.

**MEMORANDUM OF ASSOCIATION AND ARTICLES**

- 159 The Memorandum of Association and the Articles shall be as determined by the Shareholders from time to time in general meetings and the provisions contained in these Articles. Proposals to amend the Memorandum of Association and Articles may be made by the Shareholders pursuant to the 1985 Act or the 2006 Act (as applicable) or by the Board (PROVIDED THAT any such proposals made by the Board have been approved by Council).
- 160 Proposals to amend the Memorandum of Association and Articles under Article 159 may only be made if:
- (a) such amendment complies with the Law; and
  - (b) the Memorandum of Association and Articles incorporating such amendment would not breach the Law.

**TRANSITIONAL PROVISIONS**

- 161 The foregoing Articles are to be read having regard and subject to the transitional provisions set out immediately below.
- 162 The provisions of Article 132 shall not apply to those Members of Council who are: (i) Life Vice-Presidents or Senior Vice-Presidents at the date of adoption of these Articles. Such persons shall continue to be able to vote in their capacities as Life Vice-Presidents or Senior Vice-Presidents until they are no longer Members of Council.
- 163 The provisions of Article 133 shall not apply to those Members of Council who are: (i) Vice-Presidents at the date of adoption of these Articles; and (ii) Vice-Presidents at the date of adoption of these Articles and who subsequently become Life Vice-Presidents or Senior Vice-Presidents. Such persons shall continue to be able to vote in their capacities as Vice-Presidents and/or Life Vice-Presidents or Senior Vice-Presidents until they are no longer Members of Council.



NOTES

NOTES

## THE RULES OF THE FOOTBALL ASSOCIATION LIMITED (“The Association”)

(“The Rules”) as adopted by The Association on 21st May 2014 (the “Effective Date”)

These Rules must be read in conjunction with the Articles of Association of The Association (“the Articles”).

### A. CONSTITUTION AND ADMINISTRATION OF THE ASSOCIATION

#### THE ASSOCIATION

1. The Association shall have as members (which, for the avoidance of doubt, does not mean ‘shareholders’ or owners) those Clubs and Affiliated Associations such as Council may approve and which are otherwise qualified hereunder.

All Clubs and Affiliated Associations shall play and/or administer football in conformity with these Rules and also:

- (a) The Laws of the Game (as defined in the Articles); and
- (b) the statutes and regulations of FIFA and UEFA which are in force from time to time.

#### DEFINITION AND INTERPRETATION

2. In the interpretation of these Rules: any words and expressions, unless otherwise defined herein, shall be words and expressions as defined in the Articles:

“**Academy**” means an establishment for the coaching and education of Academy Players operated by a Club in accordance with the requirements of the Professional Game Youth Development Rules licensed by the Professional Game Board pursuant to Youth Development Rule 10.

“**Academy Player**” means a male player (other than an Amateur Player or a Trialist) who is in an age group between Under 9 and Under 21 and who is registered for and who is coached by or plays football for or at a Club which operates an Academy pursuant to the Professional Game Youth Development Rules, save for a player who:

- (a) In the reasonable opinion of the Club which holds his registration has developed technical, tactical, physical and psychological skills of such a level that he would not benefit from participating or continuing to participate in its Academy’s Coaching Programme and Games Programme; and
- (b) Is registered as a Contract Player for that Club; and
- (c) Is at least 18.

“**Affiliated Association**” means an association which is either a County Association or an Other Football Association;

“**Appeal Board**” means any appeal board as established from time to time whose purpose is to hear appeals made by Participants pursuant to its terms of reference from time to time;

“**Appropriately Qualified Accountant**” means any individual who is a member of one of the bodies holding membership of the Consultative Committee of Accountancy.

“**Associate Member Club**” means a Club accorded the status of an Associate Member Club pursuant to Rule A3(c);

“**Authorised Agent**” shall have the meaning ascribed to the term within The Association’s Football Agents Regulations;

“**Club**” means any football club;

“**Club Official**” means any official, director, secretary, servant or representative of a Club;

“**Competition**” means any competition (whether a league or knock-out competition or otherwise) sanctioned by The Association and/or an Affiliated Association;

**“Contract Player”** means any player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club;

**“County Association”** means an association which has been accorded the status of a County Association pursuant to Rule A4(a)(i);

**“Football club”** means any club which plays the game of football in England and is recognised as such by The Association;

**“Football Creditor”** means:

- (i) The Association and any Parent Undertaking of The Association and any Subsidiary Undertaking of that Parent Undertaking or The Association;
- (ii) The FA Premier League;
- (iii) The Football League;
- (iv) The Football Conference;
- (v) The Northern Premier League;
- (vi) The Southern League;
- (vii) The Isthmian League;
- (viii) any member club of any of the organisations listed in (i) to (vii) above;
- (ix) any full-time or part-time employee of a member club, as defined in (viii) above, or former full-time or part-time employee of such a member club, in respect of sums due to such person by way of arrears of remuneration or expenses;
- (x) the Professional Footballers’ Association;
- (xi) The Football Foundation;
- (xii) any Affiliated Association; and
- (xiii) any other affiliated clubs or leagues, and includes any successor bodies of any of the above;

**“Football Regulatory Authority”** means the football regulatory authority of The Association;

**“Full Member Club”** means a Club accorded the status of a Full Member Club in pursuant to Rule A3(c);

**“Group”** shall have the same meaning as defined at Section 474(1) of the 2006 Act.

**“Licensed Agent”** means an agent holding a licence issued by The Association in accordance with the applicable FIFA regulations governing players’ agents;

**“Management Committee Member”** means a person responsible for the management and administration of an unincorporated Club;

**“Manager”** means the Official of a Club responsible for selecting a Club team;

**“Match”** means a football match sanctioned by The Association and/or an Affiliated Association;

**“Match Officials”** means referees and assistant referees and includes reserve officials and fourth officials;

**“Non-Contract Player”** means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment;

**“Non-Member Club”** means any Club affiliated to an Affiliated Association which is not a Full Member Club nor an Associate Member Club;

**“Official”** means any official, director, secretary, servant or representative of an Affiliated Association or Competition;

**“Other Football Association”** means one or any of the following listed associations:

- (a) The University of Oxford Football Association;
- (b) The University of Cambridge Football Association;
- (c) The Army Football Association;
- (d) The Royal Navy Football Association;
- (e) The Royal Air Force Football Association;
- (f) The Amateur Football Alliance;
- (g) The Women’s Football Conference;
- (h) The English Schools’ Football Association; and
- (i) The Independent Schools’ Football Association;

**“Out of Contract Player”** means a Contract Player whose contract has expired;

**“Parent Association”** means the Affiliated Association of which a Club, in membership of more than one Affiliated Association, was first a member;

**“Parent Undertaking”** shall have the same meaning as defined at Section 1162 of the 2006 Act.

**“Participant”** means an Affiliated Association, Authorised Agent, Competition, Club, Club Official, Licensed Agent, Player, Official, Match Official, Management Committee Member, Member or Employee of an affiliated Club and all such persons who are from time to time participating in any activity sanctioned either directly or indirectly by The Association;

**“Player”** means any Contract Player, Out of Contract Player, Non-Contract Player or other player who plays or is eligible to play for a Club or is subject to any suspension from playing;

**“Regulatory Commission”** means any regulatory commission as established from time to time whose purpose is to hear Participants’ cases;

**“Scholarship”** means a scholarship as set out in Rule C3(a)(i) of these Rules; and

**“Subsidiary Undertaking”** shall have the same meaning as defined at Section 1162 of the 2006 Act.

### AFFILIATION OF CLUBS

- 3
- (a) *Application to be a Full Member Club*  
A Club may apply to be a Full Member Club on the appropriate form published by The Association. A completed form must be received at The Association before 1st March in any calendar year.
  - (b) *Application to be an Associate Member Club*  
A Club may apply to be an Associate Member Club on the appropriate form published by The Association. A completed form must be received by The Association before 1st March in any calendar year.
  - (c) *Control by The Association*  
Eligibility to be a Full Member Club or an Associate Member Club shall be under the control of Council which shall have the power to make regulations concerning eligibility criteria and conditions. Notwithstanding that an application may satisfy such criteria and conditions, The Association shall have the power in its absolute discretion to refuse an application to be a Full Member Club or an Associate Member Club, and accordingly, only on the written confirmation of The Association shall a Club be accorded the status of either a Full Member Club or an Associate Member Club.

- (d) *Rights and Privileges*  
Neither a Full Member Club nor an Associate Member Club shall have rights or privileges other than as arise pursuant to the Articles and the Rules.
- (e) *Resignation by a Full Member Club or an Associate Member Club*  
A Full Member Club or an Associate Member Club may resign its status as such to have effect only at the end of the playing season. Written notice of an intention to resign must be received at The Association by 31st December in that playing season.
- (f) *Termination of Status of a Full Member Club or an Associate Member Club*  
Council may at any time decide that a Club shall cease to have the status of a Full Member Club or an Associate Member Club on such terms as it considers appropriate. A Club shall automatically cease to have the status of a Full Member Club or an Associate Member Club if it ceases to be in membership of an Affiliated Association.
- (g) *Transfer of Membership*  
Council may use the following criteria, and any other conditions in Council's absolute discretion, in deciding whether to approve the transfer of membership by a Full Member Club or an Associate Member Club:
- (i) the shareholders or members of the existing Full Member Club or Associate Member Club have voted to agree the transfer of the membership to the proposed future member;
  - (ii) all Football Creditors of the existing Full Member Club or Associate Member Club must be fully satisfied;
  - (iii) all other creditors of the existing Full Member Club or Associate Member Club must be satisfied and evidenced as such;
  - (iv) the proposed future Full Member Club or Associate Member Club must provide financial forecasts showing their ability to fund the Full Member Club or Associate Member Club for the next 12 months or to the end of the season following transfer (whichever is the longer);
  - (v) evidence of funding sources will be required; and
  - (vi) where the proposed future Full Member Club or Associate Member Club is a company, then it shall be formed and registered in England and Wales under the Act.
- (h) *Suspension of Membership/Rights and Privileges*  
On such terms and conditions as it considers appropriate, Council may at any time suspend the status, rights and privileges of a Full Member Club or an Associate Member Club.
- (i) *Nursery Clubs*  
Any Club which is under obligation to another Club, written or otherwise, by reason of which it has not the sole and entire control of its own management, finances and Players, shall be deemed to be a "Nursery Club" and is not entitled to be a Full Member Club or an Associate Member Club.
- (j) *Annual Return of a Full Member Club and an Associate Member Club*
- (i) Each Full Member Club, Associate Member Club and any other Club which The Association determines from time to time, shall forward to The Association before 1st July in each calendar year a completed Form "A" (in such form as shall be published by The Association from time to time) and shall supply such further information as is required by Council.

- (ii) A Club shall report to The Association within 21 days any change in the information set out on the Form A most recently submitted.
- (iii) If the Club has failed to submit a fully completed Form A to The Association by 1st July in any calendar year it shall be subject to such fine or other appropriate sanction as may be determined by Council.
- (k) *Subscription Fees of Full Member Clubs and Associate Member Clubs*
  - (i) Each Full Member Club and Associate Member Club shall on or before 1st July in each calendar year pay to The Association such subscription fee as shall be determined from time to time. An annual subscription shall not be refundable in any circumstance.
  - (ii) A Full Member Club or an Associate Member Club which has failed to pay any subscription due to The Association by 1st July in any calendar year shall be subject to such fine or other appropriate sanction as may be determined by Council.
- (l) A Club competing in any one of The Premier League, The Football League, The Football Conference, the Southern Football League, the Isthmian League and the Northern Premier League shall not be permitted to change its playing name (i.e. the name under which the Club competes in a Competition), as recorded on Form "A", save with the prior written permission of Council.  

Any application for a change of playing name must be received by The Association before 1st April in any calendar year in order for it to be considered by Council for adoption in the following playing season. Council will use its absolute discretion in deciding whether to approve a change in a Club's playing name.
- (m) Where a Club is a company, that company must be formed and registered in England and Wales under the Act.

#### AFFILIATION OF ASSOCIATIONS

- 4 (a) *Conditions of Affiliation*
  - (i) Each County Association shall cover a defined area and shall neither extend nor alter such area without first having obtained the written consent of The Association and accordingly, only on the written confirmation by The Association shall an association be accorded the status of a County Association.
  - (ii) Each Other Football Association shall cover a defined category of membership as determined from time to time by The Association and shall neither expand nor alter such category of membership without first having obtained the written consent of The Association and accordingly, only on the confirmation by The Association shall an association be accorded the status of an Other Football Association.
  - (iii) Affiliated Associations may admit to membership Clubs within their area, and provide for the proper management and control of such Clubs.
  - (iv) An annual affiliation fee shall be paid by all Clubs in membership with Affiliated Associations and shall not be less than the amount determined from time to time by The Association.
  - (v) All Clubs which are Non-Member Clubs shall observe the Rules.
  - (vi) Second or reserve teams must always be so described.

(b) *Subscription*

A membership fee, payable within one week of approval of application, and an annual subscription payable by 1st July in each calendar year, shall be as determined from time to time by The Association.

(c) *Other Associations and Clubs*

Council shall have the power to admit into membership any association of clubs within the British Commonwealth, or any club in any area where an association has not been established. The annual subscription shall be as determined from time to time by The Association. The membership of either such association or club does not confer the right to send a representative to any meeting of The Association, nor to exercise a vote at any such meeting.

**FAILURE TO PAY SUBSCRIPTION**

- 5 An Affiliated Association whose subscription is unpaid on 1st July in any calendar year shall be subject to such fine or other appropriate sanction as may be determined by Council.

**POWERS OF THE ASSOCIATION**

- 6 Save as otherwise expressly provided by these Rules, resolutions and decisions of The Association shall be binding upon all Affiliated Associations and Clubs and all members thereof, until they are rescinded or varied.

**PRIVILEGES OF COUNCIL MEMBERS**

- 7 Each Member of Council shall be furnished with an annual pass (which shall not be transferable), and all Clubs shall admit the holder to their grounds and stands upon production of such pass without requiring any other authority, except on occasions when Council shall otherwise decide.

**B. SANCTIONING OF ASSOCIATIONS, COMPETITIONS AND MATCHES****SANCTIONING OF COMPETITIONS**1 (a) *Form "D"*

Associations, Competitions or other combinations of Clubs, Players or Officials, shall not be formed without the written consent of The Association, or of the Affiliated Association or Affiliated Associations concerned.

All applications for formation of Competitions (other than Competitions for charity) shall be made on Form "D" (in such form as shall be published by The Association from time to time), and applications for continuance must be made on this Form D annually.

All Affiliated Associations, Competitions or other combinations of Clubs, Players or Club Officials, Officials or Match Officials shall observe the Rules.

Associations or Clubs in membership of or affiliated to The Association and/or an Affiliated Association shall not play against any association or club belonging to any association, competition or combination of clubs to which such consent has not been given.

Clubs being members of more than one Affiliated Association shall be under the jurisdiction of the Affiliated Association of which they first became a member, except in matters arising in a match under the control of another Affiliated Association, or in any other case where The Association, in using its discretion, determines that this position should not apply.



- (b) *Competition Regulations for Clubs and Players*  
Any Competition or other combination of Clubs may, subject to these Rules, make such regulations between their Clubs and Players as they may deem necessary.  
Where a Competition or other combination of Clubs is sanctioned directly by The Association, Council shall cause an appeals commission to be appointed.  
Where a Competition or a combination of Clubs is sanctioned by an Affiliated Association an appeals commission shall be appointed by the sanctioning Affiliated Association.
- (c) *Powers of Affiliated Associations over Clubs not in Membership of an Affiliated Association*
- (i) An Affiliated Association must not close a ground of a Club of another Affiliated Association. The matter must be dealt with by a joint commission of the Affiliated Associations concerned.
- (ii) Clubs entering a Competition of an Affiliated Association of which they are not in membership shall be under the control of that Affiliated Association so far as the rules of the Competition are concerned. If in such matches, Clubs or Players are reported for offences against the Laws of the Game, or the Rules, such offences shall be dealt with by a joint commission of the Affiliated Associations concerned unless otherwise mutually agreed.

#### NATIONAL LEAGUE SYSTEM

- 2 (a) There shall be a National League System comprising participating Competitions between which relegation and promotion links shall operate on such basis as shall be determined by Council from time to time.
- (b) The Competitions and the Clubs participating in the National League System shall be bound by relevant regulations of The Association from time to time in force.
- (c) The Competitions participating in the National League System shall be as determined by Council from time to time.

#### CHARITY ASSOCIATIONS, BENEFIT COMPETITIONS AND CHARITY MATCHES

- 3 (a) *Form "E"*  
Charity associations or benefit Competitions shall not be formed without the written consent of The Association or of an Affiliated Association. All applications for formation shall be made on Form "E" (in such form as shall be published by The Association from time to time) and applications for continuance must be made on this form annually.  
All charity associations or benefit Competitions shall observe the Rules and regulations of The Association.  
Associations, Clubs or Players in membership of The Association and/or an Affiliated Association shall not play or take part in any charity association or benefit Competition to which consent has not been given.
- (b) *Charity Matches*  
Individual matches (not competition matches) may be played, for charity, or some similar object approved by The Association and/or an Affiliated Association. Reasonable expenses not exceeding 20% which may be approved by the consenting association on the application for consent, may be deducted from the gross proceeds.

The balance must be paid over within 14 days of the match being played, and at the same time a return of the sums received and paid together with the necessary receipts, must be sent to the association which gave consent.

A match arranged between two Clubs or teams in which a trophy, medals or other reward is given to the Club or Players is not a Competition within this Rule.

#### SANCTIONING OF MATCHES

##### 4 (a) *Unaffiliated Football*

Clubs, Players and Club Officials subject to the jurisdiction of The Association and/or an Affiliated Association shall not be associated with nor play with or against any club which is not a member of The Association and/or an Affiliated Association. Those who immediately prior to their association with unaffiliated football organisations were under the jurisdiction of The Association and/or an Affiliated Association, shall not be eligible to participate in football under the jurisdiction of The Association and/or an Affiliated Association without the written consent of The Association and/or an Affiliated Association.

No match between unaffiliated teams shall be played on grounds which are under the jurisdiction of Clubs which are in membership with The Association and/or an Affiliated Association.

##### (b) *Matches with Foreign Associations, Leagues and Clubs<sup>1</sup>*

Affiliated Associations, Competitions or Clubs wishing to play a match or series of matches against members of another national association must apply on the prescribed forms to The Association at least 60 days before the date of the intended match or the first of a series of matches.

The Association has in its discretion the power to consent or refuse an application.

When written consent has been given, The Association will inform the other national associations concerned.

An application to participate in a match or a series of matches against members of another national association involving players of school age shall be required to demonstrate that all such players have received the necessary permission from their head teacher before The Association will give consent.

Affiliated Associations, Competitions and their Clubs must not pay a commission of more than 10% of the reimbursements of travelling expenses to organisations or persons arranging their tours.

Where a national association provides in its rules for the membership of all associations, competitions, and clubs within its area, consent for matches with unaffiliated associations, leagues or clubs will not be given.

#### FOOTBALL AND RELIGIOUS OBSERVANCE

- 5 (a) A Participant cannot be compelled to play football on bona fide occasions where religious observance precludes such activity, save where the Participant:
- (i) has consented to do so on such occasions; or
  - (ii) is registered as a Player under written contract, which shall be taken as consent to play on such occasions unless otherwise provided for in the contract.
- (b) Annually, when planning programmes, Competitions shall define and notify agreed dates of such occasions.

<sup>1</sup> This Rule does not apply to matches between members of The Association and/or an Affiliated Association and members of The Scottish Football Association, The Football Association of Wales and The Irish Football Association.

**SCRATCH TEAMS**

- 6 Except with the written consent of The Association, or of the Parent Association, no match at which gate money is taken shall be played if either of the competing teams is a scratch team. Where consent is given for such a match the provisions of Rules B7(a) and 7(b) shall apply.

**PROCEEDS OF MATCHES OR COMPETITIONS**

- 7 (a) Clubs and Players shall not compete in any Match or Competition (including small - side Matches or Competitions) the proceeds of which are not devoted to a Club or association or some other object approved by The Association or by an Affiliated Association.

*Small-Side Matches*

- (b) Small-side Matches and Competitions (not more than seven-a-side) may be arranged provided that:
- (i) the Competition has been sanctioned by The Association or the relevant Affiliated Association in accordance with the agreed procedures laid down from time to time by The Association;
  - (ii) in the case of single matches, charity Competitions and Competitions played over a short period of days, they must be sanctioned by The Association or the Affiliated Association concerned in accordance with agreed procedures laid down from time to time by The Association;
  - (iii) the sanctioning of such a match or Competition in this case shall automatically accord to the team and/or Competition the status of an affiliated body and to the Players participating in the match or Competition the status of affiliated Players for the team for which they play in the match or Competition. A list of the competing teams must be submitted to the sanctioning association;
  - (iv) the rules governing the eligibility and conduct of the Players shall be under the control of the management committee of the Competition subject always to the overriding authority of The Association or the Affiliated Association concerned and shall in so far as practicable be in conformity with the Rules. In the case of individual Matches the eligibility and conduct of the Players shall be the responsibility of the sanctioning body;
  - (v) for small-side games played for charitable objectives a statement of accounts of the event shall be supplied to the sanctioning body concerned within 21 days;
  - (vi) where two Affiliated Associations cover the same area, the permission must be obtained from the appropriate Parent Association;
  - (vii) there shall be no Close Season (as defined in Rule B8 below) for small-side games; and
  - (viii) the laws applicable to small-side games are printed elsewhere in this handbook.

**THE PLAYING SEASON**

- 8 (a) *The Association to Determine*
- The Association shall determine annually the date on which the playing season shall commence and the season shall terminate not later than the following 1st June. Each Competition shall within the limit laid down by The Association, determine the length of its own playing season.

- (b) *The Close Season*  
The "Close Season" shall be defined as the period between 1st June and 30th June inclusive each calendar year, save where The Association makes an order to the contrary.
- (c) *Matches Which May be Played in the Close Season*  
No Matches other than the following may be played in the Close Season:
- (i) small-sided Matches as specified in Rule B7, mini-soccer Matches or Matches played according to "The Laws of the Game – 9 v 9" and those organised in connection with works' clubs sports days on private grounds and at fetes and similar sports functions;
  - (ii) Matches between Army, Navy and Royal Air Force teams and teams of the Auxiliary Forces in Competitions whilst in camp. Such Competitions shall be strictly confined to the units concerned and gate money shall not be taken;
  - (iii) Matches involving members of boys' brigades, scouts and kindred organisations in Competitions whilst in camp;
  - (iv) Matches for national representative teams or clubs played under the auspices of FIFA or UEFA; and
  - (v) Matches between Clubs in The FA Premier League and The Football League for the following season, and between Clubs in The FA Women's Super League. This sub-paragraph (v) shall also apply to any successor in title to any of the Leagues specified;
  - (vi) 11v11 matches in sanctioned Leagues or Competitions that meet the criteria in accordance with the "Regulations for the Sanction and Control of Competitions" and are approved by The Association or sanctioning Association;
  - (vii) Single day, weekend and Bank Holiday competitions and festivals meeting the criteria and receiving sanction; and
  - (viii) Pilot projects granted dispensation by The Association or sanctioning Association.
- (d) *Matches Which May be Played Prior to the Commencement of the Season*  
After 30th June, and prior to the commencement of the playing season, Matches may be played between teams of the same Club or between teams of different Clubs.
- (e) An appropriation will be made annually from the amount payable to the competing Clubs, The Association and the "Cup Pool" from "The FA Challenge Cup Semi-Finals and Final" of 5.5% and 2.5% from the net receipts of "The FA Community Shield" to which The Football League will contribute 6.3% of the net gate from its "League Cup Semi- Finals and Final". The total amount will then be distributed to Affiliated Associations as decided by The Association.
- (f) *Eligibility of Players*  
Players who have not previously been registered or recognised playing members of Clubs, or who have not been engaged for the following season may play in matches after 30th June and prior to the commencement of the playing season.
- (g) *Special Provisions*
- (i) The appropriate sanctioning association, whether it be The Association and/or an Affiliated Association, may grant special permission for Competition and other Matches to be played preceding the dates fixed

by The Association for the opening of the playing season and shall attach to the granting of such permission whatever conditions it may deem expedient.

- (ii) Notwithstanding the provisions of Rule B3(b), The Association shall determine in each calendar year, the date on which and the financial conditions under which “The Football Association Community Shield” Match shall be played.
- (iii) Notwithstanding the provisions of this Rule, Affiliated Associations shall determine the dates on which “County Cup” Matches shall be played.

#### SUSPENSION OF THE GAME AND EXTENSION OF SEASON

- 9 The Association shall have power to suspend the game either sectionally or entirely. The Association may also extend the periods for playing, as from time to time, in its discretion, shall be deemed necessary or desirable, and agreements between Clubs, Players, and Club Officials, Officials and Match Officials shall be subject to such decisions.

### C. RULES RELATING TO PLAYERS

#### PLAYERS WITH WRITTEN CONTRACTS

- 1 (a) *Minimum Age*
- (i) A Player under 18 years of age and in receipt of full-time education<sup>2</sup> may not enter into a contract of employment with a Club in membership of The Association and/or an Affiliated Association.
  - (ii) A Player under 17 years of age may not enter into a contract of employment with a Club in membership with The Association and/or an Affiliated Association, except under a Scholarship as provided for by Rule C3.
- (b) *Financial Arrangements – Registration*
- (i) Subject to paragraph (a) and (b)(ii) to (b)(viii) of this Rule, and to the rules and regulations of the league of which the Club is a member, any Club in membership of The Association and/or an Affiliated Association may negotiate a financial arrangement with its Players.
  - (ii) All Players under written contract must be registered with The Association.
  - (iii) No Club shall enter into a contract which enables any party to that contract to acquire the ability materially to influence the Club’s policies or the performance of its teams in Matches and/or Competitions. This Rule shall be applied in conjunction with any regulations governing Third Party Investment in Players as may be adopted by The Association from time to time.
  - (iv) All payments and/or benefits whatsoever due and/or made to a Player must be set out in a written agreement between the Club and the Player. Any other payments and/or benefits whatsoever due and/or made on behalf of, or in relation to, a Player (not otherwise detailed in the written agreement between the Club and Player) must also be set out in a written agreement, to which the Club shall be a party.

<sup>2</sup> Throughout these Rules full-time education refers to a child who is of compulsory school age within the meaning of the Education Acts applying in England or who is over the school leaving age but is for the time being attending a school or in full-time education in an establishment of further education.

- In each case a copy of any such agreement must be provided to The Association.
- (v) All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.
  - (vi) All salaried payments must be subject to PAYE and National Insurance.
  - (vii) All salary payments due on written contracts must be stated gross, before PAYE and National Insurance deductions.
  - (viii) Any Players paid expenses must be reimbursed via an expense claim form. The Club must retain all expense records in a format acceptable to HM Revenue and Customs.
- (c) *Contract of Employment*
- (i) All contracts must be in the full name of the Club. If the Club is a corporate body, the contract must also include the Company registration number.
  - (ii) Contracts or letters of employment exchanged between a Club and any Club Official, Player or any other employee of the Club, must specify that all emoluments due are paid to the employee concerned and not to any company or agency acting on behalf of the employee.
  - (iii) All such contracts must also specify that the individual is directly under the disciplinary control of the Club and of The Association.
- (d) *Form G(1) – Registration for One Calendar Month*
- A registration for a period of one calendar month is effected when The Association receives Form “G(1)” (in such form as shall be published by The Association from time to time), signed by the Player.
- (e) *Form G(2) – Registration Exceeding One Calendar Month*
- A registration for a period in excess of one calendar month is effected when The Association receives Form “G(2)” (in such form as shall be published by The Association from time to time), signed by the Player. Such a registration must terminate on the first Saturday in May, or the date of the last league or knock-out Competition match of the Club’s first team, whichever is the later, or on 30th June in any calendar year.
- (f) *Forms to be Returned to The Association*
- (i) Within five days of having been signed by the Player, Forms G(1) or G(2) must be returned to The Association, accompanied by a copy of the contract.
  - (ii) A Player seeking registration under written contract is not permitted to play under the terms of the contract until the Club registering the Player has received the confirmation of registration from The Association.
- (g) *Transfers*
- (i) A Player’s registration may be transferred from one Club to another using the relevant Form “H” (in such form as shall be published by The Association from time to time). The Player must be re-registered by the Club to which the registration is transferred.
  - (ii) A transfer must be bona fide; applications for the purpose of obtaining a Player’s registration for special matches are not permitted.
  - (iii) In the case of last-minute registration or transfer of a Player, the registration form, contract of employment and the transfer form (if any) must first be sent to The Association by facsimile transmission or by

electronic mail and then the original documents to follow by first-class mail.

- (iv) In the event of a Player registration being transferred from one Club to another in consideration of the payment of a fee, a copy of the written transfer agreement must be sent to The Association with the transfer and registration forms and the contract of employment. In the event of a transfer of a Player where a consideration is agreed, the consideration can only be paid between the two Clubs (the transferor and transferee Clubs) or otherwise in accordance with any "Permitted payments" set out in the Third Party Investment In Players Regulations. The full name of each contracting Club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both Clubs.
  - (v) In the event of a Club making a payment to a club which is affiliated with another national association in membership of FIFA in respect of a Player's registration, or an agreed fee to an Authorised Agent, the payment must be made through The Association in accordance with the procedures adopted by The Association which are in force from time to time.
  - (vi) For leagues sanctioned by The Association, when a Player is temporarily transferred between Clubs in the same league or in different leagues, compliance with the relevant league rules must govern the transfer.
  - (vii) A copy of the appropriate association or league's temporary transfer form must be submitted to The Association within five days of its signature.
  - (viii) In the case of last-minute registration of a temporary transfer the provisions set out in Rule C1(g)(iii) above must be observed.
  - (ix) A Club accepting a Player on temporary transfer must satisfy itself as to the Player's fitness.
  - (x) A Player subject to a temporary transfer must not play until such transfer has been authorised by The Association.
  - (xi) In the event of a Player under temporary transfer being recalled in accordance with the rules of the league or leagues concerned, a copy of the recall letter or notice must be received and acknowledged by The Association before the Player can play for the Club initiating the recall.
- (h) *Second Registration Not Permitted*  
The signing of a second registration form before The Association has declared the first invalid is an offence.
- (i) *Registered Players to Play for One Club Only*
- (i) A Player registered with The Association can play only for the Club holding the registration unless:
    - (A) in the case only of benefit, testimonial and charity matches, the Player obtains by written request special permission of The Association; or
    - (B) is temporarily transferred in accordance with Rule C1(g)(vi); or
    - (C) is registered under a Scholarship in accordance with Rule C3; or
    - (D) has the written permission of the Club, copied to The Association, to play not more than two trial matches for another Club, provided that such matches are not for the first team of

that Club in a Competition Match and are both within a period of one month from the date of such permission, which shall not be repeated in the same playing season for the same Player to the same Club.

- (ii) Where a Club has a Nursery Club (as defined in Rule A3(ii)), a Player registered with the Club to which it is under obligation may also play for the Nursery Club without further registration.
- (j) *Agreements Between Club & Players<sup>3</sup>*
- (i) Clubs must enter into a written contract of employment with their Players on the relevant form approved by The Association, known as a “Form of Agreement” (Rule C1), with or without an option. Such contracts must clearly indicate all the terms and conditions of employment, be of stated duration and signed at the same time as a relevant registration Form “G” (in such form as shall be published by The Association from time to time). A copy of the contract of employment must be handed to the Player at the time of signing both documents. Contracts of employment signed by Players who are under the age of 18 at the time of signing must also be signed by a parent or guardian.
  - (ii) There shall be no right to a compensation or transfer fee by the previous Club of a Player who has attained the age of 24 years on or before 30th June and whose contract with that Club has expired. If a Club wishes to offer re-engagement to a Player or exercise an option contained in the agreement the following practice shall prevail.
  - (iii) Within 7 days of the first Saturday in May, or the date of the last competitive Match of the Club’s first team, whichever is the later, the Club must give notice in writing to the Player indicating that either the Club offers a re-engagement or, if appropriate, exercises any option contained in the agreement.
  - (iv) If the notice offers re-engagement it must specify the period which the Club is prepared to agree and the terms and conditions to apply, which must be the same or not less favourable overall than those which applied during the initial period of employment – or the option period (if applicable).
  - (v) The Player must notify in writing the Club holding the registration within 28 days of receipt of the said notice whether or not the offer of re-engagement is accepted.
  - (vi) If the offer is rejected the Player is immediately free to negotiate with another Club.
  - (vii) If the Player does not reply in writing to the offer of re-engagement then at the expiry of a period of 28 days, the Player is free to negotiate with another Club.
  - (viii) In either of the instances as set out in Rules C1(j)(vi) and (vii) above, the Club holding the Player’s registration has the right to receive compensation. The Player’s registration for the new Club will not be accepted until such time as the Club has confirmed in writing to The Association that it will negotiate a compensation fee with the former Club failing which it will abide by any decision taken by an appeal committee

<sup>3</sup> The provisions of Rule C1(j)(ii) to C1(j)(xii) inclusive and Rule C1(j)(xiv) and Rule C1(j)(xv) do not apply to Clubs in The FA Premier League and The Football League.



comprising those persons pursuant to Rule C1(j)(xii) (a "League Appeals Committee").

- (ix) An existing agreement shall continue and have full force and effect between the parties on the terms and conditions as those pertaining prior to the expiration of the initial period of employment, or the option period if appropriate, and the Player will continue to train and play as instructed by the Club until 31st August, or the date on which the Player registers for another Club, whichever is the sooner.
  - (x) In the event of the Player continuing to play for the Club after the 31st August, a week-to-week agreement must be completed and submitted to The Association under which the Player will continue to be paid in accordance with the terms of the existing agreement.
  - (xi) In the event of the Player signing for another Club which is unable to reach agreement on the payment of a compensation fee to the Club holding the Player's registration in pursuance of the existing agreement then such fee shall be dealt with by a League Appeals Committee.
  - (xii) A League Appeals Committee shall comprise one nominated representative from each of the following:
    - (A) Council (to act as an independent chairman);
    - (B) the management committee of the appropriate league or leagues; and
    - (C) the Professional Footballers' Association.

The committee may, at its discretion, order either the Club or the Player to pay all or part of the costs involved in an appeal. The same committee also applies to Rules C1(k), (l) and (m).
  - (xiii) If the notice to exercise any option contained in the agreement on the same or not less favourable terms and conditions overall, as in the agreement but excluding the option provision, and that such further period shall not be for longer in extent than that of the initial period of employment, the agreement can continue in full force and effect, as between the parties hereto and shall terminate on the last day of the option.
  - (xiv) All notices required to be given to Players under this Rule must be sent either by registered mail or recorded delivery or a written acknowledgement otherwise obtained;
  - (xv) By 1st June in each calendar year all Clubs must notify The Association of Players who have been offered re-engagement or on whose agreement the option has been exercised.
- (k) *Cancellation of Agreement*
- (i) Agreements may provide that payment shall be only for each match in which the Player actually plays or attends as a substitute.
  - (ii) Should a Player not be selected to play or attend as a substitute for a period of four weeks, the Player may apply to the Club to cancel the agreement and registration. If refused, the Player is free to apply to the most senior league of which the Club is a member for the cancellation of the agreement upon such terms as may be desirable. If either the Club or Player is dissatisfied with the decision of that league, each shall be entitled to appeal to a League Appeals Committee.
  - (iii) Where conditions form part of an agreement other than payment of wages for playing football, in dealing with claims, a league or a League

Appeals Committee, will restrict its investigations and decisions solely to the question of wages for playing as stipulated in the agreement.

- (iv) Except by mutual consent, a Club or Player is not entitled to determine an agreement between them without the written consent of The Association or in accordance with Rule C1(l).
- (v) When an agreement has been determined by mutual consent, notice signed by the Club and the Player shall at once be sent to The Association who will cancel the registration.
- (vi) In the case of last-minute cancellation of a Player's registration, a signed notice must first be sent to The Association by facsimile transmission, and then the original documents to follow by first-class mail. Additionally, electronic mail may also be transmitted to indicate the time of posting, which will also be accepted as the time of receipt if the mailed documents are found to be in order.
- (vii) When an agreement has been determined by mutual consent the Player shall not be permitted to re-register for the original Club within three months at the date of determination except with the written consent of The Association.
- (viii) The Association has power to cancel the registration of a Player at any time upon application of the Player or the Player's Club. In the event of a Club ("the Former Club") ceasing to be a member of a league within the National League System, other than by reason of promotion, relegation or expulsion, as set out in Regulation 4 of the National League System, all contract players and scholars of the Former Club may from the date of cessation elect to terminate their registration with the Former Club by advising the Former Club and The Association in writing of their intention.  
The Association shall provide to such players and scholars written confirmation that their registration has been terminated, which shall stipulate the date on which such termination takes effect.  
From that stipulated effective date of termination, such players and scholars shall be free agents and may sign for another Club without a transfer fee becoming payable to the Former Club.

(l) *Termination of Agreement*

Where an agreement between Club and Player in any league or other Competition provides for either the Club or Player terminating by 14 days' notice, the following practice shall prevail:

- (i) a Club or Player has the right to appeal to the management committee of the appropriate league or other Competition and a further right of appeal to the appeals committee of that body;
- (ii) a Club, on giving 14 days' notice to a Player to terminate the agreement, must state in the notice the name and address of the secretary of the appropriate league or Competition to which the Player may appeal, and must at the same time give notice to the league or Competition of which the Club is a member;
- (iii) a Player, on giving 14 days' notice to a Club to terminate the agreement, must at the same time give notice to the league or Competition of which the Club is a member.
- (iv) the notice terminating the agreement must inform the Club or Player of the grounds for such notice;

- (v) a copy of the notice sent to the Club or Player must at the same time be forwarded to the Secretary;
  - (vi) either Club or Player shall have the right of appeal to the league or other Competition, but such appeal must be made within seven days of the receipt of a notice; and the management committee must hear such appeal within 14 days of receipt of the notice of appeal;
  - (vii) if either party is dissatisfied with the decision, there shall be a further right of appeal to the appeals committee of the appropriate league or other Competition but such appeal must be made within seven days of the receipt of the decision of the management committee, and must be heard by the appeals committee within 14 days of the receipt of the notice of appeal;
  - (viii) the appropriate league or other Competition must report to The Association when the matter is finally determined, and the agreement and registration shall be cancelled by The Association where necessary;
  - (ix) agreements between Clubs and Players shall contain a clause showing the provisions made for dealing with such disputes and for the cancelling of the agreements and registration by The Association; and
  - (x) Clubs belonging to any league or other Competition may make similar regulations which provide for a right of appeal by either party to the Affiliated Association or to The Association.
- (m) *Disciplinary Suspension*
- (i) In the case of breach by a Player of the training or disciplinary rules or orders of the Club, a Club not wishing to use the larger powers contained in Rule C1(l) shall have the right to suspend such Player for a period not exceeding 14 days or impose a fine not exceeding two weeks' wages and shall state whether or not the Player shall receive his basic wage during the period that the Player is ordered not to attend at the Club.
  - (ii) The Club shall, within two days, notify The Association and the league(s) in which the Club's first team competes of such suspension or fine.
  - (iii) Within seven days of receipt of such notice of a fine or suspension the Player has the right to lodge an appeal to the management committee of the more senior league of which the Club is a member who shall hear the appeal within 14 days of receipt of the notice of appeal.
  - (iv) If either the Club or Player is dissatisfied with the decision of the league each is entitled to appeal to a League Appeals Committee within seven days of receipt of the decision, and be heard within 14 days of receipt of the notice of further appeal. The Player may request that an appeal made in accordance with this Rule shall be dealt with at a personal hearing.
  - (v) In any event the suspension or fine shall not operate as a termination or cancellation of the agreement between the Club and Player.
- (n) *Re-engagement of Players*
- (i) On or after 1st April of the year in which an agreement or any renewal of it expires, a Player under written contract may enter into a new agreement with and again be registered for the Club.
  - (ii) Until the existing agreement or any renewal of it has terminated:
    - (A) a Player may not enter into any agreement with any other Club in membership with The Association, or an Affiliated Association, or of any other national football association; and

- (B) the Player may not be approached by any other Club, or Club Official of any other Club, or any person with a view to inducing the Player to leave the Club for which the Player is registered, except with the written permission of that Club.
- (iii) If, by the time specified for such notice to be served, the Player has not received notice exercising an option or offering a further re-engagement under paragraph C1(j) of this Rule, the Player is free to make such enquiries or approaches as thought fit to secure employment when the agreement or renewal of it terminates.
- (iv) A Player under suspension may be re-signed by the Club, or any option conferred on the Club may be exercised, subject to the terms of the suspension.
- (v) In the event of a Player registered with a Club in membership with The FA Premier League or The Football League being offered re-engagement terms in accordance with the regulations of the appropriate league but wishing to accept an engagement as a Player with a Club not in membership with either league, and the Clubs not being able to reach agreement on the payment of a compensation fee, providing the Club concerned has complied with the appropriate league's regulations relating to right to a compensation fee, such compensation fee shall be determined by an appeals committee comprising one nominated representative of each of The Association (who shall act as chairman), The FA Premier League or The Football League, the Professional Footballers' Association and the other league involved.
- (vi) In the event of a Player registered with a Club not in membership of The FA Premier League or The Football League not having accepted re-engagement terms in accordance with the Rules C1(j)(ii) to C1(j)(xv) inclusive and having negotiated terms with another Club, and the Clubs not being able to reach agreement on the payment of a compensation fee, then provided the Club holding the Player's registration has complied with the Rules, such compensation fee shall be determined by an appeals committee comprising one nominated representative of each of The Association (who shall act as chairman), the Professional Footballers' Association and the appropriate league or leagues involved. Where one or both clubs are members of the Football Association of Wales, a representative of that Association shall be entitled to sit on the appeals committee.
- Where the compensation fee requested by either party is less than £3,000, such appeals committee may, in using its discretion, make a determination on the basis of written submissions alone.
- (vii) When a case is referred to an appeals committee as referred to in this Rule C(n), it will be necessary for both Clubs involved to pay before adjudication a non returnable administration fee of three hundred pounds (£300).

## PLAYERS WITHOUT WRITTEN CONTRACTS

### 2 (a) *Regulations Concerning Approaches*

Players who are not under written contract to a Club may be registered with a number of Clubs at any time, subject to the following provisions and those of the Competitions in which they play:

- (i) Competitions sanctioned by The Association under regulation 3 of the "Regulations for the Sanction and Control of Competitions" may make their own regulations for the approach of Players between Clubs of the Competition;
  - (ii) during the current season<sup>4</sup> any Club wishing to approach a Player known to be registered with or having played for any other Club must give to the secretary of each such Club, seven days' formal written notice of the intention to approach the Player;  
 Formal written notice of approach need be given by:
    - (A) a Saturday Club only to all Saturday Clubs;
    - (B) a Sunday Club only to all Sunday Clubs; and
    - (C) a midweek Club only to all midweek Clubs;
  - (iii) the written notice must be sent by special delivery or recorded post, or a written acknowledgment otherwise obtained from the secretary or chairman of the Club approached. Facsimile or e-mail transmission may be used provided a receipt of acknowledgment is also obtained;
  - (iv) following the date of posting of the written notice of approach, or receipt of an acknowledgment:
    - (A) the Player may be registered on or after the eighth day; and
    - (B) the Player must have been registered on or before the 21st day;
  - (v) the approaching Club: (A) may not approach the same Player a second time in the same playing season; (B) may approach only one (1) Player at a Club at any time subject to Rule C2(a)(ix) below; and (C) may not approach another Player at the same Club within 28 days of an earlier notice of approach or acknowledgment;
  - (vi) if an approach is made by a Player to another Club during the current season<sup>5</sup>, that Club shall give the Club(s), for which the Player is known to be registered or has played, seven days' notice of approach as set out in Rule C2(a)(i) to (v) above before registering the Player;
  - (vii) a Club which is the subject of a complaint alleging failure to give notice in accordance with this Rule may be subject to a charge of Misconduct pursuant to Rule E1(b);
  - (viii) a Club proved to have breached the provisions of this Rule may have its current registration of the Player cancelled and be subject to such other penalty as The Association or appropriate Affiliated Association deems appropriate, in accordance with relevant regulations of The Association from time to time in force; and
  - (ix) during the current season<sup>6</sup> a maximum of two Players may be approached in the manner described above if invited to trial at a licensed academy or "Centre of Excellence" of The Association, The FA Premier League or The Football League.
- (b) *Conditions*
- (i) All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.
  - (ii) All salaried payments must be subject to PAYE and National Insurance.

<sup>4</sup> A current season runs from 1 July to the following 31 May.

<sup>5</sup> Ibid.

<sup>6</sup> Ibid.

- (iii) Any Player's paid expenses must be reimbursed via an expense claim form. The Club must retain all expense records in a format acceptable to the HM Revenue and Customs.
  - (iv) A currently registered Player shall not be allowed to register with another Club without first satisfying the Club Officials of the intended Club that all reasonable financial and other liabilities have been discharged to the Club or Clubs with which the Player is or was known to be registered in the current<sup>7</sup> and previous playing seasons.
  - (v) A Player approached on or after 1st May in the current season<sup>8</sup> may not play in competitive football for the Club making the approach until the commencement of the following season.
- (c) *Service Players*
- (i) While serving in any branch of Her Majesty's Regular Forces, a Player may not hold a contract of employment with any Club under the jurisdiction of The Association and/or an Affiliated Association.
  - (ii) Neither a Club nor any person may attempt to induce a Player of a Club of any branch of Her Majesty's Regular Forces to play for another Club during the current season<sup>9</sup> without at least 14 days' written notice of approach – in the case of the Army to the Secretary of The Army Football Association, the Royal Navy to the Secretary of The Royal Navy Football Association, and the Royal Air Force to the Secretary of The Royal Air Force. The notice must be forwarded by special delivery or recorded post, or a written acknowledgment otherwise obtained. Facsimile or e-mail transmission may be used provided a receipt of acknowledgment is also obtained.
  - (iii) Players are required to inform civilian Clubs of their rank and service number, which information must be stated on league or other registration forms.

## SCHOLARSHIPS

- 3 (a) *Scholarships*
- (i) A Player may be registered as a Scholar on terms that shall be as determined under relevant league rules from time to time or the following provisions. On or after the 1st January in the year in which he attains the age of 14 years and in any event on or before the 1st March in his Under 16 year, a Club may offer to enter into a Scholarship Agreement with a Student whose registration it holds. The registration of a Player on a Scholarship shall be made on Form "G(4)" (in such form as shall be published by The Association from time to time). Each form, after completion of all particulars, including dates and signatures, must be signed at the same time by the Player on a Scholarship and by a parent or guardian and returned to The Association within five days of such signatures accompanied by a copy of the agreement entered into by the Club and the Player on a Scholarship and also a copy of the birth certificate.
  - (ii) On or after a Player on a Scholarship's 17th birthday, the Player may remain on a Scholarship or may sign as a Player under written contract subject to the regulations of the league or combination of which the Club

<sup>7</sup> Ibid.

<sup>8</sup> Ibid.

<sup>9</sup> Ibid.

- is a member, and to the Rules with reference to Players under written contract.
- (iii) A Player on a Scholarship shall not play for a Club until such Club registering the Player has received acknowledgement of the registration from The Association.  
The Association will from time to time publish the names of Players registered on Scholarships.
  - (iv) Neither a Club nor any person shall induce or attempt to induce such a Player on a Scholarship to leave the Club for which the Player is registered.
  - (v) A Player who is registered on a Scholarship may play for another Club subject to the written approval of the Club for which the Player is registered. A copy of the written permission must be received by The Association, the league or combination of which the Club is a member, the Player and the Club for which the Player is to play. A Club may not play more than two such Players in any match at first team level.
  - (vi) If a Player on a Scholarship wishes to become a Player under written contract, the Club for which the Player was registered on a Scholarship shall be entitled to the registration of such Player as a Player under written contract. If the Club does not wish to exercise its entitlement the Player shall be free to register for any other Club.
  - (vii) The provisions of Rules C1(l) and C1(m) shall apply in the case of Players on a Scholarship.

#### AGE RANGES AND PROVISIONS RELATING TO PLAYERS UNDER 16 YEARS OF AGE

##### 4 (A) CHILDREN NOT REGISTERED AS ACADEMY PLAYERS.

The following provisions apply to any child not registered as an Academy Player. All matches must be played in accordance with the correct version of the Laws of the Game appropriate for the format specified:

(i) *Children Under 6 Years Old*

A child who has not attained the age of six shall not play, and shall not be permitted or encouraged to play, in a match of any kind.

(ii) *Children 6 Years Old and Over – Age Groups, Formats and Related Provisions*

For the purposes of (a) and (b) below,

- (a) The relevant age for each player is determined by his or her age as at midnight on 31 August of the relevant playing season.

i.e. Children who are aged 6 as at midnight on 31 August in a playing season (together with those who attain the age of 6 during the playing season) will be classed as Under 7 players for that playing season. Children who are aged 7 as at midnight on 31 August in a playing season will be classed as Under 8 players for that playing season, and so on.

- (b) Notwithstanding the above, a child is permitted to “play up” in the age group above his or her chronological age group, irrespective of any difference in format or competition structure, save that a child who attains the age of 6 after 31 August is permitted to play only in the Under 7 age group, and may not play in the Under 8 age group for that playing season.

The age groups that children are eligible to play in are set out in the table below, along with the permitted football formats for each of those age groups. Children shall not play, and shall not be permitted or encouraged to play, in a match between sides of more than the stated number of players, according to their age group:

Age on 31 August of the relevant playing season	Eligible Age Groups	Maximum Permitted Format
6	Under 7	5v5
	Under 8	
7	Under 8	5v5
	Under 9	7v7
8	Under 9	7v7
	Under 10	
9	Under 10	7v7
	Under 11	9v9
10	Under 11	9v9
	Under 12	
11	Under 12	9v9
	Under 13	11v11
12	Under 13	11v11
	Under 14	
13	Under 14	11v11
	Under 15	
14	Under 15	11v11
	Under 16	
15	Under 16	11v11
	Under 17	
	Under 18	
16	Under 17	11v11
	Under 18	
	Open Age	

- (c) A child under the age of 15 as at midnight on 31 August in a playing season, shall not be permitted to play in a match during that playing season where any other player is older or younger than that child by two years or more.
- (d) However as exceptions to (c) above, The Association may in using its discretion:
- (i) Enable disabled children to play football in an age group other than the groups dictated by their birth date, including "playing down";
  - (ii) In accordance with a current FA dispensation policy, grant dispensation to enable a child to play football in an age group other than the groups dictated by their birth date, including "playing down".
- (e) To play in an Under 18 competition, a child must have attained the age of 15 as at midnight on 31 August of the relevant playing season.
- (f) To play in an open age competition a child must have attained the age of 16.



- (iii) *Children 6 Years Old and Over- Competition Structure*
- (a) *Under 7 and Under 8 Mini-Soccer*  
Leagues may organise a maximum of three trophy events per season, each to be played over a maximum period of two weeks, and may publish only the result of the final fixture of such events. The remainder of the season may consist of organised development fixtures only, for which leagues and clubs may collect the results and compile league tables, but must not publish either.
- (b) *Under 9 and Under 10 Mini-Soccer*  
Leagues may organise a maximum of three trophy events per season, each to be played over a maximum period of four weeks, and may publish only the result of the final fixture of such events. The remainder of the season may consist of organised development fixtures only, for which leagues and clubs may collect the results and compile league tables but must not publish either.
- (c) *Under 11*  
*Season 2014/15*  
There is no restriction on the structure of competitions.  
*From Season 2015/16*  
The season must be split into a minimum of two periods of competition. Leagues may organise a maximum of three trophy events per season, each to be played over a maximum period of six weeks, and may publish only the result of the final fixture of such events. The remainder of the season may consist of organised development fixtures only, for which leagues and clubs may collect the results and compile league tables but must not publish either.
- (d) *Under 12 to Under 18*  
There is no restriction on the structure of competitions.
- (iv) *Sanction Provisions*  
The written consent of The Association or of the relevant Affiliated Association or Associations shall be required pursuant to Rules B1 and/or B7 as appropriate for any Competition for Under 18 age groups and below.
- (v) *Gender of Players in Under 7 to Under 16 Matches*  
A child in the age groups Under 7 to Under 16 inclusive may play in a match involving boys and girls.
- (vi) *Disability Football – Gender of Players in Under 17 Matches and Above*  
In respect of disability football only, and only in accordance with a current dispensation policy, The Association may, in using its discretion, grant dispensation to permit any team playing at Under 17 level or above to field both male and female players in a match.
- (vii) *Priority for School Activities*
- (a) Priority must at all times be given to school or school organisation's activities in accordance with the recommendations of the "Memorandum: Children of School Age and School Games" whilst a pupil is receiving fulltime education.
- (b) All Clubs and Competitions, excluding those whose matches are played on Sundays, shall include in their rules a provision to the effect that the availability of a pupil must be consented to by the head teacher.

- (B) PLAYERS OF SCHOOL AGE REGISTERED AS ACADEMY PLAYERS
- (i) Players who reach the age of nine years during the academic year and who are in full-time education may register as an Academy Player.
  - (ii) The licensing authority for Academies shall comprise the PGB which shall operate under such Professional Game Youth Development Rules as shall be adopted from time to time.
  - (iii) It shall be deemed to be Misconduct for any Club or Club Official to induce any player of school age registered with a separate Club or Academy to leave school for the purpose of signing a contract of employment.

## D. INTERNATIONAL AND OTHER REPRESENTATIVE MATCHES AND CALL-UPS

### INTERNATIONAL MATCHES

- 1 A Player selected for an international or other representative team, tour, squad or other call-up arranged by The Association shall attend at the time and place notified to the Player and comply with the arrangements of The Association in every respect, save where there is good and sufficient cause not to do so.
- 2 A Club shall do all things necessary to ensure that a Player referred to in Rule D1 above complies with the arrangements of The Association.
- 3 Illness or injury shall constitute good and sufficient cause for the purposes of Rule D1 above by where The Association is satisfied, following receipt of medical evidence, that such illness or injury is of sufficient seriousness. The Player shall, in any event, submit to assessment by a medical adviser appointed by The Association.

### INTER-AFFILIATED ASSOCIATION MATCHES

- 4 In inter-Affiliated Association Matches, a Player must be a bona fide member of a Club in membership of the Association for which the Player plays, but a Player shall always be eligible to play for the County Association of birth. A Player shall not be eligible to play for more than one Affiliated Association in the same season in Inter-Affiliated Competition matches.

## E. CONDUCT

### MISCONDUCT

- 1 The Association may act against a Participant in respect of any "Misconduct", which is defined as being a breach of the following:
  - (a) the Laws of the Game;
  - (b) the Rules and regulations of The Association and in particular Rules E3 to E8 below;
  - (c) the statutes and regulations of UEFA;
  - (d) the statutes and regulations of FIFA;
  - (e) the rules or regulations of an Affiliated Association or Competition; and
  - (f) an order, requirement, direction or instruction of The Association.
- 2 The same facts or matters may constitute a breach of more than one rule, regulation, statute or law referred to above, The Association may bring a charge or such charges as it sees fit.

**GENERAL BEHAVIOUR**

- 3
- (1) A Participant shall at all times act in the best interests of the game and shall not act in any manner which is improper or brings the game into disrepute or use any one, or a combination of, violent conduct, serious foul play, threatening, abusive, indecent or insulting words or behaviour.
  - (2) A breach of Rule E3(1) is an "Aggravated Breach" where it includes a reference whether express or implied, to any one or more of the following :- ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability.
  - (3) Subject to sub-paragraph (4) -(6) below –
    - (i) Where a Participant commits an Aggravated Breach of Rule E3(1) for the first time, a Regulatory Commission shall impose an immediate suspension of at least five matches on that Participant. The Regulatory Commission may increase this suspension depending on any additional aggravating factors present.
    - (ii) Where a Participant commits a second or further Aggravated Breach of Rule E3(1), a Regulatory Commission shall impose an immediate suspension of more than five matches, taking into consideration an entry point of an immediate suspension of ten matches, and any aggravating or mitigating factors present.
  - (4) Where an Aggravated Breach of Rule E3(1) is committed –
    - (i) In writing only; or
    - (ii) Via the use of any communication device, public communication network or broadcast media only; or
    - (iii) By reference only to nationality,

a Regulatory Commission will not be bound to impose an immediate suspension of at least five matches for a first such breach, or of more than five matches for a second or further such breach. Instead the Regulatory Commission may impose any sanction that it considers appropriate, taking into account any aggravating or mitigating factors present.
  - (5)
    - (i) Where in a youth football match a Player aged 12 – 15 inclusive commits an Aggravated Breach of Rule E3(1) for the first time, a Regulatory Commission shall impose a suspension of at least five matches. The Regulatory Commission may increase this suspension depending on any additional aggravating factors present. A minimum of one match shall come into effect immediately and any remainder of the suspension shall be suspended on such terms and for such period as the Regulatory Commission considers appropriate.
    - (ii) Where a second or further Aggravated Breach of Rule E3(1) is committed in a youth football match by a Player aged 12 – 15 inclusive, a Regulatory Commission shall impose an immediate suspension of more than five matches, taking into consideration an entry point of an immediate suspension of ten matches, and any aggravating or mitigating factors present.
  - (6) Where an Aggravated Breach of Rule E3(1) is committed in a youth football match by a Player aged under 12, no disciplinary charge will be brought. The primary aim in such cases will be education.
  - (7) Where two or more Participants from a Club commit any Aggravated Breach of Rule E3(1) in any twelve month period, regardless of whether any such breach

falls within sub-paragraph (4), the Club itself will be liable to a sanction imposed by a Regulatory Commission. The Regulatory Commission may impose any sanction that it considers appropriate, taking into account any aggravating or mitigating factors present. For the purpose of this Rule, a decision of a Regulatory Commission that a Participant has committed an Aggravated Breach of Rule E3(1) will be conclusive evidence of that fact, unless that decision is or may be subject to appeal in accordance with FA Rules or regulations.

- (8) A Regulatory Commission may impose a financial penalty or any other sanction that it considers appropriate in respect of an Aggravated Breach of Rule E3(1) whether or not it has imposed a suspension in respect of the same breach.
- (9) A Participant who commits an Aggravated Breach of Rule E3(1) will be subject to an education programme, the details of which will be provided to the Participant by The Association.

#### DISCRIMINATION

- 4 A Participant shall not carry out any act of discrimination by reason of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation, disability, age, pregnancy, maternity, marital status or civil partnership, unless otherwise permitted both by law and The Rules or regulations of The Association.

#### INTEGRITY MATTERS IN RELATION TO MATCHES AND COMPETITIONS

- 5
  - (a) A Participant shall not, directly or indirectly, seek to influence for an improper purpose the result, progress, conduct or any other aspect of, or occurrence in, a football match or competition.
  - (b) A Participant shall not, directly or indirectly, offer, agree to give, give, solicit, agree to accept or accept any bribe, gift or reward or consideration of any nature which is, or could appear to be related in any way to that Participant, or any other, failing to perform to the best of their ability, or to that Participant or any other person (whether a Participant or not), directly or indirectly, seeking to influence for an improper purpose, the result, progress, conduct or any other aspect of, or occurrence in, a football match or competition.
- 6 A Participant shall immediately report to The Association any offer made to him or any Participant of any bribe, gift or reward or consideration of any nature, or any other incident, fact or matter, which is related in any way to that Participant, or any other, failing to perform to the best of their ability, or to that Participant or any other person (whether a Participant or not) directly or indirectly seeking to influence for an improper purpose the result, progress, conduct or any other aspect of, or occurrence in, a football match or competition contrary to Rule E5(b) above.

The terms 'football match' and 'competition' as used in Rule E5 and E6 include any Match or Competition (as appropriate) as defined in Rule A2, and also include any other football match or competition not within those definitions in Rule A2, including but not limited to any football match or competition sanctioned by UEFA, or FIFA, or by any other association, federation or governing body.

#### TICKETS

- 7 A Participant shall not:
  - (a) Sell a ticket for any football match; Or
  - (b) Otherwise dispose of such a ticket to another person
 Unless he is authorised to do so in writing by the organisers of the match.

**BETTING**

- 8 (a) A Match Official, referee coach or referee assessor operating at level 1, 2 or 3 shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet on -
- (i) the result, progress or conduct of any Match or Competition as defined in Rule A2; or
  - (ii) any other matter concerning or related to football sanctioned by the Association including, for example and without limitation, the transfer of players, employment of managers, team selection or disciplinary matters; or
  - (iii) the result, progress or conduct of any other match or competition in which he or she officiates.

The terms 'match' or 'competition' as used in sub-paragraph 8(a)(iii) refer only to football matches or competitions which are not within the definition of Match or Competition in Rule A2, and include any football match or competition sanctioned by UEFA, or FIFA, or by any other association, federation or governing body.

- (b) Save for those Participants subject to the prohibition in sub-paragraph (a), a Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet on –
- (i) the result, progress or conduct of a match or competition:
    - (A) in which the Participant is participating, or has participated in that season; or
    - (B) in which the Participant has any influence, either direct or indirect; or
  - (ii) any other matter concerning or related to any Club participating in any league Competition, as defined in Rule A2, that the Participant is participating in or has participated in during that season, including, for example and without limitation, the transfer of players, employment of managers, team selection or disciplinary matters.

For these purposes, without limitation to the application of this Rule to other circumstances, all Employees of a Club are deemed to participate in every match played by that Club while they are so employed; all Players registered with a Club are deemed to participate in every match played by that Club while they are so registered.

- (c) Notwithstanding the provisions of sub-paragraphs 8(a) and (b) a Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet, on the result, progress or conduct of any match played at under 18 level or below.

The terms 'match' or 'competition' as used in sub-paragraphs 8(b) and (c) include all Matches and Competitions as defined in Rule A2, and also any other football match or competition which is not within the definition in Rule A2, including any football match or competition sanctioned by UEFA, or FIFA, or by any other association, federation or governing body.

- (d) A Participant shall not use any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time for, or in relation to, betting.
- (e) Where a Participant provides to any other person any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time, the Participant shall be in breach of this Rule where any of that information is used by that other person for, or in relation to, betting.

- (f) It shall be a defence to a charge brought pursuant to sub-paragraph (e) if a Participant can establish, on the balance of probability, that the Participant provided any such information in circumstances where he did not know, and could not reasonably have known, that the information provided would be used by the other person for or in relation to betting.

***This version of Rule E8 remains effective up to and including 31 July 2014. A new version will come into effect on 1 August 2014***

#### ATTEMPTS AND AGREEMENTS TO BREACH

- 9 An attempt by a Participant or any agreement with any other person (whether or not a Participant) to act in breach of any provision contained in these Rules shall be treated for the purposes of these Rules as if a breach of the relevant provisions had been committed.

#### COMPLIANCE WITH DECISIONS, INCLUDING SUSPENSIONS

- 10 Each Participant shall comply with a decision made pursuant to the Rules and regulations of The Association.
- 11 A Participant shall not participate in any activity with another Participant suspended from carrying out such activity.
- 12 A Club shall do all things necessary to ensure that a Player associated with it complies with a penalty or order imposed pursuant to the Rules and regulations of The Association.
- 13 An Affiliated Association, Competition, or Club shall not appoint to any position, or allow to continue in such position, any individual who has been suspended from holding such position.

#### REPORTING MISCONDUCT

- 14 A Participant shall immediately report to The Association any incident, facts or matters which may constitute Misconduct. This shall include any approach made to a Participant by any person, whether or not that person is a Participant, in relation to betting on football contrary to FA Rules. For the purposes of this Rule, a report to an Affiliated Association shall constitute a report to The Association.
- 15 A report to The Association of any incidents, facts or matters shall not be made for vexatious or frivolous reasons.

#### INTERIM SUSPENSION ORDERS

- 16 Suspension before charge
- (a) A Regulatory Commission shall have the power to order that a Club Official, Club Employee or Player associated with a Club in The FA Premier League, The Football League, The Football Conference (National Division), The Football Conference (North and South Divisions), Isthmian League, Northern Premier League or Southern League shall be suspended from such football activity as is necessary to preserve the integrity of football and / or the public's confidence in the integrity of football, for such period and on such terms and conditions as the Regulatory Commission considers fit (an "Interim Suspension Order") where:
- (i) The Club Official, Club Employee or Player is under investigation for an alleged breach of, or an attempt or agreement to breach, FA Rule E5 and / or E8, or of rules or regulations of The FA Premier League, Football League, Football Conference (National Division), The Football Conference (North and South Divisions), Isthmian League, Northern Premier League or Southern League, UEFA or FIFA, or any alleged criminal offence which may involve such an alleged breach or attempt or agreement to breach,

- and has not been charged by The Association or other relevant authority; and
- (ii) The Association, The Professional Footballer's Association (in the case of a Player who is a PFA member), and the relevant league have each agreed to an application being made to the Regulatory Commission for an Interim Suspension Order.

#### Procedure

- (b) An Interim Suspension Order pursuant to sub-paragraph (a) may only be issued by a Regulatory Commission which is chaired by a barrister or solicitor of seven or more years' standing.
- (c) Any application for an Interim Suspension Order to be issued pursuant to sub-paragraph (a) must be made to the Regulatory Commission by the Chief Regulatory Officer (CRO) of The Football Association or his nominee. Notice of such application must be given to the Participant in respect of whom the application is to be made, in writing, at the time of the application.
- (d) Any application for an Interim Suspension Order to be issued pursuant to sub-paragraph (a), and the consideration of such an application by the Regulatory Commission, shall be conducted in accordance with such regulations as The Association may bring into force from time to time. In the absence of such regulations, the Regulatory Commission may determine all matters of procedure for the making and consideration of an application for such an Interim Suspension Order. Such procedures must ensure that the Participant has a fair opportunity to make representations in response to the application.

#### Grounds

- (e) A Regulatory Commission may only issue an Interim Suspension Order pursuant to sub-paragraph (a) where it is satisfied that the serious nature and / or factual circumstances of the allegation(s) under investigation are such that the Participant's continued participation in football presents a real risk that either:
  - (a) the integrity of football would be affected; and / or
  - (b) the public's confidence in the integrity of football would be affected;to such an extent that either or both of these factors outweigh(s) the Participant's interest in continued participation in football.

#### Suspension after charge

- (f) The Association, acting by the CRO or his nominee, shall have the power to order that a Club Official, Club Employee or Player associated with a Club in The FA Premier League, The Football League or The Football Conference (National Division) shall be suspended from all or any specific football activity for such period and on such terms and conditions as The Association considers fit (an "Interim Suspension Order") where:
  - (i) The Club Employee, Official or Player has been charged by The Association, The FA Premier League, Football League, Football Conference, UEFA or FIFA in relation to any alleged act of Misconduct, or with any criminal offence; and
  - (ii) The Association, the Professional Footballers' Association (in the case of a Player), and The FA Premier League, The Football League or Football Conference (National) (as appropriate) have each agreed to the Interim Suspension Order.

Periodic review

- (g) A Participant subject to an Interim Suspension Order imposed pursuant to this Rule shall be entitled to have the Order reviewed by a Regulatory Commission.
- Where the Order was imposed pursuant to sub-paragraph (a) the first such review shall take place after a period to be determined by the Commission which imposes the Order. This period must not be more than 21 days from the date that the Order was originally imposed.
- Where the Order was imposed pursuant to sub-paragraph (f) the first such review shall take place after a period to be determined by the Chief Regulatory Officer or his nominee. This period must not be more than 21 days from the date that the Order was originally imposed.
- For as long as the Order remains in place, the Participant shall be entitled to have the Order further reviewed by a Regulatory Commission, after a period to be determined by the Commission which conducts each review. This period must not be more than 21 days from the last review.
- (h) Any application for a review of an Interim Suspension Order, and the consideration of such a review by the Regulatory Commission, will be conducted in accordance with such regulations as the Association may bring into force from time to time. In the absence of such regulations, the Regulatory Commission may determine all matters of procedure for the making and consideration of an application for such a review. Such procedures must ensure that the Participant has a fair opportunity to make representations.
17. An Interim Suspension Order shall not last beyond the date upon which the related investigation or charge(s) of Misconduct or criminal offence or other disciplinary proceedings is / are decided or brought to an end.
18. Notification of any Interim Suspension Order issued shall be given as soon as reasonably practicable to the individual concerned and/or the Club with which the individual is associated.

#### ATTENDANCE AT AND PARTICIPATION IN MATCHES

19. An individual may take part in or attend at a Match only on condition that such individual observes the Rules, and each Affiliated Association, Competition and Club is required to observe and enforce such Rules.
20. Each Affiliated Association, Competition and Club shall be responsible for ensuring:
- (a) that its directors, players, officials, employees, servants, representatives, spectators, and all persons purporting to be its supporters or followers, conduct themselves in an orderly fashion and refrain from any one or combination of the following: improper, violent, threatening, abusive, indecent, insulting or provocative words or behaviour, (including, without limitation, where any such conduct, words or behaviour includes a reference, whether express or implied, to any one or more of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability) whilst attending at or taking part in a Match in which it is involved, whether on its own ground or elsewhere; and
- (b) that no spectators or unauthorised persons are permitted to encroach onto the pitch area, save for reasons of crowd safety, or to throw missiles, bottles or other potentially harmful or dangerous objects at or on to the pitch.
21. Any Affiliated Association, Competition or Club which fails effectively to discharge its said responsibility in any respect whatsoever shall be guilty of Misconduct. It shall be a defence in respect of charges against a Club for Misconduct by spectators and all persons purporting to be supporters or followers of the Club, if it can show that all events, incidents



or occurrences complained of were the result of circumstances over which it had no control, or for reasons of crowd safety, and that its responsible officers or agents had used all due diligence to ensure that its said responsibility was discharged.

This defence shall not apply where the Misconduct by spectators or any other person purporting to be a supporter or follower of the Club included a reference, whether express or implied, to any one or more of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability.

- 22 Any individual referred to in Rule E20 above may be removed from any ground, and such force used as may be necessary for the purpose of effecting such removal.
- 23 Each Club is expected to provide a private way from the playing area to dressing room wherever this is practicable.
- 24 Each Club shall have bills printed and posted in their grounds, threatening with expulsion anyone responsible for any insulting or improper conduct towards a Match Official.

#### **ANTI-DOPING**

- 25 A Participant shall comply with the provisions of any anti-doping regulations of The Association from time to time in force.

#### **SUSPENSION FOR SERIOUS CRIMINAL OFFENCES**

- 26 Council shall have the power to order that a Participant be suspended from all or any specific football activity for such period and on such terms and conditions as it considers fit where the Participant has been convicted of a criminal offence and where Council considers there to be a risk of physical harm to another Participant or Participants through the convicted Participant's continuing participation in the game.

### **F. POWERS OF INQUIRY**

#### **POWERS OF INQUIRY OF THE ASSOCIATION**

- 1 The Association shall have the power to monitor the compliance by each Participant with the Rules, the Laws of the Game, the statutes and regulations of FIFA and UEFA and the rules and regulations of each Affiliated Association and Competition to which a Participant is subject and/or inquire into any incident, facts or matters which may constitute misconduct under these Rules. It is for The Association to determine in its absolute discretion the manner in which it conducts an inquiry.
- 2 In carrying out its functions under Rule F1, The Association shall have the power to require of any Participant upon reasonable notice:
  - (a) his or her attendance to answer questions and provide information at a time and place determined by The Association; and
  - (b) the provision to The Association of documents, information or any other material of any nature held by the Participant; and
  - (c) the procurement and provision to The Association of documents, information or any other material of any nature not held by the Participant but which the Participant has the power to obtain.

It is for The Association to determine the nature and extent of any material required for disclosure in accordance with (b) or (c).

Where a Participant is interviewed by The Association pursuant to sub-paragraph (a) above, such interview may be recorded by any method determined by The Association in its absolute discretion to be appropriate, including tape-recording.

A copy of any such recording shall be provided to the Participant as soon as practicable after the interview.

- 3 Any failure by a Participant to comply with any requirement under Rule F2 may constitute Misconduct under the Rules and The Association may bring a charge or such charges as it sees fit.
- 4 Each Affiliated Association, Competition, or Club shall ensure the compliance by its officials, directors, players, representatives or servants with a requirement to answer questions and provide information and/or produce any one or a combination of documents, information or other material in whatever form held.
- 5 In carrying out its functions under Rule F1, The Association may request any person who is not a Participant to assist it by producing any one or a combination of documents, information or other material in whatever form held and/or answering questions and providing information.
- 6 The powers of The Association, as set out in Rules F1 to F5 above, shall be exercised on the authority of Council as it sees fit.
- 7 The Association may share information that it holds about any Participant with a public body (including, but not limited to, UK Anti-Doping, WADA and the Gambling Commission) sports governing body or competition organiser (including, but not limited to, UEFA and FIFA), where the Association reasonably considers such sharing is necessary in order to -
  - (a) carry out its functions under Rule F1; and / or
  - (b) protect the integrity of football or sport generally.

Participants shall be deemed to have agreed, for the purposes of any applicable data protection laws, that the Association may collect, process, disclose and use information containing their personal information in accordance with this Rule.

- 8 Save in respect of any matter to be dealt with under Rules F1 to F5 above, a commission of inquiry may be appointed by the chairman of the Football Regulatory Authority from time to time (or, in his absence, the deputy chairman of the Football Regulatory Authority) as it sees fit and may consist of such persons and have such terms of reference as are considered appropriate. The terms of reference of the commission of inquiry may be published at the time of its appointment. The terms of reference may relate to any matter connected with the affairs of The Association.
- 9 A commission of inquiry may adopt such procedures as it considers appropriate.
- 10 A commission of inquiry shall have the same powers as set out under Rules F2, 4 and 5 above.
- 11 A commission of inquiry shall present a report to the chairman of the Football Regulatory Authority (or, in his absence, the deputy chairman of the Football Regulatory Authority).  
The chairman of the Football Regulatory Authority from time to time (or, in his absence, the deputy chairman of the Football Regulatory Authority) may publish a report in any way considered appropriate, subject to law or statute, and taking into account matters of confidentiality and/or commercial sensitivity.

## **G. DISCIPLINARY POWERS**

### **JURISDICTIONAL ARRANGEMENTS**

- 1 Misconduct under Rule E1(a) above shall be dealt with only by The Association, or an Affiliated Association on its behalf, notwithstanding that the alleged breach may constitute misconduct under the rules and regulations of an Affiliated Association or Competition.

- 2 The Association shall have the power to take disciplinary action in all cases where facts or matters give rise to alleged Misconduct under Rule E1(b) to (f) inclusive above and these powers of The Association shall be exercised on the authority of Council as it sees fit.
- 3 Facts or matters giving rise to alleged Misconduct under Rule E1(b) to (f) inclusive, which also give rise to an alleged breach of the rules and/or regulations of The FA Premier League or The Football League, may be dealt with by The Association under the Rules and regulations of The Association, unless The Association and either The FA Premier League or The Football League as appropriate, agree that either league shall act.
- 4 Facts or matters giving rise to alleged Misconduct under Rule E1(b) to (f) inclusive, which also give rise to an alleged breach of the rules and/or regulations of a Competition other than those referred to at Rule G3 above, shall be dealt with by the Competition having jurisdiction under its rules and regulations, unless The Association and/or an Affiliated Association acts. A Competition shall not act before The Association or Affiliated Association acts.
- 5 The power to impose a penalty or other order for Misconduct shall be exercised on the authority of Council as it sees fit. The power to impose an interim or provisional suspension order where possible Misconduct is alleged or under investigation shall be exercised on the authority of Council as it sees fit.

#### **PROCEDURES FOR DEALING WITH ALLEGED MISCONDUCT UNDER RULE E1(A)**

- 6 Misconduct under Rule E1(a) above shall be dealt with under Rules G7 to G8 (inclusive).
- 7 Any breach of the Laws of the Game involving a Player associated with a Club in The FA Premier League, The Football League, The Football Conference, the Isthmian League, the Northern Premier League and the Southern League shall be dealt with by The Association in accordance with the relevant "Memorandum of Disciplinary Procedures concerning a breach of the Laws of the Game".
- 8 Any breach of the Laws of the Game involving a Player associated with a Club other than referred to above shall be dealt with on behalf of The Association by the Affiliated Association having jurisdiction over the Club in relation to the Match concerned. The matter shall be dealt with by the Affiliated Association in accordance with the relevant "Memorandum of Disciplinary Procedures" concerning a breach of the Laws of the Game.

#### **PROCEDURES FOR DEALING WITH ALLEGED MISCONDUCT UNDER RULE E1(B)-(F)**

- 9 Misconduct under Rule E1(b) to (f) inclusive shall be dealt with under the "Regulations for Football Association Disciplinary Action".

#### **H. APPEALS TO AN APPEAL BOARD**

- 1 Subject to Rule H2 below, an appeal shall lie to an Appeal Board under these Rules and regulations of The Association only where the Rules and regulations of The Association expressly give a right of appeal to an Appeal Board, or in any other case where The Association, acting by the Chief Executive (or his nominee), agrees to an appeal taking place.
- 2 No appeal shall lie to an Appeal Board under these Rules and regulations of The Association where an appeal has been heard by an Affiliated Association in respect of a decision of a Competition, or in respect of decisions arising out of competitions of Affiliated associations where the rules and regulations provide that such decisions are final.
- 3 An appeal may be made only by either the person or body who is the subject of the original decision appealed against or The Association.
- 4 An appeal shall be dealt with under the relevant regulations of The Association from time to time in force.

## I. FINANCIAL RECORDS

- 1 (a) *Records to be Kept*
- An Affiliated Association, Competition or Club shall keep accounting records for recording the fact and nature of all payments and receipts so as to disclose with reasonable accuracy, at any time, the financial position including the assets and liabilities of the Affiliated Association, Competition or Club.
- (b) *Records to be Retained*
- An Affiliated Association, Competition or Club must retain accounting records for six years.
- (c) *Corporate Bodies – Accounts*
- An Affiliated Association, Competition or Club which is formed and registered under the Act shall, on demand, forward to The Association a copy of its annual accounts most recently approved by its Board of directors. Such accounts must:
- (i) be prepared in accordance with the requirements of the Act and any other applicable regulatory requirements; and
  - (ii) have attached either an accountant's compilation report or an audit report prepared by an independent Appropriately Qualified Accountant. A copy of the report must be provided to The Association with the accounts; and
  - (iii) be laid before the members of the Club at a general meeting.
- An affiliated Association, Competition or Club is required to file a set of annual accounts with the Registrar of Companies within the period available for delivering such accounts under the Act.
- If the Affiliated Association, Competition or Club is a Subsidiary Undertaking, then the annual accounts of any Group of which it is a member most recently approved by its Board of directors shall also on demand be forwarded to The Association.
- (d) *Unincorporated Bodies – Financial Statements*
- An Affiliated Association, Competition or Club which does not prepare annual accounts in accordance with the Act shall prepare annual accounts, including a profit and loss account and balance sheet.
- Such accounts must:
- (i) be forwarded to The Association on demand; and
  - (ii) be prepared within nine months of the financial year end of the Affiliated Association, Competition or Club; and
  - (iii) be prepared in accordance with the constitution of the Affiliated Association, Competition or Club and any applicable regulatory or legal requirements; and
  - (iv) have attached either an accountant's compilation report or an audit report prepared by an independent Appropriately Qualified Accountant; and
  - (v) have been laid before the members of the Affiliated Association, Competition or Club at a general meeting called in accordance with its constitution.
- (e) *Bodies Required to Prepare only a Receipts and Payments Statement*
- An Affiliated Association, Competition or Club that is not a member of The FA Premier League, The Football League, The Football Conference, the Isthmian

League, the Northern Premier League or the Southern League and is not a Full Member or

Associate Member of The Association and does not own gross assets exceeding ten thousand pounds, and does not prepare accounts under the provisions of Rules 11(c) or (d) must prepare an annual Receipts and Payments Statement in a form acceptable to The Association.

Such a Receipts and Payments Statement must be prepared within nine months of the financial year end of the Affiliated Association, Competition or Club and must be approved by its Board or Executive Committee.

A copy of any Receipts and Payments Statement shall, on demand, be forwarded to The Association or relevant Affiliated Association.

(f) *Errors and Omissions to be Reported*

Any material errors or omissions in the accounting records of an Affiliated Association, Competition or Club must be reported by such body to The Association or, in the case of a Competition not sanctioned by The Association, or a Club not being a Full Member Club nor an Associate Member Club, to the relevant Affiliated Association.

(g) *Documentation of Loans Made to a Club*

All loans extended to a Club should be documented. Copies of the documentation should be retained by the Club. The loan document should include the following information:

- (i) the value of the loan;
- (ii) the length of the loan;
- (iii) the interest rate charged, and whether this is fixed or variable;
- (iv) repayment terms;
- (v) the full names of the individual or corporate body extending the loan; and
- (vi) the terms in the event of a default on the loan, and the document should be signed by two Club Officials or Management Committee Members who are independent of the party extending the loan

(h) *Gate Records to be Kept by Clubs*

When a Club charges for admission to a match, it is necessary for that Club to have a system that enables them to:

- (i) record the full gate receipts for each Match;
- (ii) account for the full gate receipts in the Club's accounting records and bank account; and
- (iii) accurately record the number of entrants into the ground for each Match.

The Club should retain documentation supporting this system for six years.

## PROVISIONS RELATING TO CLUBS

2 (a) *Form of Clubs*

A Club must not be a sole trader and must have Articles of Association, rules or other form of written constitution in a form acceptable to The Association that as a minimum is capable of complying with the following provisions.

(b) *General Provisions*

A Club shall include the following provisions in its Articles of Association (where a corporate body) or Club rules (where an unincorporated association):

- (i) "The members and the directors of the Company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Company are carried out in accordance with the Rules and regulations of The Football Association Limited for the time being in force.
- (ii) No proposed alteration to the provisions set out herein shall be effective unless the proposed alteration has been approved in writing by The Football Association Limited 14 days or more before the day on which the alteration is proposed to take place.
- (iii) The office of (a/an Director/Officer or Official)<sup>10</sup> shall be vacated if such person is subject to a decision of The Football Association Limited that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club."

(c) *Club Companies – Winding Up Provisions*

A Club which is incorporated under the Act shall have the following provisions in its Articles of Association:

"On the winding-up of the Company the surplus assets shall be applied, first, in repaying the Members the amount paid on their shares respectively. If such assets are insufficient to repay the said amount in full, they shall be applied rateably, so that the loss shall fall upon the Members in proportion to the amount called up on their shares respectively. No Member shall be entitled to have any call upon other Members for the purpose of adjusting the Members' rights; but where any call has been made and has been paid by some of the Members such call be enforced against the remaining Members for the purpose of adjusting the rights of the Members between themselves.

If the surplus assets shall be more than sufficient to pay to the Members the whole amount paid upon their shares, the balance shall be given by the Members of the Club, at or before the time of dissolution as they shall direct, to The Football Association Benevolent Fund, or to some Club or Institute in the [here insert the name of the appropriate city or county] having objects similar to those set out in the Memorandum of Association or to any local charity, or charitable or benevolent institution situate within the said [here insert the name of the appropriate city or county].

In default of any such decision or apportionment by the Members of the Club, the same to be decided upon and apportioned by a Judge of the High Court of Justice having jurisdiction in such winding-up or dissolution and as he shall determine.

Alternatively such balance may be disposed of in such other manner as the Members of the Club may, with the written consent of The Football Association Limited, determine."

Where a Club is registered as a Community Interest Company under the Act or as an Industrial and Provident Society with The Financial Services Authority, it shall include all of the above provisions in its Articles of Association or rules. Should these provisions not be acceptable to the relevant Regulator, any proposed variation from the above provisions must receive prior written approval from The Association. The Association will consider any such variations on a case by case basis.

<sup>10</sup> Delete as appropriate.

- (d) *Unincorporated Clubs – Winding Up Procedures*  
Where a Club which is an unincorporated association is wound up and there are surplus assets after the payment of debts of the Club, the surplus assets shall be transferred only to a Club, Competition or Affiliated Association or The Association.
- (e) *Notifiable Changes*  
A Club shall not alter its constitution or make a material change to its financial structure without prior notification to The Association or if not a Full or Associate Member Club then the Parent Association of the Club. Any new entity shall be deemed, for the purposes of playing status in a Competition, to be a new Club.  
For the purposes of this Rule, an alteration in constitution or material change in financial structure shall include such as winding-up of a Club, incorporation of an unincorporated Club, an agreement by which all the assets and goodwill of the Club are sold or transferred, entry into compulsory or voluntary liquidation, the convening of a meeting of creditors or the appointment of a receiver, administrative receiver, manager or administrator or if the Club ceases for any reason to carry on business or becomes a Parent Undertaking or Subsidiary Undertaking.

### CLUB BANK ACCOUNTS

3. Each Club must submit to The Association an authority signed by two Directors (or two authorised signatories where the Club is not a limited company) in respect of a specified bank account, to be in the name of and controlled by the Club, from which The Association shall receive, and into which The Association shall pay, monies in accordance with and subject to these Rules.

If the Club has assigned its entitlement to such monies or any part of them, payment will be made by The Association as directed in the assignment. For the avoidance of doubt such assignment will only be permitted if it is in accordance with The FA Third Party Investment Regulations, in particular Regulation B1(iii) relating to permitted payments.

### J. RULES, REGULATIONS AND LAWS OF THE GAME

- 1 (a) *Alterations to Rules*  
Subject to any procedural provisions as set out in the Articles, The Association may make alterations to these Rules as and when considered necessary, so as to conform to any alterations to the Memorandum of Association of The Association or the Articles.
- (b) *Forms*  
The Association shall settle the Forms required by these Rules from time to time.
- (c) *Rules and Regulations*
- (i) The Association shall have the power to make or alter such regulations as are deemed necessary to provide for matters arising from or to implement these Rules in so far as any such regulation is not in conflict with any Rule.
- (ii) Affiliated Associations and Clubs in membership with The Association and/or an Affiliated Association shall be deemed to have knowledge of and be bound by the said Rule or regulation if the same shall have been published by The Association, the production of which shall constitute at all times undisputed proof of the validity of such Rule or regulation.
- (d) *Regulations Concerning Cup Competitions and Match Officials*  
The Association is authorised to make such regulations with reference to “Cup Competitions” and Match Officials, as it may deem expedient.

- (e) *Laws of the Game*  
The Laws of the Game as amended at a meeting of the International Football Association Board in each calendar year shall come into force on such a date as is directed by the International Football Association Board.
- (f) *Owners and Directors*  
A Participant shall comply with the provisions of any regulations relating to “Owners and Directors” as shall be in force from time to time as determined by The Association.
- (g) *Safeguarding Children*  
A Participant shall abide by any regulations for safeguarding children as determined by The Association from time to time.

#### ADVERTISING ON PLAYER'S CLOTHING

- 2 Advertising on Player's wearing apparel is permitted providing such advertising complies with relevant regulations as determined by The Association from time to time in force.

#### MIXED FOOTBALL

- 3 Players in a Match must be of the same gender save for –
- (a) matches in a playing season in the age groups Under 7 to Under 16 inclusive (as defined at Rule C); and
- (b) any disability football match at Under 17 level or above in respect of which The Association has granted a dispensation in accordance with a current Dispensation Policy pursuant to Rule C4.

### K. ARBITRATION

#### AGREEMENT TO ARBITRATION

- 1 (a) Subject to Rule K1(b), K1(c) and K1(d) below, any dispute or difference between any two or more Participants (which shall include, for the purposes of this section of the Rules, The Association) including but not limited to a dispute arising out of or in connection with (including any question regarding the existence or validity of):
- (i) the Rules and regulations of The Association which are in force from time to time;
- (ii) the rules and regulations of an Affiliated Association or Competition which are in force from time to time;
- (iii) the statutes and regulations of FIFA and UEFA which are in force from time to time; or
- (iv) the Laws of the Game,
- shall be referred to and finally resolved by arbitration under these Rules.
- (b) No arbitration shall be commenced under these Rules unless and until the party or parties wishing to commence an arbitration under these Rules (the “Claimant(s)”) has exhausted all applicable rights of appeal pursuant to the Rules and regulations of The Association.
- (c) Rule K1(a) shall not apply to any dispute or difference which falls to be resolved pursuant to any rules from time to time in force of any Affiliated Association or Competition.
- (d) Rule K1(a) shall not operate to provide an appeal against the decision of a Regulatory Commission or an Appeal Board under the Rules and shall operate



only as the forum and procedure for a challenge to the validity of such decision under English law on the grounds of ultra vires (including error of law), irrationality or procedural unfairness, with the Tribunal exercising a supervisory jurisdiction.

- (e) The parties agree that the powers of the court under Sections 44, 45 and 69 of the Arbitration Act 1996 are excluded and shall not apply to any arbitration commenced under these Rules.

#### COMMENCEMENT OF ARBITRATION

- 2 (a) In order to commence an arbitration under these Rules the Claimant(s) shall serve on the other party or parties to the dispute (the "Respondent(s)") a written notice of arbitration (the "Notice of Arbitration") which shall set out:
- (i) the names and addresses of the parties to the arbitration;
  - (ii) a brief statement describing the nature and circumstances of the dispute and specifying the relief claimed;
  - (iii) any proposals in relation to the procedures for the arbitration including any proposed variation of the Standard Directions set out under Rule K 4(b) below; and
  - (iv) the name and address of the Claimant(s)'s appointed arbitrator (between them if more than one), who must have confirmed to the Claimant(s) his/her willingness and availability to accept the appointment.
- (b) Within 14 days of service of the Notice of Arbitration, the Respondent(s) shall each serve on the Claimant(s) and any other Respondent(s) a response to the Notice of Arbitration (the "Response(s)") which shall set out:
- (i) an admission or denial of all or part of the claims set out in the Notice of Arbitration;
  - (ii) a brief statement of the nature and circumstances of the Respondent(s)'s denial, if any, and of the nature and circumstances of any counterclaim;
  - (iii) a response to any proposals made by the Claimant in the Notice of Arbitration in relation to the procedures for the arbitration, together with any proposals that the Respondent(s) may have; and
  - (iv) the name and address of the Respondent(s)'s appointment to act as appointed arbitrator (between them if more than one), who must have confirmed to the Respondent(s) his/her willingness and availability to accept the appointment.

#### THE TRIBUNAL

- 3 (a) In these Rules, "Tribunal" means the arbitrator or arbitrators appointed pursuant to these Rules to determine the dispute. Subject to the appointment of a single arbitrator under Rule K (3)(d) below, the Tribunal shall consist of three arbitrators.
- (b) The Claimant(s) and the Respondent(s) shall within 14 days of service of the Response(s) agree to the appointment of a third arbitrator who shall act as chairman of the Tribunal.
- (c) Where:
- (i) in a dispute to which The Association is not a party, any party fails to serve a Response under Rule K2(b) above within 14 days of service of the Notice of Arbitration, the Chairman of the Football Regulatory Authority (the "FRA") shall appoint an arbitrator on behalf of the Respondent(s) and shall appoint the chairman of the Tribunal. Such appointments shall be made within 14 days after the date upon which the Response(s) should have been served. A Respondent shall have no right to oppose such arbitrator(s) who shall be treated as if appointed (or agreed to in

- respect of the appointment of the chairman of the Tribunal) by the Respondent(s);
- (ii) in a dispute to which The Association is a party, any party fails to serve a Response under Rule K2(b) above within 14 days of service of the Notice of Arbitration, the Claimant shall forward a copy of the Notice of Arbitration to the President of the Chartered Institute of Arbitrators who shall appoint an arbitrator on behalf of the Respondent(s) and shall appoint the chairman of the Tribunal. Such appointments shall be made within 14 days after the date upon which the Response(s) should have been served. A Respondent shall have no right to oppose such arbitrator(s) who shall be treated as if appointed (or agreed to in respect of the appointment of the chairman) by the Respondent(s); and
  - (iii) the parties cannot agree on the appointment of a third arbitrator who shall act as chairman of the Tribunal under Rule K3(b) above:
    - (A) in a dispute in which The Association is not a party, the Chairman of the FRA shall appoint the chairman of the Tribunal as appropriate; or
    - (B) in a dispute in which The Association is a party, the President of the Chartered Institute of Arbitrators shall appoint the chairman of the Tribunal as appropriate.
  - (d) Notwithstanding the other provisions of this Rule K, the parties shall be at liberty to agree the appointment of a single arbitrator in which case Rule K shall be interpreted on the basis that the Tribunal comprises a single arbitrator who shall undertake the duties of both the Tribunal and the chairman of the Tribunal.
  - (e) Each arbitrator must be, and remain, impartial and independent of all the parties to the arbitration at all times. Each arbitrator must be resident in England.
    - (i) Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence. A party who intends to challenge an arbitrator shall send to the other party or parties a notice of challenge setting out the reasons for its challenge within 14 days after notification of the appointment of the challenged arbitrator, or within 14 days from the date when the party making the challenge is informed of the facts and circumstances upon which the challenge is based if such date is subsequent to the receipt of such notification. A copy of the notice shall be sent at the same time to the arbitrator who is challenged and the other members of the Tribunal and The Association or the President of the Chartered Institute of Arbitrators (in the event that either appointed the arbitrator challenged). The notification shall be in writing and shall state the reasons for the challenge.
    - (ii) If the other party or parties do(es) not agree to the challenge or the challenged arbitrator does not withdraw, the decision on the challenge will be made, in a dispute in which The Association is not a party, by the Chairman of the FRA, or in a dispute in which The Association is a party, by the President of the Chartered Institute of Arbitrators. If the challenge is sustained, a replacement arbitrator shall be appointed pursuant to Rule K3(f).
  - (f) In the event that the procedure for the appointment of any arbitrator fails, upon the application by any party or parties, the Chairman of the FRA (in a dispute to which The Association is not a party) or, the President of the Chartered Institute

of Arbitrators (in a dispute to which The Association is a party) shall make such appointments as are necessary.

- (g) If, for any reason, an arbitrator becomes unable to act or refuses to act, a replacement shall be appointed in the same manner as the original appointment.

#### PROCEDURE

- 4 (a) The periods referred to in this Rule K 4 shall be calculated from the date on which the chairman of the Tribunal has been appointed (referred to hereafter as the Tribunal having been "Fully Constituted").
- (b) Subject to Rule K 4(c) below, the following Standard Directions shall apply to the conduct of an arbitration under these Rules:
- (i) within 21 days, the Claimant(s) shall serve its (their) Points of Claim;
  - (ii) within 42 days, the Respondent(s) shall serve its (their) Points of Defence;
  - (iii) within 70 days, the parties shall exchange statements of the witnesses they will rely upon;
  - (iv) within 98 days, the parties shall exchange and serve on the Tribunal their written submissions; and
  - (v) within 119 days, the hearing shall take place.
- (c) In the event that any or all of the parties wish to vary the Standard Directions, or wish for any other direction to be given (such as in relation to disclosure or expert evidence), then:
- (i) the parties shall be free to agree to a variation of the Standard Directions, or for other directions to be given; or
  - (ii) in the event that the parties cannot reach an agreement as to directions, either party may at any time apply in writing to the Tribunal for the directions to be varied, or for any other directions to be given.
- (d) In varying the Standard Directions, or making other directions, the Tribunal shall exercise its powers with a view to obtaining a fair resolution of the dispute without unnecessary delay or expense, and shall make its directions as soon as reasonably practicable.
- (e) Unless otherwise agreed by the parties, the powers of the Tribunal under Rules K 4(c) and K 4(d) shall be carried out by the chairman of the Tribunal on his own.
- (f) The parties shall be entitled to agree all other procedural and evidential matters, failing which such matters shall be determined by the Tribunal. These matters may include (but are not limited to):
- (i) whether to apply strict rules of evidence or any other rules as to the admissibility, relevance or weight of any material tendered by a party on any matter of fact or expert opinion and to determine the true manner and form in which material should be exchanged between the parties and presented to the Tribunal; and
  - (ii) whether there should be a hearing or hearings before the Tribunal or whether the dispute should be determined on the basis of written submissions and documents alone.
- (g) In the event of default by either party in respect of any matter under these Rules or of any order or direction of the Tribunal (or of an Interim Tribunal under Rule K8(c) below), the Tribunal shall have the power, upon application by any party or of its own motion:

- (i) to debar that party from further participation, in whole or in part, in the arbitration; and/or
  - (ii) proceed with the arbitration and deliver its award; and/or
  - (iii) make such other order as it sees fit.
- (h) Parties may be represented in an arbitration conducted under these Rules by a Solicitor or Barrister or any other individual of their choice.

#### THE TRIBUNAL'S GENERAL POWERS

- 5 The Tribunal shall have power to:
- (i) determine any question of law or fact arising in the course of the arbitration;
  - (ii) determine any question as to its own jurisdiction
  - (iii) order a stay or adjournment of the arbitral proceedings, provided that it is just and equitable to do so;
  - (iv) summarily determine the claim, including having the power to grant summary award or strike-out if it is just and equitable to do so;
  - (v) order the Claimant to provide security for costs of the arbitration;
  - (vi) allow either party upon such terms (as to costs and otherwise) as it shall think fit to amend any statement of case (including the Notice of Arbitration, Response, Points of Claim and Points of Defence);
  - (vii) give directions in relation to the preservation, custody, detention, disclosure, inspection or photographing of property owned by or in the possession of a party to the arbitration;
  - (viii) give directions as to the preservation of evidence in the custody or control of a party;
  - (ix) direct that a witness be examined on oath;
  - (x) require each party to give notice of identity of witnesses it intends to call;
  - (xi) require exchange of witness statements and any experts' reports;
  - (xii) appoint one or more experts to report to it on specific issues;
  - (xiii) require a party to give any such expert any relevant information or to produce or provide access to any relevant document or property;
  - (xiv) order that a transcript be taken of the proceedings;
  - (xv) extend or abbreviate any time limits provided under Rule K or by the directions ordered by the Tribunal;
  - (xvi) require the parties to attend such procedural meetings as it deems appropriate to identify or clarify the issues to be decided and the procedures to be adopted; and
  - (xvii) give such other lawful directions as it shall deem necessary to ensure the expeditious, economical, just and final determination of the dispute.

#### DUTIES OF THE PARTIES

- 6 The parties shall do all things necessary for the proper and expeditious conduct of the arbitration and shall comply without delay with any directions of the Tribunal as to procedural or evidential matters.

#### REMEDIES

- 7 The Tribunal shall have the power to:
- (i) make a declaration as to any matter to be determined in the proceedings;
  - (ii) order the payment of a sum of money;
  - (iii) award simple or compound interest;
  - (iv) order a party to do or refrain from doing anything;

- (v) order specific performance of a contract (other than a contract relating to land); and
- (vi) order the rectification, setting aside or cancellation of a deed or other document.

#### INTERIM APPLICATIONS

- 8
- (a) Section 44 of The Arbitration Act 1996 shall not apply to the arbitrations commenced under this Rule K.
  - (b) Following the Tribunal having been Fully Constituted, the parties shall make any application for interim relief to the Tribunal, which shall determine any such applications as it sees fit with the Tribunal exercising the powers provided under Rule K5 and Rule K7 above.
  - (c) In the event that a party wishes to seek interim relief prior to the Tribunal being Fully Constituted, then that party shall be entitled to seek such relief in accordance with the following procedure:
    - (i) The party seeking interim relief (the "Applicant") shall serve its application on the other party and file its application (the "Application") with Sports Resolutions (UK), contact details for which can be obtained from the Disciplinary Department at The Association.
    - (ii) Within 2 business days (a "business day" being a day other than a Saturday or a Sunday, on which banks generally are open in London for the transaction of normal banking business) of being served with the Application, Sports Resolutions (UK) shall appoint a single arbitrator, who shall be a Barrister or Solicitor of seven or more years' standing, to hear the Application (the "Interim Tribunal");
    - (iii) The Interim Tribunal shall decide all procedural and evidential matters and shall give directions within 2 business days of its appointment. The directions shall include without limitation:
      - (A) the extent to which there shall be oral or written evidence or submissions;
      - (B) whether to have an oral hearing to determine the Application, or whether to determine the Application on paper.
    - (iv) In determining the Application the Interim Tribunal shall exercise the powers provided under Rule K5 and Rule K7 above.
    - (v) The Interim Tribunal's award shall be in writing and shall be provided to both parties and to the Tribunal.
    - (vi) Subject to Rule K 8(c)(vii) below, the Applicant shall be responsible for the costs of the Interim Tribunal.
    - (vii) The Interim Tribunal shall have the power but not the obligation to:
      - (A) make such order against one or more of the parties as it considers appropriate as to the costs of the Application, which shall include:
        - (i) the fees and expenses of the Interim Tribunal and any hearings;
        - (ii) the parties' legal and other costs in the Application, including administrative costs (if any); and,
        - (iii) the parties' legal and other costs incurred in any cost assessment or determination under Rule K8(c)(ix) below.
      - (B) order that the costs of the Application be reserved to the Tribunal.

- (viii) In appropriate cases the Interim Tribunal may award costs on an indemnity basis.
- (ix) The Interim Tribunal shall have the power to assess or determine the costs of the Application (either summarily or upon detailed representations by the parties) if requested to do so by either party.

#### PROVISIONAL AWARD

- 9 The Tribunal shall have the power to make provisional awards during the proceedings including without limitation requiring a party to make an interim payment on account of the claim or the costs of the arbitration. Any such provisional award shall be taken into account when the final award is made.

#### AWARD

- 10 (a) The Tribunal shall make its award (“the Award”) in writing and, unless all parties otherwise agree in writing, shall state the reasons for its decision. The Award shall be dated and signed by the Tribunal. Without prejudice to its obligations under Rule K11, the Tribunal shall inform The Association of its Award and provide The Association with a copy of any written decision.
- (b) Subject to the provisions of sections 67 and 68 of the Arbitration Act 1996, the Award shall be final and binding on the parties from the date that it is made, who shall be deemed to have waived irrevocably any right to appeal, review or recourse to a court of law, arbitral body or any other body of any nature.
- (c) Where there were three arbitrators and the Tribunal fails to agree on any issue, the arbitrators shall decide that issue by a majority. Failing a majority decision on any issue, the chairman of the Tribunal shall decide that issue.

#### CONFIDENTIALITY

- 11 (a) The parties shall preserve and respect the confidentiality of the arbitration proceedings, including the issues in the dispute and the evidence and arguments presented by the parties.
- (b) Subject to Rule K11(c) no disclosure shall be made to any third party of the existence of the proceedings, the contents of any documents or other evidence produced in the arbitration or any procedural decision of the Tribunal or its Award, or any part of them save and to the extent that the disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce an award, except with the prior written agreement of the parties to the arbitration.
- (c) Unless otherwise agreed between the parties, where the Association is party to an arbitration, the Award shall be made public, subject to appropriate redaction to protect third party confidentiality.

#### COSTS

- 12 (a) The Tribunal shall have the power but not the obligation to make such order against one or more of the parties as it considers appropriate as to the costs of the arbitration, which shall include:
- (i) the fees and expenses of the arbitrators and any hearings;
  - (ii) the parties’ legal and other costs in the arbitration, including administrative costs (if any); and,
  - (iii) the parties’ legal and other costs incurred in any cost assessment or determination under Rule K12(c) below.

- (b) In appropriate cases the Tribunal may award costs on an indemnity basis.
- (c) The Tribunal shall have the power to assess or determine the costs (either summarily or upon detailed representations by the parties) if requested to do so by either party.

### SERVICE OF DOCUMENTS

- 13
- (a) Any document served under this Rule K (including any Notice of Arbitration or Response) will be deemed to be received by the relevant party on a particular day, if it is received by that body or person (as appropriate) at or before 17:00 hours on a business day. If it is received at any time thereafter, or if it is received during a non-business day, it will be deemed to have been received the next following business day (the "Date of Receipt"). Any time periods stipulated in this Rule K are deemed to commence from the Date of Receipt.
  - (b) Any document served under this Rule K shall be deemed to be served:
    - (i) in person: On that day, if it is delivered on a business day before 17:00, failing which it will be deemed to be served on the next following business day after it is delivered;
    - (ii) by first class post or by registered post: On the second business day after the date of posting; or
    - (iii) by facsimile or email transmission: On that day, if it is transmitted on a business day before 17:00, failing which it will be deemed to be served on the next following business day after it is transmitted.
  - (c) Where The Association is not a party to the dispute, the Claimant(s) and Respondent(s) must:
    - (i) send a copy of all statements of case (including the Notice of Arbitration, Response, Points of Claim and Points of Defence), applications, evidence and written submissions to The Association at the same time that such documents are sent to the other party or parties to the dispute; and
    - (ii) provide The Association with a copy of any decision, order or award of the Tribunal, or of any Interim Tribunal, upon receipt of the same.

### GOVERNING LAW AND SEAT OF THE ARBITRATION

- 14
- (a) These Rules and any arbitration pursuant to them shall be governed by English law.

The Tribunal shall apply English law (both procedural and substantive) in determining any dispute referred to arbitration under the Rules.
  - (b) The seat of any arbitration under this Rule K shall be England and Wales and, unless otherwise agreed between the parties and The Association, the arbitration shall be conducted in the English language.

### L. FAIR PLAY IN FOOTBALL

Fair play in football means that **EVERYONE** connected with football:

- (a) shows understanding of and respect for the Laws of the Game;
- (b) supports the belief that the game should be played in an entertaining and positive way; and
- (c) behaves on and off the field in a sporting manner towards all others involved, be they players, officials or spectators, irrespective of results.

**M. TRANSITIONAL PROVISIONS**

- 1 The Rules of The Association and all regulations made there under in force immediately prior to the Effective Date shall be applied in relation to all disputes in connection with proceedings which have been commenced on or before the Effective Date until the conclusion of such proceedings.
- 2 All Full Member Clubs, Associate Member Clubs, County Associations and Other Football Associations who are recognised as such immediately prior to the Effective Date shall, for the purposes of Rules A3(c) and A4(a)(i) and (ii), be accorded their respective status by The Association as on the Effective Date.



NOTES

NOTES

## FOOTBALL ASSOCIATION REGULATIONS

### REGULATIONS FOR THE SANCTION AND CONTROL OF COMPETITIONS EXCEPT THOSE UNDER THE DIRECT JURISDICTION AND CONTROL OF THE FOOTBALL ASSOCIATION

1. A Competition consisting of clubs, all of which are Members of one Affiliated Association only, shall make application for sanction to, and the Competition shall be sanctioned by, and be under the jurisdiction of that Association.
2. A Competition consisting of clubs within the area of, or affiliated to, two or three Affiliated Associations shall make application for sanction to, and may be affiliated with, the Association which has the majority of the Competition's clubs in affiliation. The Association to which application has been made shall, within 14 days of its receipt, submit the application to the other Association(s) concerned. The Competition shall be sanctioned by, and be under the jurisdiction of a Committee of not less than two representatives of each of the Affiliated Associations. \*Competitions forming the National League System as designated by The Football Association from time to time will be sanctioned under Regulation 3. (\*Competitions designated by The Football Association are Essex Senior League, Kent League, Northern League, Sussex County League, Midland Football Alliance and East Midlands Counties League.)
3. A Competition consisting of clubs within the area of more than three Affiliated Associations shall make application for sanction to, and the Competition shall be sanctioned by and be under the jurisdiction of The Football Association unless it directs that the Competition may be sanctioned under Regulation 2. An annual sanction fee will be determined by The Association.
4. A Competition may be used for advertising and/or sponsorship purposes and the name of the donor of a Trophy or any other presentation may form part of the title of a Competition only with the prior consent of The Association or appropriate Affiliated Association.
5. If a Competition is discontinued for any reason a Trophy or any other presentation shall be returned to the donor if the conditions attached to it so provide or, if not, dealt with as the sanctioning Association(s) may decide.
6. The sanctioning Association (s) may not allot a club to a Competition but may permit it to make provision in its Rules to restrict the number of Competitions, except FA and County Cup Competitions, in which its clubs take part. An exception to the Regulation shall be in Competitions that form part of the National League System and the Women's Football Pyramid and Girls' Football, as determined from time to time by the Association.
7. Players without a written contract are not restricted as to the clubs for which they may play provided they comply with the Rules and Regulations of any Competition in which their club(s) may be engaged.
8.
  - (a) Application for sanction of a Competition (other than a Charity Competition) shall be submitted in the format of a completed form marked "D" as scheduled to the Rules of The Football Association. Two copies of the proposed Competition Rules must accompany the application together with two copies of the Articles, if applicable.
  - (b) A Competition may promote and manage other Competitions restricted to the clubs listed on form "D" in which case only two copies of the Competition Rules are required.
9. Application for sanction of a Charity Competition shall be submitted in the format of a completed form marked "E" as scheduled to the Rules of The Football Association. Two copies of the proposed Rules must accompany the application.

10. When an application for sanction is made by a new or youth Competition under Regulations 1 and 2, the Affiliated Association(s) concerned may require that the Competition Rules provide that representation of the Association(s) be by the inclusion of non-voting member(s) of the Management Committee. This arrangement is for the guidance of the Competition.
11. The sanctioning Association(s) may approve modifications of the Laws of the Game defined by the International Football Association Board in Competitions for players under the age of 16, women's football, veterans' football (over 35 years of age) and players with disabilities.
12. Competitions shall not allow matches to be played until their member clubs and Rules or Rule changes are approved by the sanctioning Association(s).
13. If a difference of opinion arises between Affiliated Associations having the right of sanction and jurisdiction under Regulation 2, any of the Association(s) may appeal to The Football Association in accordance with FA Rule H and the Regulations for Football Association Appeals.
14. In the event of a Competition being refused sanction or affiliation by an Affiliated Association the applicants have the right of appeal to The Football Association in accordance with FA Rule H and the Regulations for Football Association Appeals.
15. A Competition shall consist of member clubs the voting rights of which shall be determined by the Rules of the Competition subject to the approval of the sanctioning Association(s).
16.
  - (a) A Competition is not allowed to alter its Constitution, Rules or clubs without the consent of The Football Association or the affiliated Association(s) sanctioning the Competition.
  - (b) Details of the proposed Rule changes must be submitted for approval to The Football Association or the Affiliated Association(s) sanctioning the Competition at least 28 days prior to the date fixed for the holding of the Annual or Special General Meeting of the Competition.
  - (c) Rule changes may not be made after they have been approved by the sanctioning Association(s) giving consent to the Competition, unless such intended alteration has first been submitted to, and approved by, that authority, and subsequently by a General Meeting of the Competition.
17. Applications to The Football Association for the formation of new Competitions, or for the approval of alterations in the Constitution, Rules or clubs of existing Competitions should be made by 1st August annually.

Applications to Affiliated Associations for alterations in the Constitution, Rules or clubs of existing Competitions should be made by 1st August, and applications for formation of new Competitions should be made by 1st September.

Competitions submitting amendments to their Rules must set them out in a proper form, side by side with the original Rules affected.
18. All Affiliated Associations sanctioning Competitions and all Competitions shall observe the Rules and Regulations of The Football Association. Any rule, regulation or practice of any such Association or Competition that is inconsistent with the Rules and Regulations of The Football Association shall be void and unenforceable. For further avoidance of doubt, the fact that a Competition has been sanctioned whether directly or indirectly by The Football Association shall not render enforceable any such rule, regulation or practice which would otherwise be void and unenforceable under the Rules of The Football Association.
19. Competitions (other than Charity Competitions) already sanctioned and which are not altering their Constitution, Rules or clubs should, before 1st September in each year, forward completed Form "D" together with a copy of the Rules to the Affiliated Association from

which sanction was received. Charity Competitions shall in like manner forward completed Form "E" together with a copy of the Rules.

20. The permission of The Football Association or of the Affiliated Association(s) concerned is required in respect of either a Competition conducted by a club or for a match in which a Trophy, presentation or any reward is given.
21. With the exception of any club competing in The FA Women's Super League, if a club is required to do so by its parent Affiliated Association, a club must enter a suitable Cup Competition of that Association. However, in the absence of any existing suitable County Cup Competition, women's clubs may enter a Competition jointly organised by a neighbouring Affiliated Association. Only the matches of such Competition(s) will take precedence over other Competitions in which the club competes, except The Football Association Premier League, The Football League and The Football League Cup Competition.

With the consent of its parent Affiliated Association, a club may enter suitable Cup Competition(s) of other Affiliated Association(s). Ties in The FA Youth Challenge Cup Competition will take precedence with the exception of ties in other FA Competitions and first team League fixtures.

Affiliated Association(s) Cup Competition games which involve the Reserve or Youth teams of a club do not take precedence over arranged first team League fixtures of The Football Conference, Northern Premier, Isthmian and Southern Leagues.

22. (a) A club may not withdraw or resign unless it has complied with the obligations set out in the Rules of the Competition, in so far as such Rules are consistent with the following provisions of this Regulation and the other Rules and Regulations of The Football Association.
- (b) A Competition may require a club to give written notice of an intention or provisional intention to resign or withdraw at the end of a season. Where such notice has been submitted a club must either confirm or rescind the notice, in writing, by 31st March in that season.
- (c) A Competition may not, in its Rules and Regulations, adopt or give effect to any Rule, Regulation or practice whereby:-
- (i) a club intending or having a provisional intention to resign or withdraw at the end of a season is required to give notice of such intention before 31st December in that season;
  - (ii) any penalty or other obligation is imposed upon a club intending to resign or withdraw at the end of a season for not having given notice of such intention prior to 31st December.
  - (iii) any club is or can be required to give notice of an intention or provisional intention to resign or withdraw before being able to apply for membership of another Competition.
- (d) Subject to the provisions of this Regulation, a club shall be permitted to resign or withdraw from a Competition at the end of a season.
- (e) For the avoidance of doubt and without prejudice to the generality of Regulation 19, any rule, regulation or practice in breach of this Regulation shall be void and unenforceable.
- (f) Without at least seven days' written notice to a Competition, a Participant (FA Rule A2) may not make an approach to or have contact with a club still in membership of that Competition with regard to the club becoming a member of another Competition.

23. (a) A Competition must make provision in its Rules for a right of appeal to the sanctioning Association, as provided for in FA Rule B1(b). The Rules of Competitions sanctioned by The Football Association must make provision for the payment of a minimum fee of £50.
- (b) No appeal can be lodged against a decision taken at an Annual or Special General Meeting unless this is on the ground of unconstitutional conduct.
24. Without the prior consent of the sanctioning Association a Competition must not permit matches other than those incidental to it.
25. In Charity Competitions:-
- (a) conducted on a league principle, not less than 1/10th of the gross gate receipts of each match must go to Charity. If the receipts are insufficient to cover ground expenses of the match the percentage may not be taken. Expenses must not include those of the competing clubs;
- (b) conducted as a knock-out cup, of the gross gate receipts at least 1/10th of the Preliminary Round(s) and at least 1/3rd of the Semi-Final and Final Ties must go to charity;
- (c) a salary or honorarium must not be paid to any official;
- (d) at the close of each Competition an audited Balance Sheet or Financial Statement must be forwarded to the sanctioning Association together with confirmation from the Charity(ies) of the amount donated.
26. Competitions shall fix the fees to be paid to Match Officials officiating in their matches within the limits laid down by the sanctioning Association. Officials shall neither ask for, nor receive a larger fee than that fixed by the Competition.
27. Referees must not be called upon to perform duties extraneous to the Laws of the Game which would bring them into direct contact unnecessarily with participating players, e.g. when match report cards were being signed by players.
28. Competitions must not impose bonds on their member clubs as a guarantee of the good behaviour of their players.
29. The Rules of the Competition must comply with the Standard Code of Rules issued by The Football Association and as altered from time to time for the level at which the Competition competes. In cases where a County Football Association or other affiliated Association governs and administers a directly affiliated League, all Rule changes must be approved by the Football Association who shall also be responsible for the determination of appeals made in accordance with Rule 16 of the open age and youth Standard Codes of Rules.
30. The Football Association will appoint as one of its Standing Committees a Sanction and Registrations Committee and each Affiliated Association is required to make a similar provision.

## REGULATIONS FOR THE REGISTRATION AND CONTROL OF REFEREES

### PREAMBLE

Pursuant to The Football Association Rule J1(d), the Council is authorised to make regulations with reference to Match Officials as they deem expedient. These 'Regulations for the Registration and Control of Referees' (the "Regulations") are the regulations made under that Rule.

Affiliated Associations are responsible for the administration of Referees registered with The Association who reside in their area as determined by The Association. Service Associations have administrative responsibility for Referees who are serving members of the Armed Forces.

Affiliated Associations shall appoint a Referees' Committee to carry out its functions under these Regulations.

These regulations fully embrace The Association's Equality Policy, Safeguarding Children Policy and Regulations and Safeguarding Vulnerable Adults Policy and Regulations.

For the purpose of these Regulations the terms used will be defined as follows:

**Administer** - to carry out the administrative procedures relating to the registration and control of Referees as required or determined by The Association from time to time.

**Affiliated Association** - a County Football Association or Service Association.

**Annual Review** - the review by a Competition of its List of Match Officials entitled to be appointed for a Match in that Competition, to establish the suitability of each Referee to continue to be eligible to be retained on that list. Such a review will take into consideration the Referee's administration, fitness and performance on the field of play as defined in these Regulations, as modified by any written instructions to a Competition from The Association from time to time.

**Assessment** - written appraisal of a Referee's performance on the field of play, carried out by an FA Registered Assessor, on behalf of The Association, Affiliated Association or competition and submitted to the appropriate body.

**Basic Referee Training Course** - a course of instruction for 11-a-side football as determined by The Association leading to the examination of Referee candidates.

**Club Mark** - a numerical indication of a Referee's performance on the field of play, reported by competing Clubs after a match, on a scale defined by The Association.

**Contributory Leagues** - those nominated divisions, within specific Leagues as determined and considered by The Association, suitable for Level 3 Referees.

**County Referee** - a Referee who has demonstrated to the satisfaction of The Association, Affiliated Association or Service Association, as required by these Regulations, the ability to officiate at Level 6 and above.

**Examine** - to supervise, in written and/or other form of examination, Trainee Referee candidates to the requirements and standards determined by The Association from time to time.

**FA Registered Assessors** - those individuals authorised by The Association to carry out Assessments at levels determined by The Association.

**FIFA List** - those Referees and Assistant Referees, nominated by The Association and selected by FIFA, eligible for appointment to international matches.

**Futsal** - the only form of small sided football approved by FIFA.

**Junior County Referee** - a Referee who has completed successfully the Basic Referee Training Course, having reached the age of 16 years.

**League** - a Competition sanctioned under relevant Regulations by The Association or an Affiliated Association.

**Marking Season** - except as otherwise determined by The Association, the marking season for promotion/retention shall be from the 1st March until the last day of February in the following year.

**National List** - those Referees selected by The Association, eligible for appointment to games in the Premier League, the Football League and other matches as determined from time to time.

**Panel List** - those Referees selected by The Association, eligible for appointment to games within specific Panel Leagues as determined by The Association, suitable for Level 2 Referees.

**Parent Association** - the Affiliated Association within whose boundaries a referee resides (except for Service referees and the Amateur Football Alliance).

**Playing Season** - that period of the year when The Association permits football to be played.

**Referee** - a person registered as qualified under these Regulations who may be appointed as a Match Official.

**Registration Period** - from 1 June in each year, (or the date of successful completion of the Basic Referee Training Course if later) to the following 31 May.

**Senior County Referee** - a Referee who has demonstrated to the satisfaction of The Association, Affiliated Association or Service Association, as required by these Regulations, the ability to officiate at Level 5 and above.

**Service Association** - an Affiliated Association having responsibility for the administration of the game as determined by The Association from time to time in or relating to Her Majesty's Regular Forces (the Royal Navy, the Army, the Royal Air Force).

**Specialist Assistant Referee** - Referees who are permitted by The Association to officiate almost exclusively as Assistant Referees.

**Supply League** - those nominated divisions, within specific Leagues as determined and considered by The Association, suitable for Level 4 Referees.

**The Association** - means The Football Association.

**Trainee Referee** - a Referee candidate who is undergoing the Basic Referee Training Course, will be recognised and classified as a Level 9 Referee and may be appointed as a Match Official in accordance with these regulations.

**Youth Referee** - means a registered Referee who is aged 14 or 15.

For the purposes of these Regulations, The Association shall act through the Council, which shall delegate such functions to the Referees' Committee.

## 1. REGISTRATION

- (a) No person shall be appointed as a Match Official in any Match or Competition under the jurisdiction of The Association either directly or indirectly unless registered in accordance with these Regulations.

A Competition may include in its regulations a provision by which a person who is not a registered Match Official may carry out the duties of a Match Official in a specific Match but only in circumstances where a registered Match Official cannot be appointed to or officiate in that Match. In these circumstances the appointed unregistered and/or unqualified Match Official will carry the same powers and duties of an appointed registered Match Official for the purpose of that match.

- (b) A Referee must be registered with The Association through the Affiliated Association within the area in which the Referee resides, which will be deemed that referee's Parent Association (or County). The Parent Association for serving members of The Armed Forces is the Affiliated Association of the service in which they serve; such referees may also register as an Associate Referee with the Affiliated Association in whose area they reside. A Referee will be required to pay the standard national registration fee to be determined annually by The Association. Registration will run from the date of registration until the



following 31 May. A Referee may become an Associate Referee with another Affiliated Association but will not be required to pay a further fee.

The Memorandum attached to these regulations details the responsibilities of Affiliated Associations in respect of Referees administered by them.

- (c) In cases where the boundaries of Affiliated Associations overlap, the Affiliated Associations concerned must mutually agree responsibility of the training and examination of Trainee Referees. Once the Basic Referee Training Course has been completed, the registration of the Referee must then be transferred to the Affiliated Association of the area in which the Referee resides. A Referee who changes residence from one administrative area to another will be required to be released by the original Association before being registered with their new Association for administrative purposes but will not be required to pay a further registration fee for that season.
- (d) Referees shall not be registered with The Association until they are able to satisfy the Affiliated Association of their date of birth. A Trainee Referee must be 14 years of age or older at the time of registration.
- (e) A Referee who has failed to register as a Referee with The Association for between two and five seasons shall not be re-registered until they have successfully undertaken and completed the Basic Referee Training Course written examination. The Affiliated Association may then register the Referee at their former Level (up to Senior County Referee) once they are satisfied with his/her competence. A Referee who has not been registered for more than five seasons must attend and successfully complete the Basic Referee Training Course at which point they will be registered as a Junior County Referee.
- (f) A Referee's registration may be cancelled or suspended by the Affiliated Association in consultation with The Association where the Referee has not acted in the best interests of the game. The Association may take any action it deems appropriate. Applications for the re-instatement of a Referee who has previously been disqualified under this Regulation must be referred to The Association.

## 2. REFEREE RECRUITMENT, TRAINING AND EXAMINATION

- (a) The Association and Affiliated Associations shall be responsible for the recruitment, training and examination of Referees.
- (b) The requirements and standards for Referee training and examination shall be agreed by The Association.
- (c) Initial Referee training course fees shall be set by The Association for:
  - Basic Referee Training
  - Futsal
  - Small Sided Football
  - Mini Soccer
  - Disability Football
- (d) Basic Referee Training Course - All candidates shall be examined as to their suitability to be a Referee by an initial examination at the end of module 3. The initial examination shall include a written element and/or any other form of examination as prescribed by The Association.
- (e) All other formats of initial Referee training will be examined at the end of the period of training.
- (f) The minimum age a candidate may be presented for initial examination of the Basic Referee Training Course and all other forms of refereeing will be 14 years.
- (g) Candidates who do not reach the standard required by The Association in the initial examination may be re-examined at a time appropriate to the needs of the individual as determined by The Association and/or the Affiliated Associations.

### 3. CLASSIFICATION

- (a) On behalf of The Association, each Affiliated Association must classify Referees administered by their Association. The classification period runs from 1 June in each year, or the date of successful completion of the initial examination, to the following 31 May.

As at 1 June in each year every Referee is to be classified as follows;

International	FIFA List Referee
Level 1	National List Referee
Level 2a	Panel Select List Referee
Level 2b	Panel List Referee
Level 3	Contributory League Referee
Level 4	Supply League Referee*
Level 5	Senior County Referee. This classification includes Referees who have served at a higher Level.**
Level 6	County Referee
Level 7	Junior County Referee (16 years of age or over)
Level 8	Youth Referee (14 or 15 years of age)
Level 9	Trainee Referee
Level 10(n)	Referee Workforce (if not already registered as an active Referee) <ul style="list-style-type: none"> <li>- Tutor</li> <li>- Assessor</li> <li>- Mentor</li> <li>- Coach</li> </ul>
Level 10(a)	Referee Workforce (an active Referee officiating in 6 or fewer matches a season) <ul style="list-style-type: none"> <li>- Tutor</li> <li>- Assessor</li> <li>- Mentor</li> <li>- Coach</li> </ul>

*\*Any such referee registered with the Guernsey FA, Jersey FA and the Isle of Man FA and officiating on those islands may be classified as Level 4i according to criteria approved by The Association.*

*\*\* Where a Referee has achieved a Level higher than Level 5 and is not retained, the Referee will usually be reclassified as a Level 5 Referee, with the option of further promotion in the normal way or until a status of non-active is declared by the individual.*

The Association may designate Referees as Specialist Assistant Referees who will officiate almost exclusively as Assistant Referees according to guidelines determined from time to time.

A Referee may be registered as one or more of the following specialist categories; such registration may be in addition to a Level 1 to 10 registration.

MSR	-	Mini Soccer Referee
SS	-	Small Sided Referee
WFR1	-	Premier League and Super League Women's Football Referee
WFR2	-	Combination Women's Football Referee
WFR3	-	Regional Premier Division Women's Football Referee
WFR4	-	Regional League Women's Football Referee
WFR5	-	County League Women's Football Referee
WFR6	-	Girls and County League Women's Football Referee
WFR7	-	Trainee Women's Football Referee
FURF	-	International FIFA Futsal Referee
FUR1	-	National Futsal Referee

- FUR2 - Regional Futsal Referee  
 FUR3 - Senior County Futsal Referee  
 FUR4 - County Futsal Referee  
 FUR5 - Junior County Futsal Referee  
 FUR6 - Youth Futsal Referee
- (b) When a Referee changes residence from one Affiliated Association to another, the classification Level will be accepted by the Affiliated Association into whose area the Referee has moved.
- (c) A Referee moving to England from another country must provide proof of their current Referee status from their National Association. The Association will determine their classification Level.
- (d) Trainee Referees undertaking the Basic Referee Training Course must be registered as Level 9 by the end of module 3. A Level 9 Referee will automatically become a Level 7 Referee (16 years of age or over) or Level 8 (14 or 15 years of age) upon successful completion of the Basic Referee Training Course.
- (e) A Level 8 Referee will automatically become a Level 7 Referee on reaching the age of 16.

#### 4. PROMOTION

##### Men

- (a) Selection and promotion within Levels 4 to International will be determined as follows:
- |                     |   |
|---------------------|---|
| International Level | Annual nomination by The Association to FIFA, selected from those eligible Referees as at the date of nomination determined by FIFA.  |
| Level 1             | Referees who have been promoted from Level 2 for outstanding ability as determined by The Association.  |
| Level 2             | Referees who have been promoted from Level 3 for outstanding ability as determined by The Association.  |
| Level 3             | Referees who have been promoted from Level 4 for outstanding ability as determined by The Association.  |
| Level 4             | Referees who have been promoted from Level 5 for outstanding ability as determined by The Association following nomination by the Affiliated Association to act as an Assistant Referee on the National Contributory Leagues and as a Referee on a Supply League. |
- Referees will be required to complete successfully an annual fitness test and other criteria as determined by The Association prior to having their classification confirmed. On initial selection for promotion to a higher Level, Referees may be required to attend an interview to ascertain their suitability against criteria determined by The Association. The Association will determine the acceptable number of matches required for consideration to be selected for Levels 4 and above.
- (b) Selection and promotion within Levels 7 to 5 will be determined as follows:
- Referees must apply for promotion in writing to their Parent Association no later than 1 March preceding the season in which promotion is sought. Referees considered for promotion in the preceding season, but not successful, will automatically be included in the promotion scheme for the following season unless they indicate otherwise, in writing, to their Parent Association.
- (c) The responsibility of promoting Referees within Levels 7 to 5 rests with the Referee's Parent Association. All selections to Level 5 must be made by 25 March each year and selections to Level 6 by 30 April each year.

*Levels 5 and 6*

Promotion from Level 6 to Level 5 and Level 7 to Level 6 shall be based on a Referee's practical performance on the field of play and other criteria as follows:

- Written assessments by FA Registered Assessors on a minimum of three games.
- Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 70% must be in open age competitions) officiated in as a Referee in the marking season.
- A Level 6 Referee wishing to be considered for future promotion to Level 4 must complete at least 5 games as an Assistant Referee.
- Attendance at at least one promotion in-service training event.
- Successful completion of a written examination as determined by The Association.

*Level 7 - Reclassification from Level 8 and 9*

(d) At an interim meeting at the end of September County Associations may:

- Identify Level 7 Referees who are showing promise and consider them for accelerated promotion from Level 7 to 5 in one season providing they meet the criteria as determined above
- To gather supporting evidence for this "accelerated promotion" the Affiliated Association should provide the Referee with more challenging matches eg higher division matches in local leagues, games in later rounds of County Competitions. Referees being considered for this promotion would require an additional 20 games and a further three assessments at the higher Level of challenge. The Referee must attend an in-service training event for Level 6 to 5 and take the appropriate examination as determined in the criteria set by The Association.
- Review for promotion to Level 6 or 5 a Referee who was ineligible for consideration in the annual promotion meeting because of shortage of games. Referees who meet the criteria may be promoted to Level 6 or Level 5 with effect from 1 October.

(e) A Level 7 Referee must officiate as a Referee in a minimum of 20 games in one registration period before applying for promotion. No Affiliated Association may impose any other qualification periods which cause delayed passage through the promotion pyramid.

**Women**

(f) Promotion through the Women's Pyramid of Football will follow the criteria above, excepting that Referees choosing the women's pathway cannot automatically cross over to the same Men's classification Level as this pathway is for the development of female Referees only.

As at 1 June in each year Referee is to be classified as follows;

International	FIFA List Referee -
Level 1	Premier League and Super League Referee
Level 2	Combination Referee
Level 3	Regional Premier Division Referee
Level 4	Regional League Referee
Level 5	County League Referee
Level 6	Youth Referee (14 or 15 years of age)
Level 7	Trainee Women's Football Referee

International Level - annual nomination by The Association to FIFA, selected from those eligible Referees as at the date of nomination determined by FIFA. Nominees must operate regularly at the highest level of the national women's competition.

Level 1 Referees who have been promoted from Level 2 for outstanding ability as determined by The Association.

Level 2 Referees who have been promoted from Level 3 for outstanding ability as determined by The Association.

Promotion to Level 1 and Level 2 will be based on a Referee's practical performance on the field of play by considering the criteria determined as follows:

- Written assessments by FA Registered Assessors on a minimum of three games.
- Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 70% must be in women's competitions) officiated in as a Referee in the marking season.
- Attendance at at least one promotion in-service training event.
- Successful completion of a written examination as determined by The Association.
- Successful completion of a fitness test as determined by The Association.

Referees will be required to complete successfully an annual fitness test and other criteria as determined by The Association prior to having their classification confirmed. On initial selection for promotion to a higher Level, Referees may be required to attend an interview to ascertain their suitability against criteria determined by The Association. The Association will determine the acceptable number of matches required for consideration to be selected for Levels 2 and above.

#### *Levels 3, 4 and 5*

Promotion from Level 4 to Level 3, Level 5 to Level 4, Level 6 to Level 5 shall be based on a Referee's practical performance on the field of play by considering the criteria determined as follows:

- Written assessments by FA Registered Assessors on a minimum of three games.
- Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 70% must be in women's competitions) officiated in as a Referee in the marking season.
- A Level 3 Referee wishing to be considered for future promotion to Level 2 must complete at least 5 games as an Assistant Referee.
- Attendance at at least one in-service training event
- Successful completion of a written examination as determined by The Association.

Trainee Referees undertaking the Basic Referee Training Course must be registered as Level 7 by the end of module 3. A Level 7 Referee will automatically become a Level 5 Referee (16 years of age or over) or Level 6 (14 or 15 years of age) upon successful completion of the Basic Referee Training Course

A Level 6 Referee will automatically become a Level 5 Referee on reaching the age of 16.

#### **Futsal**

International Level - annual nomination by The Association to FIFA, selected from those eligible Futsal Referees as at the date of nomination determined by FIFA. Nominees must operate regularly on the Futsal National League competition.

Level 1 - Promotion from Level 2 to 1 shall be based on the following criteria:

- Successfully complete a fitness test as determined by The Association.
- Have a minimum of two years' experience as a Level 2 Futsal Referee.
- Written assessments by FA Registered Futsal Assessors on a minimum of five games during the season.
- Refereed a minimum of ten matches during the season.

Level 2 - Promotion from Level 3 to 2 shall be based on the following criteria:

- Successfully complete a fitness test as determined by The Association.
- Have a minimum of one year's experience as a Level 3 Futsal Referee.

- Written assessments by FA Registered Futsal Assessors on a minimum of four games during the season.
- Refereed a minimum of eight matches during the season.

Level 3 - Promotion from Level 4 to 3 shall be based on the following criteria:

- Have a minimum of one year's experience as a Level 4 Futsal Referee.
- Written assessments by FA Registered Futsal Assessors on a minimum of three games during the season.
- Refereed a minimum of six matches during the season.

Level 4 - Promotion from Level 5 to 4 shall be based on the following criteria:

- Have a minimum of one year's experience as a Level 5 Futsal Referee.
- Written assessments by FA Registered Futsal Assessors on a minimum of two games during the season.
- Refereed a minimum of four matches during the season.

Level 5 - Reclassification from Level 6 Youth Futsal Referee upon reaching the age of 16.

## 5. COMPETITIONS

- (a) Affiliated Associations must advise successful candidates of the result of the initial examination, in writing, as well as providing them with details of local competitions on which they are eligible to officiate.
- (b) Referees under the age of 16 are only eligible to officiate in competitions where the players' age band is at least one year younger than the age of the Referee. e.g. a 15 year old referee may only referee in competitions where the age banding is 14 or younger. This also applies to those mentioned in regulation 1(a) regarding unregistered and or unqualified Referees.
- (c) Referees under the age of 16 must not participate either as a Referee or Assistant Referee in any open age competition. This also applies to those mentioned in regulation 1(a) regarding unregistered and/or unqualified Referees.
- (d) The Association will advise Affiliated Associations annually of those Competitions, and the recognised Leagues and divisions, which have been granted Supply League status.
- (e) A Competition may not cancel or suspend a Match Official from its List at any time other than at the Annual Review (such power resting solely with The Association, Affiliated Association or Service Association as appropriate under Regulation 7 below).
- (f) The practical performance on the field of play of Match Officials officiating at Supply Leagues and above shall be appraised and reviewed during and at the end of each marking season.

Competitions at Supply Leagues and above are responsible for informing Referees of their performance at regular intervals during the season.

Competitions shall provide annually to The Association or Affiliated Association as appropriate a List of the Match Officials they have appointed with the Marks and Assessments obtained in accordance with the requirements of paragraph 12 of these Regulations.

All affiliated football clubs are to mark Referees on a scale of 1-100. An example of the marking Guide and form to be used in Supply Leagues is shown at Appendix A. Similarly an example of a marking guide and form for all other affiliated football is shown at Appendix B.

- (g) No appeal shall be permitted against a decision of a Competition to remove a Match Official from its List, as a result of an annual review of that Official's practical performances on the field of play.
- (h) A Competition shall not have the power to act in relation to the Registration of a Referee. Any allegation of behaviour alleged to constitute a breach under Regulation 7 (a)(i) or (ii)

below must be reported to The Association, Affiliated Association or Service Association in accordance with Regulation 7 (c) below.

- (i) Match Officials' Fees and Expenses are set or approved by Affiliated Associations. Match Officials officiating in competitions at Supply League and above may not receive any other financial reward or incentive based on their on field of play performances from any Affiliated Association or Competition, other than the set fees and expenses.

## 6. TRAINING

- (a) The Association shall identify the training requirements of Referees at all levels and be responsible for accrediting courses of instruction to meet those requirements.
- (b) Referees will be required to attend accredited training at intervals determined by The Association. Only training delivered by accredited or approved Referee tutors will be valid.
- (c) Training may be delivered, at the appropriate levels, in conjunction with Affiliated Associations, Match Officials' associations or the Referees' Association by Referee tutors accredited or approved by The Association.

## 7. CONDUCT OF REFEREES

- (a) The Association, Affiliated Association or Service Association, as appropriate, shall have the power to act at any time in relation to the registration of a Referee who has:
  - (i) less than proficiently applied the Laws of the Game; or
  - (ii) committed a technical irregularity; or
  - (iii) proved to have been concerned as an agent for a Club or a Player in the transfer or attempted transfer and/or engagement of a Player; or
  - (iv) wilfully mis-stated his/her age, or, date of birth; or
  - (v) as a player, violated the Laws of the Game to such a degree that a Regulatory Commission or a Disciplinary Committee subsequently imposes a penalty of suspension from playing; or
  - (vi) been found to have committed an act of Misconduct (as defined in and) pursuant to the Rules of The Association or an Affiliated Association or Service Association; or
  - (vii) a Football Banning Order imposed on him or her; or
  - (viii) has not acted in the best interests of the game.
- (b) Only The Association, Affiliated Association or Service Association may act in relation to the Registration of a Referee. Such action may only be taken by its Referees' Committee. Where an alleged breach of Regulation 7(a) is committed by a Referee whilst acting as a Match Official in any capacity (on or off the field) the matter will be dealt with by a Referees' Committee or Commission thereof except where a charge is brought under FA Rule E. A Regulation 7(a) breach can only be subject to a charge under FA Rule E if brought by, or after consultation with, The Association. Where a charge is raised under FA Rule E, and in all other circumstances, the Referee will be dealt with by a Disciplinary or Regulatory Commission as any other Participant.
- (c) Any behaviour alleged to constitute a breach under 7(a) (i) or (ii) above must have been notified to, or otherwise come to the attention of The Association, Affiliated Association or Service Association within 14 days of the relevant incident(s) for such to be acted upon under 7(a).
- (d) A technical irregularity under 7 (a)(ii) above shall be any failure by a Referee to meet any requirement imposed on, or notified to, a Referee by The Association, Affiliated or Service Association as appropriate from time to time.

A "technical irregularity" includes, but is not in any way limited to, any failure to comply with administrative requirements imposed on a Referee such as the requirements to file reports,

answer correspondence, attend match venues or disciplinary or regulatory hearings at a particular time, etc or any breach of Regulation 10 or 13.

- (e) Where a Referee is alleged to have breached 7(a) (i) – (viii) above, the Referees' Committee shall advise the Referee, in writing, of the relevant allegation(s) and supporting facts and state that the matter will be considered by the Committee or a duly appointed Commission thereof.

The Referee shall respond within 14 days and may either:

- (i) deny the allegation(s), setting out a statement of his case; or
- (ii) request a personal hearing, in which case a fee of £25 must accompany the request; or
- (iii) admit the allegation(s). A Referee who admits the allegation(s) may set out any submissions which he wishes the Referees' Committee to consider when considering what, if any, action to take. The Referee may also request a personal hearing as above.

In considering any allegation at a personal hearing, a Referees' Committee or Commission thereof, may adopt such procedures as it considers appropriate and expedient for the determination of the matter brought before it; and shall not be bound by any enactment of rule or law relating to the admissibility of evidence in proceedings before a court of law.

*Guide to Procedures at Personal Hearings*

The following may be used as a guide to the procedures to be followed at a personal hearing, unless the Referees' Committee or Commission consider it appropriate to amend them:

- (a) The allegation(s) will be read out to the Referee, who will be asked if the allegation(s) are admitted or denied.
- (b) Evidence in support of the allegation(s) to be called.
- (c) Evidence in response to the allegation(s) to be submitted by the Referee, who may, with the permission of the Referees' Committee or Commission, be accompanied by a representative. (Any such representative shall not be permitted to give evidence as a witness).
- (d) The Referees' Committee or Commission and the Referee (as appropriate) shall be entitled to ask questions of any witness giving evidence in support of the allegation(s). The Referees' Committee or Commission shall be entitled to ask questions of the Referee, who may give evidence in defence of the allegation(s). The Referees' Committee or Commission may draw such inferences as it considers appropriate from the failure of the Referee to give evidence or answer a question.
- (e) In the event of evidence submitted in answer to the allegation(s) disclosing a point which the Referees' Committee or Commission considers was not covered in the evidence of, or not put to, any witness in support of the allegation(s), the Referees' Committee or Commission may recall and ask questions of such witness. The Referee or relevant representative may also ask questions.
- (f) After the evidence has been completed to the satisfaction of the Referees' Committee or Commission, the Referee or representative shall be entitled to make submissions based upon the evidence, but this may not include reference to facts not disclosed in the evidence presented to the Referees' Committee or Commission. At the conclusion of the submissions all persons shall withdraw whilst the Referees' Committee or Commission considers the evidence and submissions presented to it and determines whether the allegation(s) has been proved or not. After reaching a decision, the Referees' Committee or Commission shall recall the Referee and any representative, and announce whether the allegation(s) have



proved or not proved. The decision shall be subsequently confirmed in writing. As an alternative the Referees' Committee or Commission may, where it considers it appropriate, not announce its decision at the meeting but inform the Referee that such a decision will be communicated in writing.

- (g) Where the Referees' Committee or Commission find the allegation(s) proved, it shall have the power to act in relation to the Registration of the Referee as it considers appropriate. This may include, but is not limited to, censure, a period of remedial training, suspension or removal of Registration.
- (h) A Referee may be dealt with in the normal course as a participant for any alleged Misconduct (i.e. by a Regulatory Commission or another Disciplinary Commission as appropriate), in addition to having issues relating to the Registration as a Referee considered by The Association, Affiliated Association or Service Association through its Referees' Committee in relation to the same behaviour. In such cases, a charge of Misconduct shall be considered before any matter relating to the issue of Registration is dealt with by the Referees' Committee under Regulation 7 (a)(vi).

Action in respect of the Registration of Match Officials appointed to Competitions of The Association and other Competitions including Contributory League Level and above in the Order of Precedence (Section 9) will be considered by the appropriate committee of The Association.
- (i) In circumstances where it is considered appropriate, the Referees' Committee may order that the Registration of a Referee be suspended with immediate effect, pending determination of a charge of Misconduct or pending the determination of a charge under 7(a)(i) or (ii) above and in the latter case the reason for such suspension is to be notified to the Referee in writing and reported to the Commission hearing any resultant charge.

## **8. APPEALS AGAINST DECISIONS OF A REFEREES' COMMITTEE OR COMMISSION THEREOF**

- (a) Where The Association or an Affiliated or Service Association, through its Referees' Committee, makes an order in relation to the registration of a Referee under Regulation 7, then there shall be a right of appeal by the Referee against the decision (other than as set out below).

There shall be no right of appeal against a decision in relation to the registration or classification of a Referee taken as part of the Annual Review by The Association, Affiliated Association or an appointing authority.
- (b)
  - (i) Notice of an appeal against a decision of a Referees' Committee or Commission thereof made under Regulation 7 must be lodged with The Association or appropriate Affiliated Association within 14 days of notification of the decision appealed against, accompanied by a fee as determined by The Association.
  - (ii) An Appeal shall be considered by an "Appeals Panel" comprising Members of the Council of The Association or appropriate Affiliated Association established specifically to deal with appeals from decisions under Regulation 7, none of whom shall have been party to the original decision. A decision of the Appeals Panel shall be final and binding.
  - (iii) The Notice of Appeal must:
    - (1) identify the specific decision(s) being appealed
    - (2) set out the grounds of appeal; and
    - (3) set out a statement of the facts upon which the appeal is based.
  - (iv) The grounds of appeal shall be that the body whose decision is appealed against:

- (1) misinterpreted or failed to comply with any rules or regulations relevant to its decision; and/or
  - (2) came to a decision to which no reasonable such body could have arrived at; and/or
  - (3) made an order, which is excessive.
- (v) The Appeals Panel may adopt such procedures as it considers appropriate and expedient for the just determination of an appeal brought before it, and shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law.

The following is set out as a guide to the conduct of a hearing before the Appeals Panel:

- (1) The Appellant to address the Appeals Panel, summarising its case;
  - (2) The Respondent to address the Appeals Panel, summarising its case;
  - (3) The Appeals Panel may put questions to the parties at any stage;
  - (4) The Respondent to make closing submissions;
  - (5) The Appellant to make closing submissions;
  - (6) The Appellant and the Respondent to withdraw whilst the Appeals Panel considers the submissions and determines the matter.
  - (7) The Appellant and the Respondent to be recalled and the decision and any orders consequential to it announced to both parties. Alternatively, where it considers it appropriate, the Appeals Panel may decide not to announce its decision, but make it known at a later date, in writing. In any event, the Appeals Panel shall publicise a written statement of its decision (see 8(b)(ix) below).
- (vi) The Appeals Panel shall proceed in the absence of any party, unless it is satisfied that there are reasonable grounds for the failure of the party to attend, and shall do so in such manner as it considers appropriate.
- (vii) A decision of the Appeals Panel shall be final and binding and there shall be no right of further challenge.
- (viii) The Appeals Panel shall have power to:
- (1) allow or dismiss the appeal; or
  - (2) remit the matter for re-hearing by the Referees' Committee; or
  - (3) exercise any power which the body against whose decision the appeal was made could have exercised; or
  - (4) make any further or other order considered appropriate, either generally, or for the purpose of giving effect to its decision.  
Any fee may be returned or forfeited, in whole or in part, at the discretion of the Appeals Panel, who shall also have the power to determine by whom the costs of the appeal shall be borne.
- (ix) As soon as practicable after the hearing, the Appeals Panel shall publish a written statement of its decision, which shall state:
- (1) the names of the parties, the decision(s) appealed against and the grounds of appeal;
  - (2) whether or not the appeal is allowed; and
  - (3) the order(s) of the Appeals Panel.

The written statement shall be signed and dated by the chairman of the Appeals Panel and be the conclusive record of the decision.

## 9. APPOINTMENTS

- (a) Registered Referees shall not officiate in any Competition, which is not sanctioned, or match in which unaffiliated clubs compete.
- (b) The "Order of Precedence" of appointments, whether as a Referee or Assistant Referee shall be as follows:
- (1) The FA Challenge Cup Competition;
  - (2) The Premier League;
  - (3) The Football League;
  - (4) The FA Challenge Trophy Competition;
  - (5) The FA Challenge Vase Competition;
  - (6) Affiliated Association Cup Competitions\*
  - (7) The Panel Leagues;
  - (8) The FA Youth, FA County Youth Challenge Cup Competitions and FA Women's Cup 4th round and above.
  - (9) Contributory Leagues (recognised divisions only), National League Systems Cup and FA Sunday Cup
  - (10) FA Women's Super League and Cup
  - (11) Supply Leagues (marketing divisions only)
  - (12) FA Women's Premier League and Cup
  - (13) Senior County Leagues
  - (14) Intermediate County League
  - (15) FA Women's Cup prior to 4th round
  - (16) Women's Combination League and Cup
  - (17) Women's Regional League and Cup
  - (18) County Junior Leagues
  - (19) County Women's Leagues and Cup
  - (20) All other competitions, including Youth Competitions
- \*Affiliated Association appointments only take precedence over Panel Leagues, The FA Youth and FA County Youth Challenge Cup Competitions, Contributory League and Supply League appointments. If the appointment is in the Affiliated Association's nominated Senior Cup Competition or in the Semi-final and/or Final of any other Affiliated Association Competition whether the appointment is as a Referee or an Assistant Referee.
- \*\*Fourth Officials where appointed do not form part of the Order of Precedence and usually do not take precedence over an active appointment.
- (c) Referees must attend personal hearings when required to do so. At Contributory Level or above Match Officials' appointments already received, take precedence over requests to attend personal hearings. On receipt of notification of a personal hearing Referees must close the date with all appropriate competitions.
- (d) Where release from an appointment is required to enable a Referee to take a more senior appointment at least four days' notice must be given to the relevant Affiliated Association or competition by the association or competition requesting the release. Where fewer than four days notice is given, The Association or Competition must obtain permission from the Affiliated Association or Competition for the Referee to be released.
- (e) Once The Association or an Affiliated Association has appointed a Match Official if, subsequently, the match is postponed, abandoned or results in a draw and the rearranged fixture is then scheduled to take place less than four complete days from the date of the original match, The Association or Affiliated Association appointment will take priority over any other appointment already accepted by the Referee from a competition lower in the order of precedence, unless The Association or Affiliated Association waive their right to the services of the match official so appointed.

- (f) "Fourth Officials" are appointed to certain rounds of FA Competitions, Premier League and Football League matches and associated Competitions, and the Panel Competitions. The duties and responsibilities of the Fourth Official are detailed in the Laws of the Game and in the Competition Rules. Such appointments form part of the Order of Precedence within the Competitions listed above.
- (g) Reserve Assistant Referees may only be appointed in FA, Premier League and Football League Competitions, with the approval of The Association. They have no duties other than to replace an official who is unable to officiate.

#### 10. CONFLICTS OF INTEREST

A Referee shall at all times act impartially. Where a Referee believes that there is a material interest conflicting with the duties and obligations of a Match Official and any appointment, then the Referee shall decline to act or officiate and declare it to the appointing authority (whose decision in relation to any dispute or difference in such matters shall be final and binding).

#### 11. REFEREES' UNIFORMS

- (i) All Match Officials in Competitions under the jurisdiction of The Association and Affiliated Associations must wear uniforms comprising a plain shirt which shall be almost entirely black with a white or black collar and black shorts. Socks will be black; the sock top will be black, white or the colour of the shirt or its collar.
- ii) Referees' uniforms must not carry any form of advertising.
- (b) Headgear may be worn in extreme weather conditions. It must be plain black and not restrict the vision of the Match Official.
- (c) The following Competitions may be exempt from (a) above, on application to The Association subject to the conditions below:
- The Premier League
  - The Football League
  - Competitions of Panel and Contributory League Status

Application must be submitted annually prior to 1 May for the following season. Approval will be considered only for shirts that are almost entirely of a single colour and where the competition confirms to The Association that all Match Officials will be provided with shirts, shorts and socks free of charge.

- (d) Match Officials officiating in FA Competition matches are required to wear the FIFA or Football Association badge (where awarded) or the badge of their Affiliated Association. No other competition badge should be worn.
- (e) Advertising and branding on Match Officials' uniforms (where permitted in accordance with sub-paragraph 11(c) above) must be in accordance with The Association's Regulations relating to advertising on the clothing of Players, Club Officials and Match Officials.

#### 12. RETURNS

- (a) Annually, in accordance with the instructions of The Association issued from time to time, competitions shall provide to The Association or appropriate Affiliated Association lists of Match Officials used. Such lists shall include the marks awarded by clubs, and assessments where appropriate, during the specified period, together with any other information required.
- (b) Not later than the date decided by The Association, Affiliated Associations shall nominate suitable Referees for consideration by The Association for selection to the Contributory League Assistant Referees List.
- (c) Competitions that are required to administer fitness tests must submit the results to The Association and the Referee's Parent Affiliated Association.

**13. CODES OF CONDUCT**

Match Officials shall be bound by Codes of Conduct such as are instructed by The Association from time to time (Appendix C).

**14. REPORTING MISCONDUCT**

- (a) Referees must submit full details on all matters of misconduct, sendings off and cautions **only** to the appropriate Association or Affiliated Association responsible for administering misconduct and not to any other organisation or Competition.
- (b) Referees may include on the normal Competition match report forms the names and club details of those personnel reported for misconduct but must not include any details of the incident and for all on-field offences they can only report the name of the player/players cautioned/sent off, the club, the time of offence and the relevant FA offence code.
- (c) Should any match official be approached to supply any details, they should immediately report the matter to the Association or Affiliated Association.

## GUIDE TO MARKING

The mark awarded by a club must be based on the Referee's **overall** performance. It is most important that the mark is awarded fairly and not based upon isolated incidents or previous games. The Referee's performance should be determined by the table below which should act as a guide for the overall mark which should fall within the mark range for each standard of performance.

Mark Range	Comment
100-86	The Referee demonstrated very accurate decision-making and controlled the game very well using management and communication skills effectively to add value to the game.
85-76	The Referee demonstrated accurate decision-making and controlled the game well using management and communication skills to contribute positively to the game.
75-61	The Referee demonstrated reasonably accurate decision-making and despite some shortcomings generally controlled the game well.
60 and below	The Referee demonstrated shortcomings in the accuracy of decision-making and control which affected the game.

### Notes

- Club officials should use the full range of marks within each category to help distinguish between different performance levels, e.g. within the 85-76 category a mark of 84 indicates a better performance than a mark of 77.
- While some Referees may have below average performances, there will usually have been some positive aspects of their performance, so extremely low marks should be very rare.
- When club officials are marking a Referee, they should always look at the game as a whole and not isolated decisions. The result of the match should not influence the mark and disciplinary action should be judged objectively.
- When a mark of 60 or lower is awarded, an explanation must be provided to the Competition using the box provided on the marking form. The purpose of this is to assist Referees to improve their performance levels, so the comments should be as helpful as possible.

## HOW TO DECIDE ON THE REFEREE'S MARK

The following questions focus on the key areas of a Referee's performance. They are intended as an "aide memoire", are not necessarily comprehensive and need not be answered individually. It is, however, worth considering them before committing yourself to a mark for the Referee.

### CONTROL AND DECISION MAKING

- How well did the Referee control the game?
- Were the players' actions recognized correctly?
- Were the Laws applied correctly?
- Were all incidents dealt with efficiently/effectively?
- Were all the appropriate sanctions applied correctly?
- Was the Referee always within reasonable distance of incidents?
- Was the Referee well positioned to make critical decisions, especially in and around the penalty area?
- Did the Referee understand the players' positional intentions and keep out of the way accordingly?
- Did the Referee demonstrate alertness and concentration throughout the game?
- Did the Referee apply the use of the advantage to suit the mood and temperature of the game?
- Was the Referee aware of the players' attitude to advantage?
- Did the Referee use the assistants effectively?
- Did the officials work as a team, and did the Referee lead and manage them to the benefit of the game?

### COMMUNICATION AND PLAYER MANAGEMENT

- How well did the Referee communicate with the players during the game?
- Did the Referee's Level of involvement/profile suit this particular game?
- Did the Referee understand the players' problems on the day – e.g. difficult ground/ weather conditions?
- Did the Referee respond to the changing pattern of play/mood of players?
- Did the Referee demonstrate empathy for the game, allowing it to develop in accordance with the tempo of the game?
- Was the Referee pro-active in controlling of the game?
- Was the Referee's authority asserted firmly without being officious?
- Was the Referee confident and quick thinking?
- Did the Referee appear unflustered and unhurried when making critical decisions?
- Did the Referee permit undue questioning of decisions?
- Did the Referee deal effectively with players crowding around after decisions/incidents?
- Was effective player management in evidence?
- Was the Referee's body language confident and open at all times?
- Did the pace of the game, the crowd or player pressure affect the Referee negatively?

### FINAL THOUGHTS

- Always try to be objective when marking. You may not obtain the most objective view by marking immediately after the game.
- Judge the performance over **the whole game**. Don't be too influenced by one particular incident.
- Don't mark the Referee down unfairly because your team was unlucky and lost the game or some disciplinary action was taken against your players.

## APPENDIX A

## CLUB REPORT ON MATCH REFEREE

(Supply League)

Form to be completed after every match

Date: ..... Competition: .....

Home Club

Away Club

..... V .....

Referee: .....

**Referee's Performance:**

Please tick appropriate box

a) Overall control

Disappointing  Reasonable  Good  Excellent 

b) Overall decision making

Disappointing  Reasonable  Good  Excellent 

c) Communication and Player Management

Disappointing  Reasonable  Good  Excellent 

Mark out of 100

Section 3: **Additional Comments** (Continue Overleaf if necessary)

If any area is marked "disappointing", or the mark awarded is 60 or less, detailed, constructive comments which could help improve the Referee's future performances are required.

Name (please print): .....

Position held in Club: ..... Signature: .....

Please return to .....  
within 48 hours of the match.



APPENDIX B  
**CLUB MARKING OF REFEREES**

Both teams are required to award the Referee a mark in all matches on a scale 1-100 based on the following guide:

Date: ..... Competition: .....

Home Club ..... V .....  
 Away Club .....

Referee: .....

**Overall control and decision making:**

The mark must reflect the Referee's overall Level of control, accuracy of decision making and management of and communication with players. When deciding on a mark consideration should be given to such aspects of the Referee's performance as: impartiality, confidence, fitness, positioning, signalling, use of advantage, handling of major incidents.

A mark between 91-100 would be regarded as 'excellent'  
 A mark between 71 and 80 would represent the standard expected

Our club awards an overall mark of  out of 100

When awarding a mark of 60 or less, an explanation must be provided in the box below to the League/Competition with comments which could help the Referee improve future performances.

(Signed): .....

(Secretary): .....

Club: .....

## APPENDIX C

### MATCH OFFICIALS CODE OF CONDUCT

#### **MEMORANDUM OF AFFILIATED ASSOCIATION RESPONSIBILITIES FOR REGISTERED REFEREES**

Affiliated Associations must provide, as a minimum, the following for Referees administered by them:

##### **Allocation to Leagues**

The Association is responsible for the allocation of Referees promoted to, or serving on, the National Contributory Leagues List of Assistant Referees to a suitable Supply League on which to referee. The allocation of Referees to officiate as Assistant Referees in the recognised division of one Supply League only, in which teams from the Affiliated Association operate, is the responsibility of the Affiliated Association to ensure that local football is not deprived of Referees.

Referees successfully completing the Basic Referee Training Course are to be advised in writing, in accordance with the Regulations for the Registration and Control of Referees, of the leagues on which they may operate.

##### **Appointments**

Affiliated Associations make appointments to their individual Competitions. In addition, they are invited to make nominations in respect of FA Competitions at the request of The Football Association Refereeing Department.

##### **Benevolent Scheme**

Affiliated Associations are encouraged to make available access to any Benevolent Scheme it runs to Referees. They may also access, on behalf of a Referee, The Football Association Benevolent Fund.

##### **County Football Association Badge**

The Regulations for the Registration and Control of Referees require Referees to wear the badge of the County FA who administers his registration on FA Competitions, where such a badge is available. This provides County identity for Match Officials when operating both within and outside their Affiliated Association boundary. Affiliated Associations should make the County FA badge available to Referees.

##### **County Football Association Handbook**

Affiliated Associations should provide, as a minimum, the County Cup Competition Rules, details of Club Secretaries and details of grounds/match venues.

##### **General Advice**

General advice and guidance on all football related matters should be communicated by the Affiliated Association to those Referees it administers.

##### **In-Service Training**

Referees at Level 4 and below are provided with in-service training by Affiliated Associations. In-service training for Referees in the promotion scheme is mandatory in accordance with the Regulations for the Registration and Control of Referees and may be co-ordinated in conjunction with National Referee Managers. Other in-service training (i.e. Supply League Referees, Pre-Cup Final training, assessor training, etc) should be provided for Referees as appropriate. Funding may be accessed to meet some of the training and development needs.

##### **Laws of the Game**

All referees must be provided with a current edition of the Laws of the Game by their Parent Association and any Law amendment bulletin published by The Association.

##### **Legal Advice**

Affiliated Associations may assist in the provision of legal advice where appropriate to Referees. This could involve seeking advice from The Association on behalf of the Referee in certain circumstances.

### **Liaison with the National Referee Managers**

Affiliated Associations should make every use of the services of the National Referee Managers in the support of its responsibilities for registered Referees as outlined in this Memorandum.

### **Licensed Referee Tutor Courses**

Affiliated Associations should identify those candidates it considers suitable to attend Licensed Referee Tutor Courses in accordance with the criteria notified by The Association from time to time. The Association makes financial provision for these courses.

### **Mentor Scheme**

Affiliated Associations are required to provide Mentor support for Referees undertaking the Basic Referee Training Course. It is recognised that mentoring is an aid to retention and Affiliated Associations are encouraged to extend the service to other Referees wherever possible.

### **Monitoring of Financial Provision**

Affiliated Associations are required to develop and produce a County Development Plan linked to the National Game Strategy which details key initiatives and targets to support recruitment, retention and development of Referees as well as offering details on the financial support provided by The Association. Returns are to be submitted to The Association upon request.

### **Nominations to the Contributory League List**

Affiliated Associations are required to nominate eligible and suitable Referees to join the Contributory League Assistant Referees List from their Senior County Referees on request from The Football Association Refereeing Department. Those Referees who are nominated for consideration to the Contributory League Assistant Referees List must have successfully completed the required fitness test as determined by The Football Association Referees' Committee from time to time.

### **Personal Accident Insurance**

Affiliated Associations are encouraged to investigate the need for Personal Accident Insurance for Referees.

### **PGMOL**

The Professional Game Match Officials Ltd is responsible for officials operating in the Premier League, Football League and Panel Leagues.

### **Promotion and Assessment Scheme**

Affiliated Associations are responsible for the promotion of Referees up to Level 5 - Senior County Referee, in accordance with the Regulations for the Registration and Control of Referees, by ensuring that Referees are active at the appropriate Level and are regularly assessed. The promotion assessment scheme is part funded by The Association. Senior County Referees and below, outside the promotion scheme, who are administered by their Parent Association should be regularly assessed for development purposes.

### **Public Liability Insurance**

A minimum of £5 million, as recommended by The Association, cover for public liability insurance.

### **Recruitment and Basic Training of New Referees**

The recruitment and training of new Referees is an important area which Affiliated Associations have responsibility towards the development of the future of the game. The Association supports this with provision of financial and material support.

### **Referee Discipline**

The Regulations for the Registration and Control of Referees devolve the responsibility for Referee discipline, of those Referees not operating on the National List of Contributory League Officials or above, to the Referee's Parent Association. Where an alleged offence is committed by a Referee whilst acting as a Match Official in any capacity (on or off the field) the matter will be dealt with

by a Referees' Committee or Commission thereof, except where the charge relates to FA Rule E. In this and all other circumstances the Referee will be dealt with as any other Participant. Referees should be made aware of the process by which any acts of misconduct, or indiscipline in relation to their registration, will be dealt with by the Affiliated Association.

### **Registration**

Registrations for Referees must be in accordance with the Regulations for the Registration and Control of Referees as amended by The Association from time to time. Affiliated Associations will collect the National Registration fee and, where appropriate, any Associate Referee fee levied by them for Referees administered by another Affiliated Association. Except where determined otherwise, Affiliated Associations will be responsible for the provision of CRC and any other checks on Referees as decided by The Association.

### **Safeguarding Children Training**

In accordance with the Rules of The Association, every participant in a position of trust e.g. coach, referee, medic, welfare officer etc... is required to undergo Safeguarding Children Training. The Football Association Referees Department and Equality and Child Protection Unit will provide appropriate guidance.

### **Schools of Excellence and Referee Academies**

Affiliated Associations are strongly encouraged to include a School of Excellence (or Referee Academy) for referees.

### **Transfers**

Affiliated Associations are responsible for ensuring that Referees who move to another administrative area are notified to the receiving Association. On receipt of that notification, the receiving Affiliated Association should ensure that the Referee is made aware of the refereeing activities in the County.

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## REGULATIONS FOR THE CONTROL OF YOUTH FOOTBALL

(Players under the age of 18 on 31st August in the current season)

1. A County Association may form a County Youth Football Association, or carry out the duties by a Committee of its own Association.
2. The constitution of the Youth Association, or Committee, must be submitted to The Football Association.

## MEMORANDUM: CHILDREN OF SCHOOL AGE AND SCHOOL GAMES

One of the important aspects of games in school is the opportunity they afford of developing a pupil's sense of loyalty and honour. It is therefore of concern when interest in games outside the school conflict with a pupil's loyalty to the school and/or school organisations' activities.

1. It is usually the pupil of outstanding Football ability whose services are sought by any Club, and the Player is most likely to be a member of the school or association team. While schools' matches are often arranged on Saturday mornings and Club matches take place in the afternoon, it is considered that a player should not play in two matches on the same day, for the one match is likely to affect play in the other.
2. An outside Club or organisation should consult the head-teacher before selecting any child of school age to play for a team, and should accept the head-teacher's decision on these matters. Head-teachers of schools should not restrain pupils, who are not selected for school games of any kind, from playing for an outside organisation during their free time.

**MEMORANDUM ON AREAS AND OVERLAPPING OF ASSOCIATIONS**

(25th August, 1950 and 12th January, 1951)

1. A County Association is not permitted to alter or extend its area without the consent of The Football Association. Consent shall be given only after a Commission of Inquiry is held at which all parties concerned shall have an opportunity of attending.
2. District, Junior and Youth Associations must be Members of a County Association.
3. The playing ground shall constitute the Headquarters of Clubs with the following exceptions:-
  - (a) Clubs concerned with Public Offices, Banks, Railways, Business Houses and similar institutions;
  - (b) Clubs which have not a recognised playing ground;
  - (c) Clubs which cannot obtain a suitable and convenient ground within the area of their County Associations. The Headquarters of the excepted Clubs shall be within the area of the County Association to which they claim to belong.
4. The Membership of Clubs with Associations which overlap shall be restricted to the areas determined by the Overlapping Reports of 1908 and 1927 as follows:-

**Amateur Football Alliance** See Note 1.

**Army FA** See Note 1.

**Birmingham County FA Area:** The County of Warwick and 30 miles from Stevenson Place, Birmingham (except that part of the County of Worcestershire which is in the area of the Worcestershire Football Association).

**Cambridge University FC** See Note 1.

**Cheshire County FA Area:** County of Chester. Overlapped by Liverpool County Football Association.

**Derbyshire FA Area:** County of Derby. Overlapped by Sheffield & Hallamshire Football Association.

**Essex County FA Area:** County of Essex. Overlapped by London Football Association.

**Gloucestershire FA and Somerset County FA**

- (a) The boundary of the Gloucestershire Football Association stipulated by the 1908 Overlapping Commission shall remain.
- (b) Clubs whose headquarters are in, and Referees who reside in, that area of the City and County of Bristol which had extended into the County of Somerset since the 1908 Commission's decision, or in any contemplated extension by that administrative body, should affiliate to or register with the Somerset County FA as their parent Association and, if they wish, also apply to affiliate to or register with the Gloucestershire FA.

**Hertfordshire FA Area:** County of Hertford, Overlapped by London Football Association.

**Kent County FA Area:** County of Kent. Overlapped by London Football Association.

**Lancashire FA Area:** County of Lancaster. Overlapped by Liverpool County Football Association and Manchester County Football Association. See also Note 3.

**Liverpool County FA Area:** 18 miles in Lancashire and eight miles in Cheshire from Liverpool Town Hall.

**London FA Area:** 12 miles from Charing Cross.

**Manchester County FA Area:** 12 miles from Manchester Town Hall and to be confined to Lancashire.

**Middlesex County FA Area:** County of Middlesex Overlapped by London Football Association.

**Nottinghamshire FA Area:** County of Nottingham. Over-lapped by Sheffield & Hallamshire Football Association.

**Oxford University AFA** See Note 1.

**Royal Air Force FA** See Note 1.

**Royal Navy FA** See Note 1.

**Sheffield & Hallamshire FA Area:** 20 miles from Sheffield Parish Church (since 1909 – Sheffield Cathedral).

**Staffordshire FA Area:** County of Stafford. Overlapped by Birmingham County Football Association. See also Note 2.

**Surrey County FA Area:** County of Surrey. Overlapped by London Football Association.

**West Riding County FA Area:** The West Riding of Yorkshire except that part which is in the area of Sheffield & Hallamshire Football Association namely 20 miles from Sheffield Parish Church (Cathedral).

**Worcestershire FA Area:** That part of the County of Worcester south of a straight line from Hagley Railway Station to Barnt Green Railway Station and continued from Barnt Green Railway Station in a straight line to Headless Cross.

5. Where Clubs have a Membership with more than one Association, the Associations concerned shall appoint a Joint Committee to deal with all matters in dispute except those concerning Cup Competitions.
6. A County Association may accept entries for its Competitions from Clubs having Membership with another County Association provided the assent of that Association has been obtained and it shall have control of all matters in connection with the Competitions.
7. A County Association which is overlapped by one or more Associations shall notify all its Clubs, Competitions and Referees within its area of their right to affiliate or register with the Association concerned.

Note 1. The areas of the Services Associations are not defined: those of the Universities refer to persons in residence. The Amateur Football Alliance operates in England. Clubs may be added each year from other Associations, but they shall remain in Membership with their County Associations. The Rules of the Alliance shall be in conformity with the Rules and Practice of The Football Association.

Note 2. Walsall & District Football Association became part of Staffordshire Football Association in 1925.

Note 3. In agreement with the Cumberland Football Association and the Lancashire Football Association eight clubs in the South Cumberland area of Millom have been placed in Membership with the Lancashire Football Association, for all purposes from the end of season 1969-70.

Note 4. In connection with Clause 4 of this Memorandum it has been agreed that, when a Club has to obtain a ground in a neighbouring County, it will remain affiliated with its original County Association.

NOTES



**REGULATIONS FOR THE OPERATION OF THE NATIONAL LEAGUE SYSTEM****1. DEFINITIONS**

In the interpretation of these Regulations: any words and expressions, unless otherwise defined herein, shall be words and expressions as defined as follows:-

**“AC”** means the Alliance Committee appointed by FA Council.

**“Association”** means The Football Association Limited.

**“Club”** means a football club for the time being in a League in membership of the NLS.

**“League”** means any competition sanctioned by the Association and/or an Affiliated Association in membership of the NLS.

**“LC”** means the Leagues Committee appointed by FA Council.

**“NLS”** means the system of competitions controlled by the Association where promotion and relegation links exist between participating Leagues.

**“Playing Season”** means the period between the date on which the first league fixture in the League is played each year until the date on which the last league fixture in the League is played. For Clubs participating in play off matches this does include the period when play off matches are played.

**“Play Off Position”** means the position of a Club at the end of each Playing Season which is provided for in Standardised Rule 13 as qualifying the Club to take part in a play off match to qualify for promotion to the next Step for the next Playing Season.

**“Regulations”** means these regulations.

**“Rules”** means the FA Standardised Rules or FA Standard Code of Rules under which a League is administered.

**“Step”** means the level at which a Club participates in the National League System.

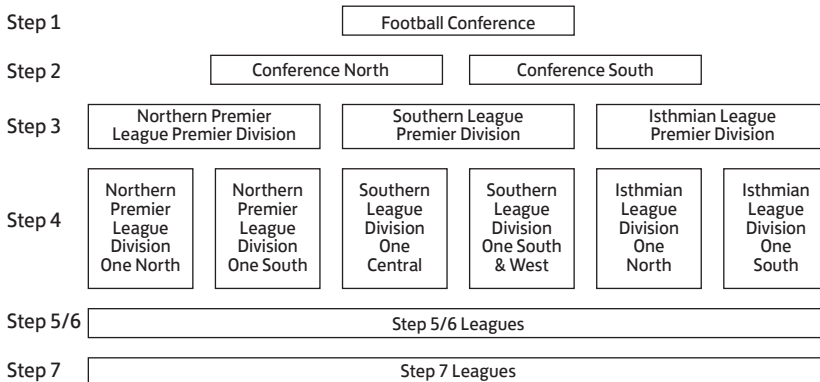
**2.** The National League System (“NLS”) shall be operated in accordance with the Regulations. The aims and objectives of the NLS are to provide:

- (a) Clubs with a level of competitive football appropriate to their playing ability, stadium/ground facilities and geographical location.
- (b) A framework for discussion on matters of policy and common interest to Leagues and Clubs.
- (c) The seasonal movement of Clubs.

All Leagues shall be bound by the Regulations.

### 3. Position of a League in the National League System

3.1 The current structure of the NLS is set out below:



The Leagues currently at Step 5, 6 and 7 are set out at the end of the Regulations.

- 3.2 Any league wishing to become part of the NLS must apply to The Association by 31 December in the relevant year in such form and/or providing such information as shall be required by the LC from time to time. The decision as to whether or not a league should be admitted to the NLS shall be made by the LC which will then decide on the Step at which the League will play.
- 3.3 Any League wishing to propose an adjustment to its position within the NLS must apply in writing to the LC by 31st December in any year for such proposal to be determined by the LC in order, if approved, to have effect in the following Playing Season.

### 4. Rules and Regulations for Promotion and Relegation

The LC shall provide for the seasonal promotion, relegation or lateral movement of Clubs between Steps. A League that signifies its acceptance to be bound by the Regulations must be in a position to promote and relegate Clubs at the conclusion of each Playing Season.

### 5. Detailed Promotion and Relegation Issues

- 5.1 The criteria for entry to the NLS and the criteria for ground/stadium facilities and the criteria for participation in play off matches shall be determined by the LC. All criteria so determined shall be published by The Association from time to time.
- 5.2 It may be necessary from time to time to move Clubs laterally between Leagues at the same Step to accommodate the movement of Clubs by normal promotion and relegation.
- 5.3 At the conclusion of each Playing Season, the following procedures will apply:

#### Step 1 and Step 2

The Clubs finishing in the bottom four places at Step 1 at the end of the Playing Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 2 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the divisions at Step 2 together with a further two Clubs which win a series of play off matches involving those Clubs finishing in a Play Off Position in each of the divisions at Step 2. Where a Club finishes in a Play Off Position but does not meet the criteria for participation in play off matches the Club finishing in the next eligible position shall take part in the play off matches. The play off matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs

play each other. The winners of each match will play each other and the winner of that match will be promoted. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other play off match and the winner of that match will be promoted. Clubs finishing below position 7 will not be considered for play off matches.

#### Step 2 and Step 3

The Clubs in the bottom three places in each of the two divisions at Step 2 at the end of the Playing Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 3 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the divisions at Step 3 together with a further three Clubs determined by a series of play off matches involving those Clubs finishing in a Play Off Position in each of the divisions at Step 3. Where a Club finishes in a Play Off Position but does not meet the criteria for participation in play off matches the Club finishing in the next eligible position shall take part in the play off matches. The play off matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The winners of each match will play each other and the winner of that match will be promoted. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other play off match and the winner of that match will be promoted. Clubs finishing below position 7 will not be considered for play off matches.

The promoted Clubs will also be placed in a feeder pool and placed in the most geographically appropriate division at Step 2.

#### Step 3 and Step 4

The Clubs in the bottom four places in each of the three divisions at Step 3 at the end of the Playing Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 4 for the following Playing Season. They will be replaced by the Club finishing in 1st position in each of the divisions at Step 4 together with a further six Clubs to be determined by a series of play off matches involving those Clubs finishing in a Play Off Position in each of the divisions at Step 4. Where a Club finishes in a Play Off Position but does not meet the criteria for participation in play off matches the Club finishing in the next eligible position shall take part in the play off matches. The play off matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The winners of each match will play each other and the winner of that match will be promoted. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other play off match and the winner of that match will be promoted. Clubs finishing below position 7 will not be considered for play off matches.

The promoted Clubs will also be placed in a feeder pool and placed in the most geographically appropriate division at Step 3.

#### Step 4 and Step 5

At the end of the Playing Season the Clubs in the bottom two places in each of the six divisions at Step 4 administered by the Northern Premier and Southern Leagues, together with the Clubs in the bottom three places in each of the divisions administered by the Isthmian League will be relegated to a feeder pool and placed in the most geographically appropriate League at Step 5. Irrespective of any provision contained within the Rules the Clubs finishing in bottom position in each of the six Step 4 divisions will be relegated and will not be reprieved. These clubs will be replaced by the fourteen most suitable Clubs from the Leagues at Step 5 as determined by the LC. The suitability shall be determined as the Club finishing in 1st position subject to meeting the entry criteria and wishing to be considered for promotion. In the event of the 1st placed Club not being eligible, the Clubs finishing in 2nd or 3rd position shall be nominated subject to the same criteria. In usual circumstances,

no more than two Clubs will be promoted from any one League. The Clubs to be promoted from Step 5 will be placed in a feeder pool and allocated to the most geographically appropriate division at Step 4.

If vacancies remain, priority will be given to those Clubs other than bottom placed clubs relegated from Step 4 who will be ranked according to the average number of points gained per games played and the Club with the highest average shall be reprieved first.

Any Club seeking promotion from Step 5 to Step 4 must make application to the Association on the prescribed form and provide the required supporting documentation, copied to their existing League, by 30th November in the relevant year. The application must be accompanied by the agreed grading fee, as determined by the LC, which is non refundable. Applicant clubs must achieve an E Grade by 31st March in the Playing Season when promotion is sought. The Association will arrange an inspection as soon as practical thereafter.

#### Step 5 to Step 6 and Step 6 to Step 7

The promotion and relegation of Clubs between Steps 5, 6 and 7 shall be dealt with as follows.

Movement of Clubs between Steps 5, 6 and 7, where a League operates at each Step, shall be included in their constitutional rules and regulations. Irrespective of any provision contained within the Rules, the Clubs finishing in bottom position in each of the fourteen Step 5 divisions will be relegated to Step 6 and will not be reprieved, as determined by the LC.

Clubs seeking promotion to Step 5 from a League at Step 6 which is not linked to Step 5, must make application using the prescribed form direct to the Association, copied to their existing League, by 31st December in the relevant year. Each application must be accompanied by the agreed grading fee, as determined by the LC, which is non refundable.

Clubs seeking promotion to Step 6 from a League at Step 7 which is not linked to Step 6, must make application using the prescribed form direct to the Association, copied to their existing League, by 31st December in the relevant year. In order to be considered for promotion Clubs must finish in 1st position in their Step 7 league. If the Club finishing in 1st position does not wish to be promoted or fails to meet the entry criteria then the club finishing in 2nd position will be eligible for promotion. If the club in 2nd position does not seek promotion or fails to meet the entry criteria then clubs down to 5th position may be considered for promotion provided that they meet the appropriate entry criteria. Clubs finishing below 5th position will not be considered for promotion and only one club will be considered from each league. Each application must be accompanied by the agreed grading fee, as determined by the LC, which is non refundable.

5.4 Where a vacancy occurs within the NLS the following procedures will apply:-

- (i) Where a vacancy occurs in a particular division prior to the end of a Playing Season, the Club creating the vacancy is taken to be the Club in the bottom position in that division.
- (ii) Where a vacancy occurs at Steps 2 to 4 following the completion of a Playing Season the best ranked Club in a relegation position across the particular Step is reprieved. The ranking to be determined by the average points gained per game played and comparable league position. The Club with the highest ratio shall be reprieved first.
- (iii) Where a vacancy occurs after the date of a League AGM then a League is not able to replace the Club(s) concerned for the following Playing Season.

5.5 Only internal changes to the constitution of a League are allowed following the holding of a League's Annual General Meeting.

5.6 Clubs are not allowed to enter into a ground share agreement in order to gain promotion or to be saved from relegation.

5.7 Ground grading requirements will be in accordance with the Rules.

In order to be considered for promotion, the following requirements will apply.

Step 7 - Clubs competing at Step 7 must comply fully with the minimum requirements in force. To be considered for promotion to Step 6 clubs must meet the requirements of Grade H and attain Grade G by 31st March in the year following promotion. Clubs can be promoted from Step 7 to 6 without floodlights provided that all other requirements of Grade H are met by 31st March in the Playing Season in which the Club wishes to gain promotion and that the Club has the following in place:-

- Planning permission
- Funding applications submitted if required
- Quotations/estimates for the work to be carried out
- A development/business plan
- That by 30th September following promotion the floodlights are installed and in working order.

Failure to install floodlights in working order by 30th September following promotion will result in a penalty being imposed at the discretion of the League of which the Club is a member. If by 31st March in the year following promotion the floodlights are still not installed then the Club would become a relegated Club and be dealt with accordingly.

Step 6 - Clubs competing at Step 6 must comply fully with the requirements of Grade G. To be considered for promotion to Step 5 clubs must meet the requirements of Grade G and attain Grade F by 31st March in the year following promotion.

Step 5 - Clubs competing at Step 5 must comply fully with the requirements of Grade F. To be considered for promotion to Step 4, clubs must meet the requirements of Grade E by 31st March in the year in which they seek promotion, and attain Grade D by 31st March in the year following promotion.

Step 4 - Clubs competing at Step 4 must comply fully with the requirements of Grade D. To be considered for promotion to Step 3 or to be included in the play-off matches, clubs must meet the requirements of Grade D and attain Grade C by 31st March in the year following promotion.

Step 3 - Clubs competing at Step 3 must comply fully with the requirements of Grade C. To be considered for promotion to Step 2 clubs must meet the requirements of Grade C and attain Grade B by 31st March in the year following promotion.

Step 2 - Clubs competing at Step 2 must comply fully with the requirements of Grade B. To be considered for promotion to Step 1 or to be included in the play-off matches, clubs must meet the requirements of Grade B together with any additional requirements by 31st March in the year in which they seek promotion. Clubs must also attain Grade A by 31st March in the year following promotion.

Step 1 - Clubs must comply fully with the requirements of Grade A.

5.8 If a Club is relegated for not achieving the required Grade for the Step at which it is playing it will not be eligible for promotion again until it has attained the required Grade for the Step to which it wishes to be promoted.

**6. The Movement of Clubs within the National League System other than by Promotion or Relegation**

6.1 Movement of a Club from participation in one League to another is not permitted other than by promotion and relegation save with the approval of the LC.

6.2 Any Club proposing to move from one League to another must make application in writing to The Association on or before 31st March in each year to be effective for the following Playing Season. In the event of such application being successful the League from which the Club is moving shall not levy a financial penalty on that Club.

6.3 If a Club (whether a Members' Club or a Company) is wound up, liquidated, ceases to trade or is removed from its League or withdraws from football competition ('the Former Club'), and then wishes to establish a new Club ('the New Club') and be placed within the NLS other than as set out in Regulation 5.3, then unless otherwise determined by the LC, it will be allowed to make an application only to join a League/division at step 5 of the NLS unless the Former Club was in either Step 4 or Step 5 when the event which caused it to cease its membership occurred in which case it must re-join the NLS at a minimum of two Steps below the level at which it was at the time the event occurred, or withdrew from football competition, whichever is lower. Where the Former Club is a member of The FA Premier League or Football League in the current Playing Season then the LC shall at its absolute discretion determine in which league within the NLS the New Club shall be placed for the following Playing Season and will set out at its complete discretion the requirements to be met by the New Club.

In order for consideration to be given to the placement in the NLS by the New Club in the following Playing Season, an initial application must be received by the LC by 1st March or within twenty-one days of the Former Club being wound up, liquidated, ceasing to trade, resigning or being removed from its League or withdrawing from football competition, if such date is later than 1st March.

The full application accompanied by all necessary documents including evidence of security of tenure having been granted to the New Club must be received by 31st March. The application shall be copied to the League of which membership is being requested. The application will be determined by the LC.

In considering any application, the LC will set out at its discretion the requirements to be met by the New Club.

In the event of more than one application being received within twenty-one days of the Former Club being wound up, liquidated, ceasing to trade, resigning or being removed from its League or withdrawing from football competition, the LC will consider at its discretion which application will be considered in accordance with this Regulation.

6.4 If a Club (whether a Members' Club or a Company) ceases to be a member of its league and that Club (that is not a New Club as defined at 6.3 above) wishes to be placed within the NLS for the immediately following Playing Season, then unless otherwise determined by the LC, it may be allowed to make an application to join a League/division below the most recent League/division of which the Club was a member.

In order for consideration to be given to the placement in the NLS by the Club in the immediately following Playing Season, an initial application must be received by the LC in accordance with the procedures set out at 6.3 above. The application shall be copied to the League of which membership is being requested. The application will be determined by the LC at its absolute discretion.

In considering any application, the LC will set out at its discretion the requirements to be met by the Club in determining whether to approve the application.

6.5 If two or more Clubs ("the Merging Clubs") are proposing a transaction or series of transactions that result in the merging or consolidation ("the Proposed Merger") of those Clubs into one Club ("the Merged Club") then a formal application to do so must be received by the LC and the league(s) of which the Merging Clubs are members by 31st December.

A Deed of Agreement, which shall be legally binding on all parties must be submitted to The Association by 31st March in the year immediately following receipt of the application. The

LC shall determine at its absolute discretion where the Merged Club is to be included in the NLS for the following season subject to the provisions of item (v) below.

In arriving at its decision the LC may apply the following minimum criteria:

- (i) The requirements of Standardised Rule 2.9 for the current season must be met by each of the Merging Clubs. If one or more of the Merging Clubs is subject to an insolvency event then Standardised Rule 2.9.2 shall be applied to such club(s), otherwise Standardised Rule 2.9.1 shall be applied;
- (ii) the proposed playing name of the Merged Club must be acceptable to the LC; and
- (iii) the Merged Club must have security of tenure to a ground that meets the relevant ground grading requirements;
- (iv) Any other criteria that the LC may from time to time deem to be appropriate;
- (v) The Merged Club will ordinarily be placed at the lower of the Steps at which the Merging Clubs ended the Playing Season in which the application is made. For the purposes of this Regulation, if one of the Merging Clubs has finished that Playing Season in a relegation place, then they will be deemed to have ended the Playing Season at the Step to which they would have been relegated without the Proposed Merger proceeding.

Any decision regarding whether a proposed transaction or series of transactions falls to be considered under this Regulation shall be determined by the LC at its absolute discretion

## **7. Election of a Club into a League**

7.1 Usually a club can only enter the NLS at Step 7. However, in exceptional circumstances a League may seek approval from the LC to receive a club not currently in membership of a League within the NLS provided that there is: (a) a vacancy within its constitution (b) the club meets the entry criteria and (c) promotion and relegation issues have been satisfied. Such request must be received by no later than 1st March.

7.2 Reserve teams, including a team from a club or Club which is not considered by the LC to be sufficiently separate from another club or Club, will not be permitted to compete above Step 6 in the NLS. There must be a minimum of two Steps between a first and reserve team. This does not apply at Steps 6 & 7. Reserve teams currently at Step 5 can remain unless relegated, once relegated they will not be permitted to be promoted back to Step 5.

7.3 Teams from Higher Education or Further Education establishments are not permitted to compete above Step 5. This does not prevent any such establishment forming a Club which complies with all entry criteria and which is separate from the establishment itself.

## **8. Procedures for the Determination of any Matter, Dispute or Difference by the Leagues Committee**

8.1 The LC may adopt such procedures for the determination of any matter, dispute or difference as it considers appropriate and expedient, having regard to the aims and objectives set out at Regulation 1. The LC may require the attendance at a meeting or the written observations of any League or Club, as it considers appropriate to assist its determination.

8.2 (a) Any dispute or difference between a League and a Club relating to promotion and relegation issues and/or other eligibility criteria must be referred for determination to the LC; such determination shall be final and binding.

(b) Any other decision of the LC shall be subject to a right of appeal to an Appeal Board. The decision of that Appeal Board shall be final and binding on all parties.

All referrals of appeals shall be conducted in accordance with the Regulations for Football Association Appeals. Such must be accompanied by a deposit as follows:

Step 1 Clubs - £250

Step 2 Clubs - £200

Step 3 Clubs - £150

Step 4 Clubs - £100

All other applications - £50

- 8.3 The LC may, at its discretion, delegate the resolution of any matter, dispute or difference arising under these Regulations to any body it considers to be appropriate (including a sub-committee or commission which may include members of council not on the LC or a body constituted by a County Football Association).

9. **Arbitration**

The fact of participation in the NLS and signifying agreement to be bound by the Regulations shall constitute an agreement between each League and Club to refer to Arbitration any challenge in law arising out of, or in relation to, the Regulations in accordance with the provisions of the Rules of The Association.



## LEAGUES/DIVISIONS AT STEPS 5, 6 &amp; 7 OF THE NATIONAL LEAGUE SYSTEM (Season 2013/2014)

Step 5	Step 6	Step 7
Combined Counties League Premier Div	Combined Counties League Div 1	Anglian Combination Premier Div
Eastern Counties League Premier Div	East Midlands Counties League	Central Midlands League Div North
Essex Senior League	Eastern Counties League Div 1	Central Midlands League Div South
Hellenic League Premier Div	Hellenic League Div 1 East	Cheshire League Div 1
Midland Football Alliance	Hellenic League Div 1 West	Dorset Premier League
North West Counties League Premier Div	Kent Invicta League	Essex Olympian League Premier Div
Northern Counties East League Premier Div	Midland Combination Premier Div	Gloucestershire County League Premier Div
Northern League Div 1	North West Counties League Div 1	Herts Senior County League Premier Div
Southern Counties East League	Northern Counties East League Div 1	Humber Premier League Premier Div
Spartan South Midlands League Premier Div	Northern League Div 2	Leicestershire Senior League Premier Div
Sussex County League Div 1	South West Peninsula League Premier Div	Liverpool County Premier League Premier Div
United Counties League Premier Div	Spartan South Midlands League Div 1	Midland Combination Div 1
Wessex League Premier Div	Sussex County League Div 2	Northern Football Alliance Premier Div
Western League Premier Div	United Counties League Div 1	Peterborough & District League Premier Div
	Wessex League Div 1	Sheffield & Hallamshire County Senior League Premier Div
	West Midlands (Regional) League Premier Div	Somerset County League Premier Div
	Western League Div 1	South West Peninsula League Div 1 East
		South West Peninsula League Div 1 West
		Staffordshire County Senior League Premier Div
		Suffolk & Ipswich League Senior Div
		Wearside League
		West Cheshire League Div 1
		West Midlands (Regional) League Div 1
		West Yorkshire League Premier Div
		Wiltshire Football League Premier Div
		<b>Step 7A</b>
		Bedfordshire County League Premier Div
		Cambridgeshire County League Premier Div
		Essex & Suffolk Border League Premier Div
		Hampshire Premier League Senior Div
		Manchester Football League Premier Div
		Middlesex County League Premier Div
		Northamptonshire Combination Premier Div
		Nottinghamshire Senior League Senior Div
		Oxfordshire Senior League Premier Div
		Reading Football League Senior Div
		West Lancashire League Premier Div
		York Football League Premier Div
		<b>Step 7B</b>
		Kent County League Premier Div
		Spartan South Midlands League Div 2
		Surrey Elite Intermediate League Intermediate Div
		West Riding County Amateur League Premier Div

NOTES

## REGULATIONS FOR THE ESTABLISHMENT AND OPERATION OF THE WINTER WOMEN'S FOOTBALL PYRAMID, THE FA WSL AND GIRLS' FOOTBALL

### 1. INTRODUCTION

The Women's Football Pyramid shall comprise a system by which promotion and relegation links shall exist between participating leagues (the "Leagues") and shall be operated in accordance with these regulations.

The aims and objectives of the Women's Football Pyramid are:

- (a) To provide clubs with a level of competitive football appropriate to their playing ability, stadium/ground facilities and economic means.
- (b) To provide a framework for discussion on matters of policy and common interest to leagues and clubs.
- (c) To allow the seasonal movement of clubs.

All leagues, and clubs participating from time to time in such leagues (the "Clubs"), shall be bound by these regulations until such time they resign in writing from the Women's Football Pyramid. All leagues will be required to sign a copy of these regulations as and when required by the FA Women's Football Committee ("FAWFC").

### 2. POSITION OF A LEAGUE IN THE WOMEN'S FOOTBALL PYRAMID

- 2.1 The structure of the Women's Winter and Summer Football Pyramids are set out at Appendix A.

Reserve Sections/Divisions sit outside of the Winter and Summer Pyramids.

- 2.2 Any league wishing to become part of the Women's Football Pyramid at Step W5 must advise The Football Association in such form and/or providing such information as shall be required by the FAWFC from time to time. The decision as to whether or not a league should be admitted to, and their position in the Women's Football Pyramid shall be made by the FAWFC and shall be final and binding.
- 2.3 Any league whose membership of the Women's Football Pyramid is suspended or withdrawn by the FAWFC, or due to resignation by the league, will not be eligible to participate in any business of the Women's Football Pyramid, including the promotion and relegation process, during the period of suspension or after the date of such withdrawal or resignation of membership.

### 3. RULES AND REGULATIONS FOR PROMOTION AND RELEGATION

- 3.1 The Women's Football Pyramid shall provide for the seasonal promotion and relegation of clubs between Steps within the system. A league that signifies its acceptance to be bound by these regulations must be in a position to promote and relegate clubs at the conclusion of each season. In extenuating circumstances, where a league is not in a position to relegate due to that league not being up to strength, they must obtain the permission of the FAWFC, whose decision shall be final and binding.
- 3.2 A club shall be promoted or relegated to the correct designated league in the Women's Football Pyramid according to their County FA affiliation, unless complying with the provisions of Regulation 4.2.

### 4. DETAILED PROMOTION AND RELEGATION ISSUES

- 4.1 Eligibility criteria, including ground grading, shall be agreed between the WFC and the various leagues. Details of the requirements at each Step are contained in the Women's Football Pyramid Ground Grading Document as published by The Football Association.
- 4.2 It may be necessary from time to time to move clubs between leagues at the same Step to accommodate the movement of clubs by normal promotion and relegation. Where this is necessary, no club will be asked to move more than once in any three seasons, unless it would be advantageous to do so earlier than three seasons, as determined by the FAWFC whose decision shall be final and binding.

4.3 At the conclusion of each season, the following procedures will apply:

*Step W1 and Step W2*

The Clubs in the bottom two places in each of the two divisions at Step W1 (FAWPL Northern and Southern Divisions) will be relegated to Step W2 (Women's Combination Leagues). They will be replaced by the Clubs finishing in 1st position in each of the Leagues at Step W2 subject to the ground grading criteria for Step W1.

*Step W2 and Step W3*

The Clubs in the bottom two places in each of the four divisions at Step W2 will be relegated to Step W3 (Regional League Premier Divisions). They will be replaced by the Clubs finishing in 1st position in each of the Leagues at Step W3. Should a Club finishing in 1st position not wish to be considered for promotion, then the Club finishing in 2nd or 3rd place may take its place. Clubs finishing lower than 3rd place will not be considered for promotion.

*Step W3 and Step W4*

The Clubs in the bottom two places in each of the eight Leagues at Step W3 will be replaced by the Clubs finishing in 1st place in each of the divisions at Step W4 (Regional Leagues 1st Divisions). Should the ground of a Club finishing in 1st position not be considered suitable by the respective management committee for Step W3, then a Club finishing in 2nd (or 3rd) may take its place, provided that its ground does meet the requirements of Step W3.

Other promotions and relegations can occur if agreed by the Clubs in Membership and with the approval of the FAWFC.

*Step W4 and Step W5*

The movement of Clubs between Steps W4 and W5 (County Leagues) will be via a promotion pool.

The Clubs at Step W5, who are in at least their second Season of Membership, can apply to the FAWFC to be considered for promotion to the relevant League at Step W4. Application must be made by 31 March and priority will be based on the finishing positions of the Clubs at Step W5.

The FAWFC, in consultation with the relevant Joint Liaison Committee, shall decide which Clubs shall be promoted, taking into account the number of vacancies after any relegation has occurred.

*Play-Off Matches*

Where the appropriate Joint Liaison Committee decides that a number of play-off matches are required for promotion and relegation, these play-off matches shall be organised at the end of the Season, provided that the Clubs were given notice prior to the start of that Season or, if such notice is not possible due to circumstances during the Season, in agreement with all Clubs involved with these play-off matches.

*Steps within the same League*

In exceptional circumstances, the promotion and relegation within the Steps in the same League may be decided by majority of those Clubs eligible to vote and in attendance at a Special General Meeting or Annual General Meeting, subject to approval of the FAWFC whose decision shall be final and binding.

*Reserve Teams*

Where a Reserve Section/Division exists in a Regional League, which is either operated solely by the Regional League or jointly with a Combination League, any Reserve Teams, or any additional teams of the clubs already members of the Women's Football Pyramid, in that Regional League's Step W4 shall move to the Reserve Section/Division when it is established. Any Reserve Team, or any additional teams of the clubs already playing in the Women's Football Pyramid, promoted from the County League shall take their place in such Reserve Section/ Division where one exists.

Where a Reserve Section/Division does not exist in a Regional League, Reserve Teams are not permitted to play above Step W4.

**5. THE MOVEMENT OF CLUBS WITHIN THE WOMEN'S FOOTBALL PYRAMID OTHER THAN BY PROMOTION.**

5.1 Movement of a club from participation in one league to another is not permitted other than by promotion and relegation save with the approval of the WFC, such approval being final and binding.

5.2 A Club shall be permitted to apply to the FAWFC to compete in a League sanctioned by any County FA, regardless of whether the Club is in Membership of it, where the Club can establish that the travelling required to compete in a League sanctioned by a County FA is less onerous than the travelling that would be required to compete in the appropriate League sanctioned by the County FA with which it has Membership (or its Parent Association, where applicable). The FAWFC shall decide, at its absolute discretion, whether this exception applies and its decision shall be final and not subject to appeal.

5.3 Any Club proposing to move from one league to another must make appropriate applications to resign from and be elected to the relevant leagues in accordance with the rules and regulations of those leagues. Any such notice must in any event, and regardless of any provisions to the contrary in a league's rules and regulations, be given to both leagues and the WFC by 1st April in the relevant year in order to be valid.

5.4 If a Club (whether a Members' Club or a Company) is liquidated or withdrawn or removed from a League/Division in the Women's Football Pyramid and then wishes to reform and/or re-enter the Women's Football Pyramid the following season, unless otherwise determined by the FAWFC, it will be allowed to make an application only to join a League/Division a minimum of two Steps below the League/Division in which it was a member when liquidated, withdrawn or removed (e.g. from Step S1 to Step W1 or below, from Step S2 to Step W2 or below, from Step W1 to Step W3 or below etc.). This relates only to Clubs that wish to reform and/or return for the following season and subject to the approval of the FAWFC whose decision shall be final and binding.

5.5 A Club may apply by 31st March to the League, in which it has its Membership, for voluntary relegation to a League/Division one Step below at the end of current Season after discharging its full obligations to the League. Any such successful application shall count as one of the relegation places from that League at the end of current Season and the League shall adjust its remaining relegation place(s) accordingly. Any disputes shall be referred to FAWFC whose decision shall be final and binding.

5.6 In the event that a league in the Women's Football Pyramid ceases to exist, the clubs previously belonging to that league would be placed at the next highest level of the Women's Football Pyramid for the following season, unless otherwise requested by a club or the FAWFC decides that there is a strong reason for that club being placed elsewhere in the Women's Football Pyramid. The decision of the FAWFC shall be final and binding.

**6. ELECTION OF A CLUB INTO A LEAGUE**

6.1 In normal circumstances a club can enter the Women's Football Pyramid only at Step W5 (County League level) and only to the County League of their Parent County Association.

6.2 Any Club shall be permitted to compete in a League sanctioned by any County FA, regardless of whether the Club is in Membership of it, where the Club can establish that the travelling required to compete in a League sanctioned by a County FA is less onerous than the travelling that would be required to compete in the appropriate League sanctioned by the County FA with which it has Membership (or its Parent Association, where applicable). The FAWFC shall decide, at its absolute discretion, whether this exception applies and its decision shall be final and not subject to appeal.

6.3 In exceptional circumstances a League may seek approval from the FAWFC to elect a Club not currently in membership of a League within the Women's Football Pyramid provided

that there is: (a) a vacancy within its constitution (b) the Club meets the entry criteria and (c) promotion and relegation issues have been satisfied. The determination by the FAWFC shall be final and binding.

#### **7. WOMEN'S FOOTBALL CONFERENCE**

The Women's Football Conference (the Conference) will comprise of representatives from leagues within the Women's Football Pyramid and the WFC with the objective to take steps to protect and further the interests of Girl's and Women's Association Football.

#### **8. JOINT LIAISON COMMITTEES**

Regional Joint Liaison Committees (JLC's) will be established to consider matters relating to the development of the Women's Football Pyramid in their regions. In particular JLC's will be responsible for the determining the promotion and relegation of clubs between Steps W4 & W5.

The Joint Liaison Committees will be established on a regional basis and will comprise of representatives of the Regional League and the appropriate County Leagues.

Both the Conference and the JLC's may refer a matter to the WFC for determination and the decision of the WFC shall be final and binding

#### **9. PLAYING ORDER OF PRECEDENCE IN THE WOMEN'S PYRAMID OF FOOTBALL**

Any Club with more than one team in any Competition in the Women's Pyramid of Football shall always fulfil its fixtures in this order to precedence, subject to the players being properly registered with the League(s): First Team, Reserve Team, A Team and other lower teams.

A League shall deal with any breach of this Regulation by the teams of a member Club playing within the same League. Any breach of this Regulation by teams of a Club playing in more than one League shall be reported to FAWFC who shall deal with it as appropriate.

#### **10. PROCEDURES FOR THE DETERMINATION OF ANY MATTER, DISPUTE OR DIFFERENCE BY THE WOMEN'S FOOTBALL COMMITTEE**

10.1 The WFC may adopt such procedures for the determination of any matter, dispute or difference as it considers appropriate and expedient, having regard to the aims and objectives set out at Regulation 1. The WFC may require the attendance at a meeting or the written observations of any league or club, as it considers appropriate to assist its determination.

10.2 The WFC may, at its discretion, delegate the resolution of any matter, dispute or difference arising under these Regulations to any body it considers to be appropriate (including a sub-committee or commission which may include members of council not on the WFC or a body constituted by a County Football Association).

10.3 Where there is a conflict between the Rules contained in these Regulations and the Rules of the Leagues, these Regulations will take precedence.

#### **11. APPEAL PROCEDURE**

Any dispute or difference between a league and a club relating to promotion and relegation issues and/or other eligibility criteria should be referred for determination to the WFC, such determination shall be final and binding. Any referral must be carried out in accordance with The Football Association's appeal procedure and be submitted at the offices of The Football Association, Wembley Stadium, PO Box 1966, London SW1P 9EQ within 14 days of the posting of the relevant decision and must be accompanied by a fee of £100.

#### **12. THE FA WOMEN'S SUPER LEAGUE**

The FA Women's Super League shall form the Summer Pyramid of Women's Football.

In accordance with Rule B8(c)(v) of the Rules of The Association, the playing Season for The FA Women's Super League Divisions One and Two shall run between March and October each year.

The "Close Season" for The FA Women's Super League Divisions One and Two only shall be defined as the period between 1 December and 31 December inclusive each calendar year, save where The Association makes an order to the contrary, during which no club in The FA Women's Super League shall play any matches.

This shall not affect the Close Season for any league in the Women's Football Pyramid, which shall be in accordance with Rule B8 of the Rules of The Association.

### **13. GIRLS' TEAMS PLAYING IN LEAGUES**

13.1 From and including season 2009/10, any Clubs wishing to enter a new girls' team into a league competition shall only do so if the league competition is sanctioned by the County FA with which the Club has Membership. If the Club is in membership of more than one County FA, the league competition must be sanctioned by the Club's Parent Association.

This Regulation applies to all new teams, irrespective of whether a Club has another team already competing in a league sanctioned by The Football Association or any County FA.

13.2 The following exceptions to the above regulation shall apply, and a new team shall be permitted to compete in a league sanctioned by The Football Association or any County FA, regardless of whether the Club is in Membership of it, where the Club can establish -

(i) The travelling required to compete in a league sanctioned by The Football Association or another County FA is less onerous than the travelling that would be required to compete in the appropriate league sanctioned by the County FA with which it has Membership (or its Parent Association, where applicable); or

(ii) There is no appropriate age group division in the league sanctioned by the County FA with which it has Membership (or its Parent Association, where applicable) for the new team to compete in; or

(iii) The league sanctioned by the County FA with which it has Membership (or its Parent Association, where applicable) does not offer the format of football that the Club wishes the new team to compete in e.g. 11 v 11, 7 v 7.

The County FA with which the Club has its Membership, or the Club's Parent Association where applicable, shall decide, at its absolute discretion, whether any one of the above exceptions applies and so whether the team may compete in a league sanctioned by The Football Association or another County FA, and its decision shall be final and not subject to appeal.

13.3 Teams may continue to participate in any league that they have participated in prior to season 2009/10, irrespective of whether that league is sanctioned by The Football Association or a County FA other than the one with which that team's Club has its Membership, or its Parent Association, where applicable.

### **14. ARBITRATION**

The fact of participation in the Women's Football Pyramid and signifying agreement to be bound by these Regulations shall constitute an agreement between each league and club to refer to Arbitration any challenge in law arising out of, or in relation to, these Regulations in accordance with the provisions of the Rules of The Football Association.

#### **NOTE**

Combination and Regional Leagues may run reserve divisions which, if necessary, can be combined.

## APPENDIX A - Proposed

## SUMMER WOMEN'S FOOTBALL PYRAMID FROM 2014

Step S1 FA WSL ONE

Step S2 FA WSL TWO

## WINTER WOMEN'S FOOTBALL PYRAMID - SEASON 2013/2014

Step W1 FA Women's Premier League Northern Division FA Women's Premier League Southern Division

Step W2 Northern Combination Midland Combination South East Combination South West Combination

Step W3 NE Regional Premier Division NW Regional Premier Division WM Regional Premier Division EM Regional Premier Division London &amp; SE Regional Premier Division Eastern Regional Premier Division Southern Regional Premier Division SW Regional Premier Division

Step W4 Regional League Division Ones

Step W5 County Leagues

## WINTER WOMEN'S FOOTBALL PYRAMID - SEASON 2014/2015 ONWARDS

Step W1 Championship Northern Premier Championship Southern Premier

Step W2 Championship Division One Championship Division One Championship Division One Championship Division One

Step W3 NE Regional Premier Division NW Regional Premier Division WM Regional Premier Division EM Regional Premier Division London &amp; SE Regional Premier Division Eastern Regional Premier Division Southern Regional Premier Division SW Regional Premier Division

Step W4 Regional League Division Ones

Step W5 County Leagues



## The FA WSL Competition Rules Season 2013

FA Rule C4 (b) applies to all players within The Football Association Programme for Excellence.

### NOMENCLATURE AND CONSTITUTION

1. (A) This Competition shall be designated The FA WSL (the "League"), and shall consist of not more than 8 Clubs in one division (each a "Club") unless otherwise decided by The Football Association.

Unless otherwise decided by The Football Association, there shall be no promotion to or relegation from the Competition.

All Clubs must be affiliated to an English County Football Association and their names and particulars shall be returned annually by the appointed date on the Form "D" to The Football Association. The area covered by the Competition Membership shall be nationally. Notwithstanding Rule I2(a) of The FA Rules, no Club shall be an unincorporated association or sole trader. Clubs must be incorporated in England.

- (B) The membership of the League, composition of the League, number of clubs and number of Divisions shall be decided annually by the Board Sub-Group (as defined below) at its discretion. The Management Committee (as defined below) shall decide how the fixtures are arranged.

Member Clubs shall not enter any of their teams playing in the Competition in any other Competitions (with the exception of any UEFA European competition which The Football Association approves the Club's entry into, the Women's FA Challenge Cup competition, any FA WSL Cup competition introduced by The Football Association and such other fixture as The Football Association may prospectively determine from time to time) except with the written consent of the Management Committee.

- (C) Clubs may enter a Reserve Team in the Reserve Section of the FA Women's Premier League.
- (D) In each Season any new member Clubs joining the Competition will be required to meet certain minimum criteria and to meet with representatives of the Management Committee prior to the commencement of the Season in order to understand their obligations to the League.

### CLUB LICENCE AND ENTRY TO THE LEAGUE

2. (A) All Clubs must have a "Club Licence" to be entitled to participate in the Competition. Such Club Licence must be fully executed by the Club and The Football Association by no later than 1 January prior to the start of the relevant Season of the Competition.
- (B) The Football Association shall grant Club Licences in its sole discretion. All Clubs must ensure that they comply in full at all times with the obligations and provisions of their Club Licence. Any breach by a Club of a provision of its Club Licence shall be dealt with in accordance with the terms of the Club Licence and shall also be considered to be a breach of these Competition Rules to be dealt with at the discretion of the Management Committee.
- (C) Clubs must advise annually to the League Secretary in writing by 1 July of its County Football Association affiliation number for the forthcoming Season, failing which they shall be fined **£50**. Clubs must advise the League Secretary in writing, or on the prescribed form, of details of its Headquarters, Officers and any other information required by the Competition.
- (D) All Clubs seeking to obtain or retain a Club Licence must have grounds or headquarters situated in England which comply with (i) the requirements of the latest edition of the "Ground Grading Minimum Requirements – National Women's Grade A" document (which shall be equivalent to the minimum requirements of the latest edition of "National Ground Grading Category D") and (ii) the provisions of the Club Licence concerning facilities and grounds.

- (E) All participants shall abide by The Football Association Regulations for Safeguarding Children and The Football Association's Safeguarding Vulnerable Adults Policy as determined by The Football Association from time to time.
- (F) No Club shall remove to another Ground without first obtaining written consent of the Board Sub Group; such consent not to be withheld unreasonably. In consideration whether to give such consent the Board Sub Group shall have regard to all the circumstances of the case and shall not grant consent unless it is reasonably satisfied that such consent:-
- would be consistent with the objectives of the Competition;
  - would be appropriate having in mind the relationship (if any) between the locality with which by its name or otherwise the applicant Club is traditionally associated and that in which such Club proposes to establish its Ground;
  - would not adversely affect such Club's Officials, Players, supporters, shareholders, sponsors and others having an interest in its activities;
  - would not have an adverse effect on visiting Clubs;
  - would not adversely affect Clubs having their registered Grounds in the immediate vicinity of the proposed location, and
  - would enhance the reputation of the Competition and promote the game of association football generally.

The Club must disclose, as soon as practicable, plans and details of any proposed move to a new stadium. The location of the proposed new stadium must meet with the approval of the Board Sub Group.

#### OFFICERS

3. (A) The Officers of the Competition shall be the Chairman and Vice-Chairman, who shall be appointed by The Football Association.
- (B) All directors of any Club or other officers with a material level of control or influence over the affairs of the Club must submit a Fit and Proper Declaration to The Football Association within 21 days of becoming an Officer, and for these purposes the provisions of The Football Association's Fit and Proper Persons Regulations will apply to the Competition and all Clubs and Officers as though the Competition was specifically listed in those Regulations.

#### MANAGEMENT, NOMINATION, ELECTION

4. (A) The Competition shall be governed in accordance with the Rules, Regulations and Practices of The Football Association and The Football Association shall conduct the business of the Competition. The Football Association shall have power to deal with all matters of management of the Competition covered by these Competition Rules. Pursuant to such power, The Football Association has decided that other than as set out in these Competition Rules the business of the Competition shall be conducted as follows:
- (i) by a Board Sub-Group Committee comprised of the Officers of the Competition and the members from time to time of The FA Women's FA WSL Board Sub-Group. The Board Sub-Group Committee shall be responsible for those matters set out in Appendix E of these Competition Rules (the "Reserved Matters"); and
  - (ii) by a Management Committee comprised of the League Secretary and such other members as appointed from time to time by the Board Sub-Group Committee, along with two Club Representatives elected annually at the AGM. The Management Committee shall be responsible for all matters concerning the Competition save for the Reserved Matters; and
  - (iii) by a Club Committee comprised of one representative from each of the Clubs in the League, who will be elected by each Club and notified to the Management

Committee by no later than 30 days prior to the start of each Season. The Club Committee shall be responsible for those matters delegated to it by the Management Committee from time to time and the Management Committee shall consult with the Club Committee on matters concerning the Competition as the Management Committee considers reasonably appropriate.

The Board Sub-Group Committee, Management Committee and Club Committee shall together be the "Committees" of the Competition (and each shall be a "Committee").

- (B) The Board Sub-Group Committee shall meet quarterly unless otherwise decided by the Board Sub-Group Committee. The Management Committee and the Club Committee shall both meet as often as is necessary to deal with business of the Competition as it arises, but in any event the Management Committee shall meet no less frequently than quarterly.
- (C) Except where otherwise set out in these Competition Rules, all communications shall be addressed to the League Secretary who shall conduct the correspondence of the Competition and keep a record of its proceedings.
- (D) All communications received from Clubs must be conducted through their nominated Club Secretary (or, in the case of absence of the Club Secretary, a nominated Officer of the Club as notified to the League Secretary).
- (E) All members of each Committee must avoid a situation in which they or any Club that they represent or are associated with has, or may have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Committee as a whole or the interests of the Competition. In particular, no member of any Committee shall be entitled to vote on any matter directly related to or involving the Club that they so represent or are associated with. Members of any Committee must declare any such conflict of interest to the relevant Committee.

#### POWERS OF MANAGEMENT

- 5. (A) The Board Sub-Group Committee and the Management Committee shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of The Football Association or affiliated Association.
- (B) Subject to the permission of The Football Association having been obtained, the Management Committee may order a match or matches to be played each season, the proceeds to be devoted to the funds of the Competition and, if necessary, may call upon each Club (including any Club which may have withdrawn during the season) to contribute equally such sums as may be necessary to meet any deficiency at the end of the season.
- (C) Each Member of the Board Sub-Group Committee, Management Committee and Club Committee shall have the right to attend and vote at all meetings of their respective Committee Meetings and have one vote thereat, subject to Competition Rule 4(E) above. In the event of the voting being equal on any matter, the Chairman of the relevant Committee shall have a second or casting vote.
- (D) The Management Committee shall have power to apply, act upon and enforce the Competition Rules and to inquire into any suspected or alleged breach of the Competition Rules, and for that purpose may require any Club, Club Official and/or Player to appear before it and to produce any information, documents or other materials. All Clubs, Club Officials and Players must take all reasonable measures to assist the Management Committee in the collection of evidence. Any failure by a Club, Club Official and/or Player to comply with any requirement of the Management Committee pursuant to this paragraph (D) shall constitute a breach of these Competition Rules.

The Management Committee shall also have jurisdiction over all matters affecting the Competition, including any not provided for in the Competition Rules, subject to the

Reserved Matters, which the Board Sub-Group Committee shall have the powers to apply, act upon and enforce and have jurisdiction over.

- (E) Any breach of these Competition Rules shall initially be dealt with by the Management Committee in accordance with these Competition Rules, the Rules of The Football Association and the Regulations for Football Association Disciplinary Action. As such, Clubs, Officials or individuals committing a breach of the Competition Rules will incur such penalties as the Management Committee may impose in its discretion in accordance with such rules and regulations.

Where a set financial penalty is provided for in these Competition Rules, further financial penalties may not be imposed under these Competition Rules in excess of the set penalty for the relevant breach of these Competition Rules.

The Management Committee shall, upon becoming aware of any alleged breach of the Competition Rules, advise the offending Club, Club Official and/or Player in writing of the alleged breach or breaches, setting out briefly the nature of the alleged breach and the provisions alleged to have been breached, and the following shall apply:

- (i) Upon being satisfied that a fixed penalty is payable under the provisions of these Competition Rules, the Management Committee shall give notice in writing to Club, Club Official and/or Player of the amount of the fixed penalty. Within 14 days of the date of such notice, the Club or person to whom it is addressed must either (a) pay the fixed penalty or (b) appeal under the provisions of Competition Rule 17 against the imposition of the same.
- (ii) Where the set fines tariff does not apply, any Club, Club Official or Player alleged to be in breach of any Competition Rules must be formally charged in writing. The Management Committee shall advise the Club, Club Official or Player (as appropriate) of the date upon which the breach will be considered by the Management Committee. In each case the Club, Club Official or Player (as appropriate) shall have the right to make written representations to the Management Committee, to be received by The Football Association at least 7 days prior to date upon which the breach will be considered, or shall have the right to request a personal hearing. The Management Committee shall, in all cases, have the right to request the Club, Club Official and/or Player to submit a written report. If no report or request for a personal hearing is received within the time limits set out above the case will be dealt with at the discretion of the Management Committee on the due date in the absence thereof. Following its decision, the Management Committee shall notify in writing the Club, Club Official or Player (as appropriate) of its decision in connection with the alleged breach. Within 14 days of the date of such notice, the Club or person to whom it is addressed must either (a) pay any penalty or (b) appeal under the provisions of Competition Rule 17 against the decision.
- (F) 3 Members of the Board Sub-Group Committee shall constitute a quorum for the transaction of business of the Board Sub-Group Committee, 50% of the Members of the Management Committee who are entitled to vote at a meeting of the Management Committee shall constitute a quorum for the transaction of business of the Management Committee, and 50% of the Members of the Club Committee who are entitled to vote at a meeting of the Club Committee shall constitute a quorum for the transaction of business of the Club Committee.
- (G) The Board Sub-Group Committee and the Management Committee, as they may deem necessary, shall have power to fill in an acting capacity, any vacancies that may occur amongst their number. The Club Committee shall fill any vacancy with a representative of the Club not represented as a result of such vacancy, as selected by such Club.

- (H) A Club having failed to comply with an order or instruction of the Board Sub-Group Committee or Management Committee, or failing to satisfactorily attend to the business and/or the correspondence of the Competition within 14 days, shall be liable to be fined **£100** (doubled if previously warned) or otherwise penalised at the discretion of the Management Committee.
- (I) All Committees shall have power to deal only with matters within the Competition and not for any matters of misconduct that are otherwise generally under the jurisdiction of The Football Association or any affiliated Association outside of these Competition Rules. All decisions of the above listed Committees shall be binding subject to a right of appeal as set out in Rule 17 below.
- (J) All fines and charges shall be paid or appealed under the provisions of Competition Rule 17 within 14 days of the date of posting of the written notification. Failure to pay a penalty as provided in this Competition Rule within 14 days of notice, or where appealed, within 14 days of an appeal against the same being dismissed shall constitute a breach of these Competition Rules.
- (K) No Participants under the age of 18 can be fined.

#### **ANNUAL GENERAL MEETING**

6. (A) The Annual General Meeting of the Competition shall be held not later than 31 December in each year. At this meeting the following business shall be transacted:-
- (i) To receive and confirm the Minutes of the preceding Annual General Meeting.
  - (ii) To consider any business arising there from.
  - (iii) To receive and adopt the Annual Report and Financial Report.
  - (iv) Election of two Club Representatives on the Management Committee..
  - (v) To receive notice of:
    - (a) Constitution of the Competition for ensuing season;
    - (b) Officers and Management Committee;
    - (c) Auditors;
    - (d) Alteration of Competition Rules, if any; and
    - (e) The date for the commencement and conclusion of playing season.
    - (f) Other business of which due notice shall have been given and accepted as being relevant to an Annual General Meeting.
- (B) A copy of the duly audited/verified Annual Report, Financial Report and Agenda shall be forwarded to each Club at least 14 days prior to the meeting.
- (C) Each Club shall be empowered to send two officers to an Annual General Meeting, who shall be named to the League Secretary 14 days prior to the AGM. Each Club shall be entitled to one vote only. Not less than twenty-eight (28) days' notice shall be given of the Annual General Meeting.

Each member of the Board Sub-Group Committee and Management Committee shall have the right to vote at the Annual General Meeting, although if any individual is a member of both the Board Sub-Group Committee and Management Committee that individual shall only be entitled to one vote. In the event of the voting being equal on any matter the Chairman of the League shall have a second and/or casting vote.

- (D) Clubs who will not be continuing Membership of the League for the following season shall be entitled to attend but shall vote only on matters relating to the season being concluded. This provision will not apply to Clubs expelled in accordance with Rule 18 or whose licence is otherwise terminated by The Football Association, who shall not be entitled to any vote on any matters.

- (E) All voting shall be conducted by a show of voting cards unless a ballot be demanded by at least one third of the delegates qualified to vote or the Chairman of the League so decides.
- (F) No individual shall be entitled to vote on behalf of more than one Club.  
50% or more of the delegates entitled to vote at the AGM shall constitute a quorum.
- (G) Any continuing Club failing to be represented at the Annual General Meeting without satisfactory reason being given shall be fined **£250**.

#### AGREEMENT TO BE SIGNED

7. The Chairman and the Secretary of each Club shall complete and sign the following agreement which shall be deposited with the Competition by no later than 28 days prior to the start of the coming season.

"We, A, ..... of ..... (Chairman) and B ..... (Secretary) of the ..... Football Club have been provided with a copy of the Rules and Regulations of the ..... Competition and do hereby agree for and on behalf of the said Club to conform to those Rules and Regulations and to accept, abide by and implement the decisions of The Football Association and the Board Sub-Group Committee, Management Committee and Club Committee of the Competition, subject to any rights of appeal provided therein or in the Rules of The Football Association or Regulations of The Football Association."

Any alteration to the Chairman and/or Secretary on the agreement form must be notified to the League Secretary within 14 days. The League Secretary may, in certain circumstances, require the completion of a revised form. Failure to comply with this will incur a penalty of **£50**.

#### QUALIFICATION OF PLAYERS

8. (A) The Rules of The Football Association will apply in respect of all matters concerning Players. Particular attention is drawn to Rule C of the Rules of The Football Association.
- (B) A player cannot be registered for the Competition until she has reached her sixteenth (16th) birthday.
- (C) Contract players are permitted to play in this Competition. All Players of a Club shall be registered as a Contract or Non-Contract player and their status must be clearly stated on all registration forms.

A Contract Player means any Player who is eligible to play for the Club for which she is registered under a written contract of employment with a Club. Contract Players must be Contracted on the standard player contract as specified by The Football Association from time to time. All contracts and financial arrangements must comply with Rule C1 of the Rules of The Football Association.

A Non-Contract Player means a Player who is eligible to play for the Club for which she is registered but has not entered into a written contract of employment with that Club. **Subject to the below, Non-Contract Players shall only be entitled to be reimbursed expenses actually incurred in relation to their playing for the Club and shall not entitled to any other payment in relation to their performance for the Club.** Such expenses must be in accordance with Rule C2(b)(iii) of The Rules of the Association. The only exception to this rule is in the event that the Club appoints a Non-Contract player as a Youth Club Ambassador in accordance with the Club Licence, in which case such player may also be paid a sum in connection with the provisions of services in her role as Youth Club Ambassador.

Rule C2 of The Rules of The Football Association in relation to Non-Contract Players shall apply to the Competition.

A Contract or Non-Contract Player shall be eligible to play for their Club in this Competition providing that she has signed a correctly completed Player Registration Form, in ink, and in the case of a Contract Player the Contract has been registered with The Football Association. The Player Registration Form must be witnessed by the Chairman or Secretary of the Club. Once completed this Registration Form must be sent by recorded delivery, or delivered by hand to the League Secretary, prior to the player playing in the Competition. Player Registration Forms can be faxed, but this will not be accepted as the official document, the original forms must be sent in accordance with this rule within 7 days. Player Registration Forms, whether faxed, delivered by hand or sent recorded delivery, must be received by no later than 4 hours prior to the scheduled kick off time of a match in the Competition (a "Match"), or where the Match is to be played on a Saturday, Sunday or Bank Holiday Monday, by 4.00pm on the Friday afternoon before that Match, for the Player to be eligible to play in such Match.

It is the responsibility of each Club to ensure that any Player signing a registration form for that Club has, where necessary, the required International Transfer Certificate.

All Players' contracts shall be in the full name of the Club. The contract must state the full name of the company, and also include the company registration number.

(D) Squad Cap

Each Club may only register a maximum total of **23** Players (including long term loan players), plus 2 Players on short term loans, to play in the Competition each Season (the "**Squad Cap**"). Subject to the remainder of this paragraph (D), if a Player is registered with a Club to play in the Competition for the Season, that Player shall continue to count towards the Squad Cap for the remainder of the Season even if that Player stops playing for the Club during the Season for any reason (except if the Player is transferred to another Club).

During the Second Transfer Window (as defined in (L) below) in each season, each Club shall be entitled to remove or replace a maximum of three (3) Players which have previously been registered and included in its Squad Cap for that season by notice to the League Secretary. Each Club shall be entitled to select which, if any, 3 Players it so removes or replaces from its Squad Cap in its sole discretion. For the avoidance of doubt, Clubs shall only be entitled to exercise this right during the Second Transfer Window in each season. Once a Player has been removed from the list of players registered to play in the Competition each Season, such Player shall no longer be entitled to play in the Competition for the Club.

The Management Committee may on a case by case basis, upon application by a Club, (i) approve an increase in the Squad Cap for that Club for the remainder of the Season only, and/or (ii) approve the removal of a player from a Club's Squad Cap for the remainder of the Season (so that such player shall no longer be considered to form part of the Squad Cap). Any Club wishing to request such an increase or removal must submit a written request to the League Secretary, along with all supporting information and documentation for their request. The Management Committee may provide any approval or refuse any such a request in its discretion, and may make any approval subject to such limitations, restrictions and conditions as it sees fit.

- (E) A player having taken part in Matches for any Club affiliated to any County Football Association shall not be allowed to join, be transferred to, or sign for a Club in the Competition without first proving to the officials of the intended Club that the player has discharged all reasonable financial liabilities to the previous Club or Clubs, and a Club official may not accept such player's signature without first ascertaining whether such claims have been discharged to the satisfaction of the Club, or Clubs, for which the player last played.
- (F) A fee of £5.00 shall be paid for each player registered.

- (G) The Management Committee shall decide all registration disputes.
- In the event of a player signing a registration form or having a registration submitted for more than one Club, the earlier registration shall be given priority in deciding for which Club the player shall be registered. The League Secretary shall notify the Club last applying to register the player of the fact of the previous registration.
- (H) It shall be a breach of these Competition Rules for a player to:-
- (i) Play for more than one Club in the Competition in the same season without first being transferred or loaned in accordance with these Competition Rules;
  - (ii) Having signed for one Club in the Competition, sign for another Club in the Competition in that season except for the purpose of a transfer completed in accordance with these Competition Rules; or
  - (iii) Submit a signed registration form for registration that the player had wilfully neglected to accurately or fully complete.
- (I) (i) The Management Committee shall have power to accept the registration of any player.
- (ii) The Management Committee shall have power to refuse, cancel or suspend the registration of any Player or may fine any Player, except those under 18 years of age, at their discretion who has been charged and found to have breached any rules or regulations concerning registrations (subject to Competition Rule 17).
- (iii) The Management Committee shall have power to make application to refuse or cancel the registration of any Player who has received in excess of 112 days' suspension, or 10 Matches in Match based discipline, in a period of two years or less from the date of the first offence, subject to the right of appeal as set out in Competition Rule 17.
- Application should be made to the parent County of the Club the player is registered with.
- (J) Player Transfers - General
- (i) The transfer of the registration of a Contract Player from one Club to another must be in writing, on the Competition transfer form, duly signed by the Contract Player and the two Clubs and forwarded to The Football Association for approval and registration. Such Contract Player does not become a bona-fide Player of the Club seeking her transfer until that Club has received from The Football Association a certificate of registration or the provisions of Competition Rule 8(C) have been complied with. The registration of a Contract Player whose contract is cancelled by mutual consent shall be automatically cancelled upon receipt by The Football Association of a copy of the relevant FA form.
  - (ii) Where a Club cancels the registration of a Player for any reason whatsoever, the Club must notify The Football Association immediately, in writing and such notification must be signed by an authorised signatory of that Club to be valid.
  - (iii) When Players are transferred between Clubs, The Football Association must receive copies of all relevant documents pertaining to the transfer including full details of any payment schedules agreed in writing or otherwise between the two Clubs. Should a Club fail to meet the payment schedules lodged with The Football Association on receipt of notification an embargo on further Players registrations may be placed upon the defaulting Club together with a 1% levy per day on the outstanding payments.
  - (iv) In the event of a transfer of a Player where a consideration is agreed, the consideration can only be paid between the two clubs (the transferor and transferee clubs).



- (v) The full name of each contracting club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both clubs.
  - (vi) The Football Association may, at its discretion, refuse any further registration of Players to any Club which has not completed payment of a transfer arrangement made with another Club or arranged for the payment to be adequately secured. The Club concerned will continue to pay the Player in accordance with her contract.
  - (vii) In the event of an objection to a transfer, the matter shall be referred to the Management Committee for a decision.
- (K) Player Registrations and Transfers – Registration and Transfer Windows
- The Football Association will nominate two windows in each season during which player registrations and transfers will be permitted for the Competition, the first of which shall begin prior to the start of the season (the “**First Window**”) and the second of which shall begin during the season (the “**Second Window**”). The Football Association shall notify the Clubs of the dates of the First Window and the Second Window each season.
- Registrations and transfer of registrations (including loan transfers) may only be made during the First Window or the Second Window. All other registrations not falling within the First Window and the Second Window will be declined unless otherwise decided by the Management Committee in its sole discretion and, if so approved, may be approved subject to such limitations and restrictions as the Management Committee may determine and, if so determined, the Player shall only be eligible to play in the matches for which permission is granted by the Management Committee.
- Clubs must have at least 11 players registered by the date falling 28 days prior to the commencement of each playing season.
- The Management Committee shall give reasonable consideration to a request from any Club for the emergency transfer and registration of a goalkeeper outside of the First Window or Second Window where, as a result of injuries, any team only has one fully fit goalkeeper available for selection for any Match. Where the Management Committee grants such approval, this shall subject to such limitations and restrictions as the Management Committee may determine and, if so approved, the goalkeeper shall only be eligible to play in the matches for which permission is granted by the Management Committee.
- (L) Player Transfers - Loan Transfers
- (i) Loans of Players shall be allowed to or from clubs in the Competition or in membership of any other leagues which have been authorised by The Football Association from time to time on such terms and conditions as shall be mutually agreed by the two clubs and the Player. For transfers between Clubs both within the Competition, the transfer must be completed on The FA WSL Temporary Transfer Form and for transfers between Clubs in different competitions the transfer must be completed on FA Form H3. On completing The FA WSL Temporary Transfer Form or FA form H3, a Club must send the top copy to The Football Association and one copy to the secretary of the league with which the Player is registered.
  - (ii) Any Player being taken on short or long term loan must sign a Competition contract registration form, which will be valid for the full period of the loan, including any extension to the loan period. The standard Competition cancellation form must be used to prematurely end the temporary transfer period.
  - (iii) The loan transfer of a Player to a Club must be completed and registered with The Football Association at least 4 hours before the scheduled time of the kick-off of the first Match in which the Player is to play, or where the Match is to be played on

- a Saturday, Sunday or Bank Holiday Monday, by 4.00pm on the Friday afternoon before that Match.
- Loan transfers may only be registered with The Football Association during the First Window or the Second Window (as defined in (L) above).
- (iv) A Club may only register up to a maximum of 4 Players who are either Long Term Loans or Short Term Loans in any Season, with no more than 2 in any one category per Season.
  - (v) Any Club temporarily transferring a Player's registration to another club should invoice the receiving club in accordance with the terms of the loan agreement. The Player concerned should remain on the payroll of the Club holding her permanent registration for the period of the loan.
  - (vi) No Club may loan more than 2 Players on short term loan transfers to any one Club in the Competition at any one time.
  - (vii) The minimum period of a short term loan transfer must be 56 days with a maximum of 84 days in any one Season of the Competition.  
(viii) Short term loan transfers which become permanent transfers before their expiry date shall not count against a Club's quota of short term loan Players for that Season.
  - (xi) To extend the period of any short term loan transfer a further FA WSL Temporary Transfer Form or FA form H3 must be completed, with copies sent as provided above.
  - (x) If the short term loan transfer is extended, only the Club for whom the Player was originally registered will be allowed to cancel the agreement at any time within the extension period. In the case of a goalkeeper, Clubs may mutually agree, if they so wish, to include a recall clause in the agreement to enable the Club for whom the Player was originally registered to recall the Player at any time during the loan period. Players, other than goalkeepers, may NOT be recalled within the first month (i.e. 28 days) of any loan period.
  - (xi) Any short term loan transfer which may terminate after the last day for transfers may be extended for a further period.
  - (xii) The short term loan transfer of a Player must be continuous. If the same Player is taken on loan at a later date, this second loan period will count against the permitted number of short term loan transfers.
  - (xiii) A Player cannot play for a Club on a short term loan for more than 84 days in any one Season.
  - (xiv) Long Term Loan Transfers shall be for (i) a Season, or (ii) from any time prior to 5pm on the last day of the First Window for the remainder of the Season.
  - (xv) A Player on long term loan may not be recalled except for a goalkeeper or where the Player is to be transferred permanently by the Club holding her registered contract. A Player other than a goalkeeper so recalled cannot be permitted to play for the Club holding her registration after such recall until the end of the Season. Players so recalled can only be replaced by a further long term loan with permission from the Management Committee.
  - (xvi) The maximum number of Long Term Loans will be 2 per Season.
- (M) Except when specific approval has been given by the Management Committee, a Club cannot sign or transfer more than one Player from another Club at any one time, unless a period of 14 days has elapsed between each signing.

The Management Committee has the power to place an embargo on the registration, transfer or the loan transfer of Players by any Club who is deemed to be in breach of these Competition Rules.

No Contract Player registered with any Club may play in any club competition other than the Competition and the following whilst so registered without the prior permission of the Management Committee:

- (a) the Women's FA Challenge Cup competition;
  - (b) any FA WSL Cup competition introduced by The Football Association;
  - (c) a match played by the Club's Reserve Team, to the extent permitted by these Competition Rules only;
  - (d) any UEFA European match that the Club is entitled to participate in as a result of their participation in the Competition or the Women's FA Challenge Cup; or
  - (e) such other fixture as the Management Committee or The Football Association may prospectively determine from time to time.
- (N) A Club shall keep a list of the players it registers and a record of the games in which they have played, and shall produce such records upon demand by the Management Committee.
- (O) A register containing the names of all players registered for each Club, with the date of registration, shall be kept by the League Secretary and shall be open to the inspection of any Club representative at times mutually arranged. Registrations are valid for one Season only.

In the event of a Non-Contract Player changing her status to that of a Contract Player with the same Club, another Club in the Competition or with a Club in another Competition her registration as a player without a written contract will automatically be cancelled and declared void. In order to play in the Competition again either for her original Club or for another Club it will be necessary for her to be re-registered as required by this Rule. If a player changes from Non-Contract Player to Contract Player with the same Club during a Season, she shall only be counted once for the Squad Cap.

- (P) (i) Any team playing an unregistered or otherwise ineligible player or players may have the points gained in the Match deducted from its total, may have up to three (3) points deducted from its total and may be fined and/or otherwise dealt with at the discretion of the Management Committee.
- (ii) The Management Committee may, at its discretion, award the points available in the Match in question to the opponents, subject to the Match not being ordered to be replayed.
- (The following Competition Rule applies to Competitions involving players in full-time secondary education):-
- (Q) (i) Priority must be given at all times to school and school organisations activities.
- (ii) The availability of children must be cleared with the Head Teachers (except for Sunday Leagues).

#### FINANCIAL ARRANGEMENTS AND SALARY CAP REGULATIONS

9. (A) Subject to this Competition Rule 9, and to The Rules of the Association and the Regulations of the Football Association, a Club may negotiate a financial arrangement with its Players.
- (B) All Players under a written contract must be registered with The Football Association. All contracts and financial arrangements must comply with Rule C of the Rules of The Football Association.
- (C) All payments and benefits due and/or made to a Player must be shown in a contract. Non-Contract Players shall only be entitled to be reimbursed expenses actually incurred

in relation to their playing for the Club, provided that, in the event that the Club appoints a Non-Contract player as a Youth Club Ambassador in accordance with the Club Licence, such player may also be paid a sum in connection with the provisions of services in her role as Youth Club Ambassador.

- (D) All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.
- (E) All salaried payments (whether to contract or Non-Contract Players) must be subject to PAYE and National Insurance.
- (F) All salary payments due on written contracts must be stated gross, before PAYE and National Insurance deductions.
- (G) Any Players paid expenses should be reimbursed via an expense claim form. The club should retain all expense records in a format acceptable to the Inland Revenue.
- (H) Clubs, Players and other Participants must ensure that at all times they comply with the provisions of the Salary Cap Regulations at Appendix C to these Competition Rules (as updated from time to time by The Football Association).
- (I) Any Club or Club representative found to have committed a breach of The Rules of the Association regarding Players Contract payments may have its Club Licence terminated or revoked and, in addition, may be fined such sum as The Football Association shall determine.

#### **CLUB COLOURS. CLUB NAME**

10. (A) Every Club must register the colour of its shirts, shorts and socks with the League Secretary by 1 January who shall decide as to their suitability. All shirts, shorts and socks must be in accordance with The Association's Regulations Relating To Advertising On The Clothing of Players, Club Officials And Match Officials.

Goalkeepers must wear colours which distinguish them from other players and the referee.

No player, including the goalkeeper, shall be permitted to wear black or very dark shirts (and for these purposes the League Secretary shall decide whether shirts are to be considered to be "very dark").

During the Competition's Close Season, the League Secretary shall obtain from the Clubs, in writing, details of their first and second choice colours (shirts, shorts and socks) and such details shall be published in the Directory of Clubs printed in the League Handbook. Clubs are required to wear their first choice colours both at home and away where possible. The colours registered by each Club shall be worn during the next following Season and no changes either in the colours or combination of colours shall be permitted during the course of the Season except in the circumstances set out in this Rule, or with prior approval of the Management Committee. A Club failing to notify the Management Committee of its intention to play in colours other than those registered at least 5 days before a Match will incur a fine of **£75**.

Any team not being able to play in its normal colours as registered with the Competition shall notify the colours in which they will play to its opponents at least five (5) days before the Match.

If, in the opinion of the referee, two Clubs have the same or similar colours, the away team shall make the change. Any team not having a change of colours or delaying the kick-off by not having a change shall be fined **£75**.

The Management Committee may request shirts to be submitted if complaints are received as to lack of distinguishing colours, and the Management Committee may refuse to permit any shirts or shorts as they think fit.

Players shirts must be numbered clearly, and must be kept inside the shorts at all times and correspond to the numbers appearing on the Match result sheet. Clubs failing to comply will be fined **£75** for each Match in which this Rule is infringed.

In Competition Matches, the players' shirts may carry advertising subject to the Rules relating to the clothing of players laid down by The Football Association (including The Association's Regulations Relating To Advertising On The Clothing of Players, Club Officials And Match Officials).

The Captain shall wear a distinguishing armband to indicate her status.

The sleeves of the shirts of all Players in all Competition Matches shall carry on an annual basis (i) a Competition logo as supplied by the Competition on each sleeve of the shirts, or (ii) a Competition logo as supplied by the Competition on one sleeve of the shirts and such other logo as decided by the Management Committee on the other sleeve of the shirts, or (iii) a Competition logo as supplied by the Competition on one sleeve of the shirts; as decided by the Management Committee.

- (B) Any Club wishing to change its name and/or colours must seek permission from its affiliated County Association and from the Management Committee.

#### **PLAYING SEASON. CONDITIONS OF PLAY**

#### **TIMES OF KICK-OFF. POSTPONEMENTS. SUBSTITUTES**

11. (A) The Management Committee shall determine the dates for the start and finish of the following season. Such dates to be confirmed by 1 October in the preceding season.

The dates of all Matches shall be arranged by the League Secretary, on a home and away basis, in conjunction with the Management Committee and consultation with the Club Committee, and notified to Clubs. Receipt of these fixtures must be acknowledged when instructed to do so. Failure to do so will result in a fine of **£75**.

If decided by The Football Association, a match may be played each season between two clubs nominated by The Football Association, usually the Competition Champions and the winners of a cup competition specified by The Football Association (or, if no such cup competition is played for, or if the same Club wins both competitions, between the Competition Champions and a club nominated by The Football Association). The venue and the date for playing the match will be decided by The Football Association. The distribution of the proceeds of the match, after the match expenses have been deducted, will be decided by The Football Association.

- (B) All Matches shall be played in accordance with the Laws of the Game as determined by the International Football Association Board.
- (C) (i) In the event of a team being unable to fulfil a fixture because of excessive illness or injury to players, the Club shall supply official medical certification evidence to the League Secretary within 48 hours of the scheduled fixture to substantiate any application for postponement.
- (ii) All Clubs shall ensure that any player in a Competition Match having left the field of play with a head injury shall not be allowed to resume playing or training without the clearance of a qualified medical practitioner. The same provisions shall apply where a head injury is sustained in training.
- (D) All Matches will be played in accordance with the provisions of the Club Licences, including in relation to the grounds on which the Matches are to be played and the medical provision (personnel, facilities and equipment) required at each Match. Each Club shall also comply with the medical requirements set out in Appendix D of these Rules. In addition, the home Club shall ensure at its own cost that all necessary licences, permits and certificates required for the staging of any Match at the home stadium (including, but not limited to, fire, health and safety, local authority and liquor) are in place and fully complied with so that the home

stadium is fully compliant with all applicable health and safety legislation and regulations for the duration of the Match.

In addition to complying with the Club Licences, the following will apply:

- (i) All grounds will be inspected and approved by the Management Committee, or persons designated by the Management Committee: this also applies to any Club moving to another ground.
  - (ii) All clubs to provide a programme for spectators. A teamsheet will not be considered sufficient to comply with this Rule. A copy of the Programme shall be sent to the League Secretary within 3 days of the Match (or if such third day is a Sunday, by the following Monday). Failure to comply with this rule will incur a fine of **£150**.
  - (iii) Provision to be made for gate receipts to be taken. Where a gate is taken, a return must be made to the League Secretary on the required form. Where a gate is taken the Away Club shall be issued with 25 passes on a complimentary basis.
- (E) All Competition Matches shall be of 90 minutes duration, but any Competition Match which for any cause whatever falls short of 90 minutes duration may be ordered to count as a completed fixture or be replayed in full as the Management Committee may in its absolute discretion determine.
- (F) The standard kick-off times for all Matches in the Competition shall be determined by the Management Committee in its discretion from time to time.

Kick-off times should be mutually agreed by both Clubs within such standard kick-off times unless otherwise ordered by The Football Association for any reason, including broadcast purposes. Any kick-off time outside the standard kick-off times as determined by the Management Committee shall be subject to notification to and approval of the Management Committee. Such notification shall be provided to the Management Committee immediately for approval. The home Club shall notify the Management Committee of the agreed kick off time within 7 days of the announcement of the fixtures for Season. If the home Club and the away Club are unable to agree a kick-off time, the home club shall notify the Management Committee within such 7 days and the Management Committee shall decide the kick-off time.

- (G) The Football Association reserves the right to amend scheduled Matches dates and kick-off times to meet broadcasting requirements as necessary. Notification will be provided by the Management Committee in writing to both Clubs for fixtures so rescheduled.
- (H) The home Club must provide to the Referee at least three Match quality balls, and the home Club shall ensure that it provides those balls as supplied by The Football Association if so required by The Football Association. It will be the responsibility of the Referee to ensure the safe return of the Match balls to the Home Club. The suitability of these balls for play is at the sole discretion of the Referee. If any of the balls supplied have any substantial defect(s), the Referee shall specify on the report form if only one is available for use. Clubs thus reported may be fined a maximum of **£150**.
- (I) The Secretary of the home Club must give notice in writing of full particulars of the location of, and access to, the ground and time of kick-off to the Match Officials and the Secretary of the opposing Club at least seven clear days prior to the playing of the Match. The away Club shall seek and acknowledge receipt of such particulars.

Any Club failing to comply with this Rule shall be liable to a fine of **£50**.

- (J) Every Club shall play its best available qualified team in all Matches in the Competition.
- (K) Any team not ready to commence at the appointed time shall be fined a sum not exceeding £50 plus £2 per minute for each minute late or be otherwise dealt with at the discretion of the Management Committee. Referees must order Matches to commence at the

appointed time, if possible, and must report all late starts. In the event of a late start, the Referee must advise the Captain of the offending team.

- (L) If the Match is not ready to commence within 30 minutes of the appointed time, the game will be recorded as an unfulfilled fixture, and the Club(s) will be dealt with at the discretion of the Management Committee.
- (M) Clubs shall support The Football Association in relation to International Matches in accordance with the provisions of The Football Association Rules.

A Club having 3 players or more selected for International Duty by their National Association for Under 19 UEFA and FIFA competitive matches may request a postponement of its League fixture provided at least 10 days' notice is given to the League Secretary in writing. If 1 player is selected and that player is the goalkeeper, a Club could make a similar request for the postponement of its League fixture. This will only apply to Under 19 UEFA and FIFA competitive matches which are played within the FIFA Women's International Match Calendar.

- (N) Drinks shall be provided for the visiting team and Match Officials on arrival and half-time and refreshments provided at full-time. Any Club in breach of this Rule will be fined a minimum of **£50**.
- (O) In the event of a Club playing in any Match with less than 11 players they may be fined **£200** for each missing player. A minimum of 7 players will constitute a team for a Competition Match.
- (P) Home and Away Matches shall be played. All Matches in the Competition shall be played on dates to be decided by The Football Association, and Clubs must be available to play on all those days. In the event of a Club failing to keep its engagement the Management Committee shall have power to inflict a fine, deduct points from the defaulting Club, award the points to the opponents, order the defaulting Club to pay any reasonable expenses incurred by the opponents or otherwise deal with them except the award of goals. The minimum fines shall be as follows:

First Team Match - **£500**.

Notwithstanding the foregoing home and away provision, the Management Committee shall have power to order a Match to be played on a neutral ground or on the opponent's ground if they are satisfied that such action is warranted by the circumstances.

Any Club with more than one team in any competition shall always fulfil its fixtures, in the following order of precedence:- First Team, Reserve Team, A Team. Clubs in breach of this requirement will be dealt with at the discretion of the Management Committee.

Notice of postponement of any Match must be given without delay by the postponing Club. Such notice must be given without delay by the Club to the League Secretary, the Secretary of the opposing Club and the Match Officials. Any Club failing to comply shall be dealt with at the discretion of the Management Committee.

The Management Committee shall review all Matches abandoned in cases where it is consequent upon the conduct of either or both Clubs. Where it is to the advantage of the Competition and does no injustice to either Club, the Management Committee shall be empowered to order the score at the time of the abandonment to stand. In all cases where the Management Committee are satisfied that a Match was abandoned owing to the conduct of one team or its Club member(s) they shall be empowered to award the points for the Match to the opponent. In cases where a Match has been abandoned owing to the conduct of both teams or their Club member(s), the Management Committee shall rule all points for the Match as void. No fine(s) can be applied by the Management Committee for an abandoned Match.

- (Q) A Club may at its discretion and in accordance with the Laws of the Game use 3 substitute players in any Match in this Competition who may be selected from 7 players.

Both teams must provide a list of players, including substitutes, with their correct shirt numbers, to the Referee at least 45 minutes before the scheduled kick-off time and in the presence of a representative from the opposing Club. Team sheets will then be exchanged. Failure to do so will incur a fine of **£50**.

A player who has been selected, appointed or named as a substitute before the start of the Match but does not actually play in the game shall not be considered to have been a player in that game within the meaning of Rule 8 of this Competition.

- (R) The half time interval shall be of 15 minutes duration, and shall not exceed 15 minutes. The half time interval may only be altered with the consent of the Referee.
- (S) A Club under suspension by the County Football Association or The Football Association and whose suspension is not lifted by 4 clear days before the date of a fixture, will not be allowed to fulfil that fixture on the scheduled date. The fixture will be considered as unfulfilled and dealt with under the provision of Rule 11 (P).
- (T) The Football Association shall determine the policy of the Competition for the issuing of match day passes.
- (U) The copyright in all lists of arrangements of fixtures for the Competition shall be vested in The Football Association.

## REPORTING RESULTS

- 12. (A) Each Club shall comply with the requirements of The Football Association as notified from time to time with regards to reporting half-time and full-time scores and the forename(s) and surname of the team players for each Competition Match, as well as any other information reasonably requested by The Football Association. Such requirements may specify the timing of such reporting and the content to be reported by each Club. Failure to do so may incur a fine of **£75** and/or the Club being dealt with as the Management Committee may decide.
- (B) In addition to the requirements at (A) above, the League Secretary must receive within 3 days of the date played, the result of each Competition Match in the prescribed manner. This must include the forename(s) and surname of the team players (in block letters), the match result, and also the Referee markings required by Rule 14, and any other information required by the Competition. Failure to do so will incur a fine of **£75** and/or the Club being dealt with as the Management Committee may decide.
- (C) Unless otherwise specified by The Football Association, the Home Club shall telephone the result of each Match to the Press Association within 30 minutes of the end of the Match. A Club failing to comply with this shall be fined **£75** and dealt with at the discretion of the Management Committee.
- (D) The Match result notification required pursuant to (B) above, correctly completed, shall be signed by a responsible member of the Club. The Management Committee shall have power to take such action as they deem suitable against a Club which submits an incomplete form or incorrect information.  

A Club falsifying any detail on the form to be submitted pursuant to (B) above shall be fined **£150** for each false entry and be otherwise dealt with at the discretion of the Management Committee.
- (E) Within 3 days of any Match, both the away team and the Referee shall submit a score for the home team's pitch (score between 1 (low) - 5 (high)) to the League Secretary, along with any related information required by the Management Committee. A Club failing to comply with this shall be fined **£75** and dealt with at the discretion of the Management Committee.



### DETERMINING CHAMPIONSHIP

13. At the end of the Matches for each Season, the Club scoring the highest number of points shall be declared the Champion Club of the League. Three points shall be awarded for each Match won and one point to each Club involved in a Match which is drawn.

If any two or more Clubs are equal in points at the end of the Season, the higher placed Club shall be decided on goal difference.

In each case of goal difference, the goals scored against shall be deducted from the goals scored by and the winner shall be the Club with the largest difference. In the event of the difference being equal, the higher placed Club shall be the Club which has scored more goals.

If two or more Clubs have the same goal difference and have scored the same number of goals and their positions in the Competition has a bearing on deciding the Champion Club or issues relating to qualification for other competitions, then the Management Committee shall decide how the Champion Club of the Competition shall be decided. This may require the Clubs concerned playing a play off deciding Match or Matches on a neutral ground. In all other cases the Clubs concerned will be deemed to have finished in equal positions. The Management Committee shall determine the format, timing, venues of, and all other rules relating to any playoff Match or Matches.

Until otherwise decided by The Football Association, there shall be no promotion to or relegation from the Competition. Subject to the foregoing, promotion, relegation and lateral movement of Clubs shall be in accordance with the principles established by The Football Association.

### REFEREES

14. (A) Referees, Assistant Referees and **Fourth Officials** shall be appointed for all Matches by The Football Association.
- (B) **In the event of any of the Match Officials appointed for a Match not being in attendance at the Match or becoming unable to complete the match it shall be completed under the control of the remaining Match Officials unless the competing Clubs are able to agree upon a substitute who is acceptable to the Match Referee; should the appointed Match Referee fail to appear then the senior Assistant Referee must take charge. Any substitute agreed for a Match shall be considered a Match Official for the purposes of that Match.**
- (C) All Match Officials must report to the ground at least 60 minutes before the scheduled kick-off time. An Official of the home Club shall be at the ground to greet the Match Officials. Failure of the Home Club to comply with this Rule shall be reported by the Referee. The defaulting Club shall be fined **£50**.
- (D) The late arrival of any Match Official shall be reported to The Football Association by the home Club.
- (E) No Club shall postpone a Match on account of the apparent state of the ground. In the event that such circumstances prevail, Clubs should comply with procedures provided for in the document published by The Football Association entitled "Recommended procedure for the guidance of Clubs and Referees in determining the suitability of grounds in adverse weather conditions" (as may be renamed or replaced by The Football Association from time to time). Should the ground be declared unfit it is the responsibility of the home Club to immediately advise the Competition, the Appointing Authority, the visiting Club and the Match Officials.
- (F) Match Officials appointed under this Rule shall be entitled to charge standard class public transport expenses or private car expenses of 32p per mile and any other permitted expenses actually incurred together with the following Match fees:-

Referee £40.00

Assistant Referees £25.00

Fourth Official £25.00

The home Club shall pay the Officials their fees and expenses immediately after the Match in the Match Officials changing room. Payments may be in cash or by cheque.

An Equalisation Fund for Match Official Expenses will be operated.

- (G) In the event of a Match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to half fee plus expenses. Where a Match is not played owing to one Club being in default, that Club shall be ordered to pay the Officials, if they attend the ground, their full fee and expenses.
- (H) Match Officials not fulfilling appointments and failing to provide a satisfactory explanation, or otherwise not meeting the Competition's standards, may have their names removed from the list of Match Officials. The facts will be reported to the Referees Department of The Football Association.
- (I) Each Club shall, in the manner currently prescribed by The Football Association, award marks to the Referee for each game. This information shall be submitted to the League Secretary on the appropriate form. All Referees marking of 60 or less must be accompanied by a letter of explanation. All Referees should be marked out of 100. Clubs failing to comply with this Rule shall be fined **£75**.
- (J) The Referee shall send a fully completed Referees Report Form for each Match to the League Secretary within two days of the Match. If for any reason a game is not played the Referee shall submit a Referees Report Sheet completed as far as possible and showing the reason(s) for the postponement.
- (K) If a Club does not confirm an appointment with a Match Official, at least 7 days before the date of a Match, that Match Official must contact both Clubs and the League Secretary.
- (L) Each Club shall have a set of Assistant Referees' flags available.

#### **WITHDRAWAL OF A CLUB**

- 15. (A) No Club may withdraw its team from the Competition prior to the expiry of its Club Licence.
- (B) In the event of a Club ceasing to operate or being removed from the Competition (whether pursuant to these Competition Rules, termination of its Club Licence or otherwise), The Football Association may replace such Club by granting a new club a Club Licence in its discretion (subject to fulfilment of certain minimum criteria as set by The Football Association). In some cases The Football Association may opt not to add any new Club to the Competition and the remaining Clubs will participate in the Competition until otherwise decided by The Football Association. From the date of withdrawal that Club shall cease to be a Club in the Competition and any monies due to them from The Football Association shall be forfeited.
- (C) If any Club in the Competition ceases to operate during the Season or has its Club Licence otherwise terminated during the Season, its playing record in the Competition shall be expunged and the Club shall be fined a sum of **£2,500**.

#### **SANCTIONS, PROTESTS AND COMPLAINTS**

- 16. (A) Any breach of these Competition Rules shall be dealt with as set out herein or, if not specified, as considered appropriate by the Management Committee at its discretion.
- (B) All questions of eligibility, qualifications of players or interpretations of the Competition Rules shall be referred to the Management Committee.
- (C) Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Management Committee unless a protest is lodged with the Referee before the commencement of the Match. Any Club lodging such protest

- and not proceeding with it shall be deemed to have committed a breach of this Rule and shall be dealt with at the discretion of the Management Committee.
- (D) Except in cases where the Management Committee decide that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged in duplicate with the League Secretary within 7 days (excluding Sundays) of the Match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Management Committee.
  - (E) Any dispute occurring between Clubs in the Competition shall be referred for determination by the Management Committee whose decision shall be binding upon all parties subject to Rule 17.
  - (F) No protest of whatever kind shall be considered by the Management Committee unless the complaining Club shall have deposited with the League Secretary a sum of **£100**. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Management Committee shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the enquiry or to order that the costs to be shared by the parties.
  - (G) All parties to a protest or complaint must be afforded an opportunity to make a statement when the protest or complaint is being heard and must have received 7 days notice of the hearing, together with a copy of the submission. When dealing with a protest or complaint the Management Committee shall take into consideration the possession by the protesting or complaining Club of any information which, if properly used, might have avoided the protest or complaint.
  - (H) All Match based discipline shall be dealt with as determined by The Football Association from time to time.

## **APPEALS**

17. Within 14 days of the posting of written notification of any decision of the Management Committee, a Club, Official or Player against whom action is taken may appeal against such decision by lodging particulars with the League Secretary, including a fee of **£100**, for adjudication by an Appeal Board of The Football Association. The grounds of appeal shall be in accordance with FA Rules. The Appeal Board may order the appeal fee to be forfeited and shall decide by whom the costs of the appeal shall be borne. The decision of the Appeal Board is final and binding on all parties concerned.

No appeal can be lodged against a decision taken at an Annual or Special General Meeting unless this is on the ground of unconstitutional conduct.

An Appeal Board shall be appointed by The Football Association to deal with cases as they arise. All appeals shall be made and be conducted only in accordance with the Rules and Regulations of The Football Association that relate to appeals to an Appeal Board as are in force at any time.

## **EXCLUSION OF CLUBS OR TEAMS MISCONDUCT, CLUBS, OFFICIALS, PLAYERS**

18. (A) Any Official or Member of a Club found to have breached these Competition Rules, other than field offences, or of inducing or attempting to induce a player or players of another Club in the Competition to join them in breach of The Rules of the Association, shall be liable to expulsion or such penalty as the Management Committee may decide, and their Club shall also be liable to expulsion in the discretion of the Management Committee.
- (B) In all matters and transactions relating to the Competition each Club shall behave towards any other Club and the Competition with the utmost good faith.

- (C) No Club either by itself, or its servants or agents shall by any means whatsoever unfairly criticise, disparage, belittle or discredit any other Club or the Competition or in either case any of its Officers or Players.

**TROPHY:- LEGAL OWNERS, CONDITIONS OF TAKING OVER, AGREEMENT TO BE SIGNED. AWARDS.**

19. (A) A Competition Cup or Trophy shall be vested in The Football Association. If a Competition be discontinued for any cause, the Cup or Trophy shall be returned to The Football Association or otherwise dealt with as The Football Association may decide.

The following agreement shall be signed on behalf of the winners of the Cup or Trophy:-

“We A ..... and B ....., the Chairman and Secretary of ..... FC, members of and representing the Club, having been declared winners of ..... Cup or Trophy, and it having been delivered to us by the Competition, do hereby on behalf of the Club jointly and severally agree to return the Cup or Trophy to the Competition Secretary on or before..... If the Cup or Trophy is lost or damaged whilst under our care we agree to refund to the Competition the amount of its current value or the cost of its thorough repair.”

- (B) If the Competition is discontinued, for any reason, the Competition Cup or Trophy shall be returned to The Football Association or otherwise disposed of as the Management Committee may decide.
- (C) The Football Association shall present to the Champion Club 25 souvenirs comprising of 20 for the players (providing that each player shall have played 6 Matches or more in the relevant Season), one for the Secretary, one for the Manager, one for the Physiotherapist and two for staff other than players. Additional souvenirs may be presented by consent of the Management Committee.

The Clubs who finish runners-up in the Competition shall be presented with a commemorative souvenir.

**SPECIAL GENERAL MEETINGS**

20. Upon receiving a requisition signed by six of the Clubs in Membership the League Secretary shall call a Special General Meeting.

The Management Committee may call a Special General Meeting at any time.

At least 14 days' notice shall be given of either meeting under this Rule, together with an agenda of the business to be transacted at such meeting.

Each Full Member Club shall be empowered to send two delegates to all Special General Meetings. Each Club shall be entitled to one vote only.

No individual shall be entitled to vote on behalf of more than one Club.

50% or more of the delegates entitled to vote at the Special General Meeting shall constitute a quorum.

Any continuing Member Club failing to be represented at a Special General Meeting without satisfactory reason being given shall be fined **£250**.

**ALTERATION TO COMPETITION RULES**

21. Alterations may be made to these Competition Rules by The Football Association. Alterations to the Competition Rules shall only become effective once notified to an Annual General Meeting or at a Special General Meeting convened for the purpose and called in accordance with Competition Rule 20. Any alteration made during the playing Season to any Competition Rule relating to the qualification of players shall not take effect until the following Season.

Notice of alterations to the Competition Rules shall be circulated to the Clubs with the notice of the Annual General Meeting or Special General Meeting.

All amendment of Competition Rules can only be implemented once approved by the appropriate sanctioning authority of The Football Association.

#### COMPETITION RULES BINDING ON CLUBS

22. Each Member Club shall be deemed to have given its assent to the foregoing Competition Rules and agreed to abide by the decisions of the Management Committee subject to Competition Rule 17. Each Member Club must abide by any issued Football Association Code of Conduct (Appendix B).

#### CLUB FINANCE

23. (A) Financial Records must be kept by each Club in accordance with the terms of its Club Licence.  
Where a Club defaults in making any payments to any Football Creditor, the Club shall be subject to such penalty as the Management Committee may decide.
- (B) Insurance: All Clubs shall insure such of their players as are registered with the Competition through The Football Association approved Group Insurance Scheme and shall comply with the terms of the Club Licence on insurance.
- (C) All monies required to be paid by any Club pursuant to these Competition Rules must be paid within 14 days. Failure to comply with this Rule will result in the Club being fined £50.

#### CLUB RULES AND CODE OF CONDUCT

24. All Clubs will be required to sign the Code of Conduct (see Appendix B). Such Code must be conveyed to all Players and Officials and all Players must sign a copy of the Code of Conduct.
25. All Clubs will be required to have Club Rules which all Players and Officials of such Club shall be required to comply with. Standard Club Rules are set out in Appendix A and all Clubs must ensure that their Club Rules meet these Standard Club Rules as a minimum.

#### FA WSL CUP

- 26 1 The Cup shall be called 'The FA WSL Continental Cup'
- 2 When the winning Club shall have been ascertained, the Association shall deliver the Cup to such Club, which shall be responsible for its return to the Association on or before the first day in June in the ensuing year in good order and condition.  
Should the Cup be lost, destroyed or damaged by fire or any other cause whilst under the care or custody of the Club, the latter shall refund to the League the amount of its current insured value or the cost of thorough repair in addition to any other penalty which the Management Committee may impose.
- 3 In addition to the Cup, the League shall present medals to the players and substitutes in the Final Tie. When a player taking part is ordered to leave the field of play for misconduct, the medal to which she may be entitled may be withheld at the discretion of the Management Committee.
- 4 The League Cup will be competed for by all Clubs competing in the FA WSL. Any Club withdrawing from the Competition shall be fined a sum not exceeding £500.
- 5 Only players registered for a Club shall be eligible to play for that Club in any one Season. A player shall not play for more than one Club in the League Cup Competition during any one Season. A Club playing an ineligible player shall be removed from the Competition, and be subject to a fine as decided by the Management Committee.

- 6 The first round of the Competition shall be played in a group format. Subsequent rounds will be played on a 'knock-out' basis.

The Group Stage will consist of two groups of four teams to play each other once. A draw will take place to decide the composition of the Groups and which teams will play two away fixtures.

The teams finishing winners and runners-up of the Group Stage (based on and in the order of, the highest number of points, superior goal difference, highest number of goals scored, the results between the two Clubs concerned, drawing of lots) will progress to the Semi Finals

The winners of Group One will play the runner-up of Group Two (the winner of Group One will have the home advantage), the winners of Group Two will play the runners-up of Group One (the winners of Group Two will have the home advantage).

In all knock-out rounds, including the Final, 90 minutes must be played in all matches. If the Teams are level after 90 minutes, an extra 15 minutes each way is to be played. If the scores are level after extra time has been played the tie shall be determined by the taking of kicks from the penalty mark, in accordance with the Laws of the Game.
- 7 All matches in this Competition shall be played in accordance with the Rules and Regulations of the FA WSL, The Football Association and the Laws of the Game.

## APPENDIX A STANDARD CLUB RULES

Some years ago The Football Association, in response to many requests, drew up a list of suggested rules for clubs. These rules, now updated, are printed below for the benefit of secretaries and organisers:—

### Suggestions for Club Rules

#### 1 NAME

The club shall be called ..... F.C. (the Club)

#### 2 OBJECTS

The objects of the Club shall be to arrange association football Matches and social activities for its members.

#### 3 STATUS OF RULES

These rules (the Club Rules) form a binding agreement between each member of the Club.

#### 4 RULES AND REGULATIONS

- (a) The Club shall have the status of an Affiliated Member Club of The Football Association by virtue of its affiliation to/membership of The Football Association. The Rules and Regulations of The Football Association Limited and Football Association or any League or Competition to which the Club is affiliated for the time being shall be deemed to be incorporated into the Club Rules.
- (b) No alteration to the Club Rules shall be effective without prior written approval to the parent Association.

#### 5 CLUB MEMBERSHIP

- (a) The members of the Club from time to time shall be those persons listed in the register of members (the Membership Register) which shall be maintained by the Club Secretary.
- (b) Any person who wished to be a member must apply in the Membership Application Form and deliver it to the Club. Election to membership shall be at the sole discretion of the Club Committee. Membership shall become effective upon an applicant's name being entered in the Membership Register.
- (c) In the event of a member's resignation or expulsion, his or her name shall be removed from the Membership Register.
- (d) The Football Association or an Affiliated Association shall be given access to the Membership Register on demand.

#### 6 ANNUAL MEMBERSHIP FEE

- (a) An annual fee payable by each member shall be determined from time to time by the Club Committee. Any fee shall be payable on a successful application for membership and annually by each member. Fees shall not be repayable.
- (b) The Club Committee shall have the authority to levy further subscriptions from the members as are reasonably necessary to fulfil the objects of the Club.

#### 7 RESIGNATION AND EXPULSION

- (a) A member shall cease to be a member of the Club if, and from the date on which, he gives notice to the Club Committee of his resignation. A member whose annual membership fee or further subscription is more than 2 months in arrears shall be deemed to have resigned.

- (b) The Club Committee shall have the power to expel a member when, in their opinion, it would not be in the interests of the Club for him to remain a member. There shall be no appeal procedures.
- (c) A member who resigns or is expelled shall not be entitled to claim any, or a share of any, of the Club Property.

## 8 CLUB COMMITTEE

- (a) The Club Officers shall consist of
  - (i) The Club Committee shall consist of the Club Officers and other members.
  - (ii) Each Club Officer and Club Committee Member shall hold office from the date of appointment until the next Annual General Meeting unless otherwise resolved at a Special General Meeting. One person may hold no more than two positions of Club Officer at any time. The Club Committee shall be responsible for the management of all the affairs of the Club. Decisions of the Club Committee shall be made by a simple majority of those attending the Club Committee meeting. The Chairman of the Club Committee meeting shall have a casting vote in the event of a tie. Meetings of the Club Committee shall be chaired by the.....or in his absence the..... . The quorum for the transaction of business of the Club Committee shall be three.
  - (iii) Decisions of the Club Committee of meetings shall be entered into the Minute Book of the Club to be maintained by the Club Secretary.
  - (iv) Any member of the Club Committee may call a meeting of the Club Committee by giving not less than 7 days' notice to all members of the Club Committee. The Club Committee shall hold not less than four meetings a year.
  - (v) An outgoing member of the Club Committee may be re-elected. Any vacancy on the Club Committee which arises between Annual General Meetings shall be filled by a member proposed by one and seconded by another of the remaining Club Committee members and approved by a simple majority of the remaining Club Committee members.
  - (vi) Save as provided for in Rules and Regulations of The Football Association and the Affiliated Association to which the Club is affiliated, the Club Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Club Rules.

## 9 ANNUAL AND SPECIAL GENERAL MEETING

- (a) An Annual General Meeting (AGM) shall be held in each year to:
  - (i) receive a report of the activities of the Club over the previous year
  - (ii) receive a report of the Club's finances over the previous year
  - (iii) elect the members of the Club Committee
  - (iv) consider any other business
- (b) Nominations for election of members as Club Officers or as members of the Club Committee shall be made in writing by the proposer and seconder, both of whom must be existing members of the Club, to the Club Secretary not less than 21 days before the AGM. Notice of any resolution to be proposed at the AGM shall be given in writing to the Club Secretary not less than 21 days before the Meeting.
- (c) A Special General Meeting (SGM) may be called at any time by the Committee and shall be called within 21 days of the receipt by the Club Secretary of a requisition in writing signed by not less than five members stating the purposes for which the



Meeting is required and the resolutions proposed. Business at an SGM may be any business that may be transacted at an AGM.

- (d) The Secretary shall send to each member at his last known address written notice of the date of a General Meeting together with the resolutions to be proposed at least 14 days before the Meeting.
- (e) The quorum for a General Meeting shall be..... .
- (f) The..... , or in his absence a member selected by the Club Committee, shall take the chair. Each member present shall have one vote and resolutions shall be passed by a simple majority. In the event of an equality of votes the Chairman of the Meeting shall have a casting vote.
- (g) The Club Secretary, or in his absence a member of the Club Committee, shall enter Minutes of General Meetings into the Minute Book of the Club.

## 10 CLUB TEAMS

At its first meeting following each AGM the Club Committee shall appoint a Club member to be responsible for each of the Club's football teams. The appointed members shall be responsible for managing the affairs of the team.

The appointed members shall present to the Club Committee at its last meeting prior to an AGM a written report of the activities of the team.

## 11 CLUB FINANCES

- (a) A bank account shall be opened and maintained in the name of the Club (the Club Account). Designated account signatories shall be the Club Chairman, the Club Secretary and the Treasurer. No sum shall be drawn from the Club Account except by cheque signed by two of the three designated signatories. All monies payable to the Club shall be received by the Treasurer and deposited in the Club Account.
- (b) The income and assets of the Club (the Club Property) shall be applied only in furtherance of the objects of the Club.
- (c) The Club Committee shall have power to authorise the payment of remuneration and expenses to any member of the Club and to any other person or persons for services rendered to the Club.
- (d) The Club shall prepare an annual Financial Statement in such form as shall be published by The Football Association from time to time.
- (e) The Club Property, other than the Club Account, shall be vested in not less than two and no more than four custodians, one of whom shall be the Treasurer (the Custodians), who shall deal with the Club Property as directed by decisions of the Club Committee and entry in the Minute Book shall be conclusive evidence of such a decision.
- (f) The Custodians shall be appointed by the Club in a General Meeting and shall hold office until death or resignation unless removed by a resolution passed at a General Meeting.
- (g) On his or her removal or resignation a Custodian shall execute a Conveyance in such form as is published by The Football Association from time to time to a newly-elected Custodian or the existing Custodians as directed by the Club Committee. On the death of a Custodian, any Club Property vested in him shall vest automatically in the surviving Custodians. If there is only one surviving Custodian, a Special General Meeting shall be convened as soon as possible to appoint another Custodian.
- (h) The Custodians shall be entitled to an indemnity out of the Club Property for all expenses and other liabilities reasonably incurred by them in carrying out their duties.

**12 DISSOLUTION**

- (a) A resolution to dissolve the Club shall only be proposed at a General Meeting and shall be carried by a majority of at least three-quarters of the members present.
- (b) The dissolution shall take effect from the date of the resolution and the members of the Club Committee shall be responsible for the winding up of the assets and liabilities of the Club.
- (c) Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be transferred to the parent Association who shall determine how the assets shall be utilised for the benefit of the game.

Alternatively, such assets may be disposed of in such other manner as the members of the Club with the consent of the parent Association shall determine.

APPENDIX B

FA WSL Code of Conduct

## APPENDIX C

### Salary Cap Regulations

#### THE FA WOMEN'S SALARY CAP REGULATIONS

##### 1. PURPOSE, SCOPE AND APPLICATION

- 1.1 The Association has introduced these FA Women's Salary Cap Regulations (the "**Salary Cap Regulations**") in order to help regulate the financial expenditure of each Club participating in the competition currently known as The FA WSL. The overriding purpose of the Salary Cap Regulations is to protect and promote the long-term health and viability of the game of women's football by ensuring that Clubs do not spend too great a percentage of their income on player salaries and to seek to ensure the competitive balance of women's football.
- 1.2 The Salary Cap Regulations shall be deemed to have come into full force and effect on 1 July 2010 (the "**Commencement Date**").
- 1.3 Where breaches of the Salary Cap Regulations (or any subsequent versions thereof) are discovered to have taken place, such breaches will be dealt with by the salary cap regulations that applied at the time of the breach.
- 1.4 The Salary Cap Regulations shall apply to all Participants in The FA WSL and such other persons as determined by The Association from time to time, whether or not such Participant is a citizen of or resident in the United Kingdom. Such Participant shall be deemed to have agreed:
  - 1.4.1 to be bound by and to abide strictly by the Salary Cap Regulations;
  - 1.4.2 to submit to the authority of The Football Association to adopt, apply, amend, monitor and enforce the Salary Cap Regulations;
  - 1.4.3 to provide all requested assistance to The Football Association in the application, monitoring and enforcement of the Salary Cap Regulations, including (without limitation) by cooperating fully with any investigation or proceedings conducted pursuant to the Salary Cap Regulations;
  - 1.4.4 to submit to the jurisdiction of The Football Association (including in relation to any charges brought pursuant to these Salary Cap Regulations and any appeals in connection therewith); and
  - 1.4.5 not to bring any proceedings or claim in any court or other forum that are inconsistent with the foregoing submission to the jurisdiction of The Football Association.
- 1.5 The Football Association may amend the Salary Cap Regulations as it considers appropriate from time to time. All Participants to whom the Salary Cap Regulations apply shall be deemed to be bound by the amended Salary Cap Regulations from that point.

##### 2. INTERPRETATION AND DEFINITIONS

- 2.1 The Salary Cap Regulations are to be interpreted and applied by reference to, and in a manner that advances, their overriding purpose, as detailed in Section 1.1.
- 2.2 Capitalised terms used in these Salary Cap Regulations shall have the meaning given to them in **Schedule 1** to the Salary Cap Regulations or, where not defined therein, in the Rules of The Football Association or these Competition Rules.

##### 3. SALARY CAP REGULATIONS BREACHES

- 3.1 Each Club and all other Participants must ensure that they comply with the following requirements. Any failure to comply with any of the following requirements will constitute a breach of these Salary Cap Regulations:

- 3.1.1 A Club must ensure that no more than **four** Players at any one time are registered with the Club to play in a Salary Cap Relevant Match who have a Salary Cap Value of more than £20,000 (twenty thousand pounds sterling) per player Gross during that Salary Cap Year.
- (a) Section 3.1.1 shall apply whether or not the players in question have played for the Club in a Salary Cap Relevant Match in the Salary Cap Year.
- (b) Each player who has a Salary Cap Value of more than £20,000 Gross during the Salary Cap Year shall be a **"First Tier Player"**.
- 3.1.2 A Club must complete and submit to The Football Association the forms, reports and certificates described in Sections 4.1, 6.1.2 and 7.3 along with any other documents, information, detail, explanation or clarification requested by The Football Association within any such time limits as The Football Association may stipulate.
- 3.1.3 Each Club and/or other Participant must cooperate fully and without delay with any audit or investigation conducted by The Football Association in relation to matters arising under the Salary Cap Regulations.
- (a) This obligation includes (but is not limited to) the obligation to answer fully and without delay any request(s) for information made pursuant to these Salary Cap Regulations.
- 3.1.4 Any information provided to The Football Association by any Club and/or other Participant pursuant to the Salary Cap Regulations must be accurate and complete to the satisfaction of The Football Association.
- 3.2 Any Attempt to commit a breach of any of Sections 3.1.1 to 3.1.4 (inclusive) shall be treated as an actual breach of the relevant Section.
- 3.3 Clubs must ensure that they comply with both Rule C of The Rules of the Association and Rule 8(C) of these Competition Rules at all times. In particular Clubs should ensure that they comply with the following:
- "All payments and/or benefits whatsoever due and/or made to a Player must be set out in a written agreement between the Club and the Player. Any other payments and/or benefits whatsoever due and/or made on behalf of, or in relation to, a Player (not otherwise detailed in the written agreement between the Club and Player) must also be set out in a written agreement, to which the Club shall be a party. In each case a copy of such agreement must be provided to The Association." (Rule C 1(b)(iv) of The Rules of the Association)
- "All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club." (Rule C1(b)(v) of The Rules of the Association)
- "Subject to the below, Non-Contract Players shall only be entitled to be reimbursed expenses actually incurred in relation to their playing for the Club and shall not be entitled to any other payment in relation to their performance for the Club. Such expenses must be in accordance with Rule C2(b)(iii) of The Rules of the Association. The only exception to this rule is in the event that the Club appoints a Non-Contract player as Youth Club Ambassador in accordance with the Club Licence, in which case such player may also be paid a sum in connection with the provisions of services in her role as Youth Club Ambassador." (Rule 8(C) of these Competition Rules)
- Clubs must not allow any payment to be made to or on behalf of a Player in breach of Rule C and/or Rule 8(C) of these Competition Rules. This includes payments or benefits on account of the Player's provision of playing, coaching, development, administration or other services to the Club, including in respect of the Player's

appointment to a role of Ambassador ('Senior Club Ambassador', 'Youth Club Ambassador' and/or 'Development Ambassador') in accordance with the Club Licence during that Salary Cap Year.

- 3.4 Whilst Non-Contract Players may compete in The FA WSL, pursuant to The FA WSL Rules, subject to the remainder of this Section 3.4, such Non-Contract Players are only entitled to be reimbursed expenses. They may not be paid or provided with benefits by or on behalf of a Club. The only exception to this rule is in the event that the Club appoints a Non-Contract player as Youth Club Ambassador in accordance with the Club Licence, in which case such player may also be paid a sum in connection with the provisions of services in her role as Youth Club Ambassador.

#### 4. COMPLETION OF SALARY CAP FORM

- 4.1 Each Club covered by these Salary Cap Regulations must submit to The Football Association, on or before 1 March (or such later date as may be notified by The Football Association from time to time) in each Salary Cap Year a completed version of the Salary Cap Form (attached at **Schedule 2**) for that Salary Cap Year which identifies:
- (a) all Players registered with the Club and registered to play in any Salary Cap Relevant Match during the Salary Cap Year (the **"Salary Cap Players"**), with confirmation of the Salary Cap Value of such players for the relevant Salary Cap Year; and
  - (b) which of the Salary Cap Players are First Tier Players; and
  - (c) the amount being paid to a Youth Club Ambassador who is a Non-Contract Player for her role as Youth Club Ambassador.
- 4.2 Any Club that fails to provide a satisfactory Salary Cap Form to The Football Association by the above date will be reported to the Regulatory Team (as defined in Section 7.1 below) who shall consider whether there is a case to answer for a breach of these Salary Cap Regulations.

#### 5. CALCULATING THE SALARY CAP VALUE OF A PLAYER

- 5.1 The **"Salary Cap Value"** of a Player is the total sum of the Gross payments and other benefits that are paid or payable by a Club or Accrue (or are deemed to Accrue, in accordance with this Section 5) to, on behalf or in relation to the Player in the relevant Salary Cap Year, in accordance with Rule C of The Rules of the Association, Rule (c) of these Competition Rules and Sections 3.3 and 3.4 above, subject to Clause 5.6 and 5.7 below. This includes payments or benefits on account of the Player's provision of playing, coaching, development, administration or other services to the Club, including in respect of the Player's appointment to a role of Ambassador ('Senior Club Ambassador', 'Youth Club Ambassador' and/or 'Development Ambassador') in accordance with the Club Licence during that Salary Cap Year;
- 5.2 Time of Actual Payment, i.e. whether or not a payment is actually made or a benefit is actually provided by the Club to the Player in the relevant Salary Cap, is irrelevant to the calculation of the Salary Cap Value of a Player. Instead, what is relevant is the date when the payment or benefit Accrues to a Player.
- 5.3 For the purposes of calculating the Salary Cap Value of a Player where the Club proposes to register a Player part-way through the Salary Cap Year, The Football Association shall calculate the Salary Cap Value of the Player, in accordance with the usual principles, as if the Player was employed by the Club for the entire Salary Cap Year for the purposes of these Salary Cap Regulations.

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- 5.4 For the avoidance of doubt, where any element of the Salary Cap Value for a Player is to be paid in a foreign currency, the value of such element, for the purposes of these Salary Cap Regulations, shall be converted to Great British Pounds Sterling at Barclays Bank plc's buying rate for that foreign currency at 12.00 noon on the first day of the relevant Salary Cap Year.
- 5.6 Bonuses
- 5.6.1 Appearance Bonuses (meaning bonuses that may Accrue to the Player depending upon the number of Salary Cap Relevant Matches for which she is selected to participate during the Salary Cap Year): For the purposes of calculating the Salary Cap Value of a Player, the deemed Gross value of any appearance bonus provisions will be calculated on the assumption that the Player will participate in 14 Salary Cap Relevant Matches for the Club during the Salary Cap Year;
- 5.6.2 Win Bonuses (meaning bonuses that may Accrue to the Player depending upon the Club's success in any Salary Cap Relevant Matches in which the Player participates during the Salary Cap Year.): For the purposes of calculating the Salary Cap Value of the Player, the deemed Gross value of the win bonus provisions will be calculated on the assumption that the Player will play in 9 winning Salary Cap Relevant Matches for the Club during the Salary Cap Year;
- 5.6.3 Other Bonus Payments (meaning of all other bonus payments that may Accrue to the Player (e.g. goal scoring bonuses) during the Salary Cap Year): The Club shall discuss the bonus payment with The Football Association and The Football Association shall, acting reasonably, determine the deemed Gross value of the bonus provisions for the purposes of calculating the Player's Salary Cap Value.
- 5.7 The following items may be **excluded** in the calculation of the Salary Cap Value of a Player:
- 5.7.1 the Gross value of any share of the official prize money paid by The Football Association to the Club as a result of the Club's performance in The FA WSL competition and/or any share of the official prize money paid by The Football Association to the Club as a result of the Club's performance in any cup competition;
- 5.7.2 the Gross value of any bonus payments that may Accrue to the Player during the Salary Cap Year if she wins any Player-of-the-Match or Player-of-the-Season awards in that Salary Cap Year;
- 5.7.3 where a Club pays a yearly premium to insure against the cost of a Player's medical expenses, such premium will not be included in the calculation of the Salary Cap Value of that Player. However, to the extent that the Club also insures against the cost of medical expenses incurred by any member of the Player's family, partner or other close friends, the premium payable for such cover must be included in the calculation of the Salary Cap Value of that Player.
- 5.8 For the avoidance of doubt, any payment paid to a Player by The Football Association pursuant to any Central Contract or any contract of employment with The FA shall not be included in the Salary Cap Value of a Player.
6. **ONGOING ASSESSMENT OF A CLUB'S SALARY CAP POSITION.**
- 6.1 At any point following submission of the Salary Cap Form for the Salary Cap Year, where a Club wishes to commit itself to any transaction, or to conduct itself (by act or omission) in any manner, which will increase the number of Salary Cap Players for that Salary Cap Year, it must:

- 6.1.1 ensure that such increase will not amount to any breach of these Salary Cap Regulations for that Salary Cap Year; and
- 6.1.2 provide to The Football Association written details of the transaction or conduct, and evidence of the impact that such transaction or conduct has had on the number of Salary Cap Players and First Tier Players registered with the Club. The Football Association may request further additional information or documentation in connection with such transaction.

## 7. MONITORING COMPLIANCE

### A. The Regulatory Team

- 7.1 Monitoring compliance with the Salary Cap Regulations will be the responsibility of The Football Association. The Association will have a “**Regulatory Team**” which will be responsible for overseeing compliance with the Salary Cap Regulations.
- 7.2 In accordance with Section 3.1.3, all Parties must cooperate fully with The Football Association and provide all necessary support and information in connection with these Salary Cap Regulations upon demand, including (without limitation):
  - 7.2.1 making themselves available to be interviewed by any member of the Regulatory Team and cooperating fully with any such interview;
  - 7.2.2 verifying the accuracy (or otherwise) of any information or document provided to any member of the Regulatory Team;
  - 7.2.3 producing such further information and/or documentation as may be requested by any member of the Regulatory Team; and/or
  - 7.2.4 providing the necessary authority (where applicable) to any relevant third party (eg trustees, company directors etc) in order to ensure the production of any further information or relevant documents as may be requested by any member of the Regulatory Team.

### B. Clubs' Reporting Obligations

- 7.3 In addition to its general obligations of cooperation and disclosure set out in Section 3.1.3 and Section 7.2, each Club must complete and submit to The Football Association a Salary Cap Form Certificate (in the form attached at **Schedule 3**) covering the full twelve months of the Salary Cap Year, to be signed by an authorised officer of the Club and received by The Football Association within 30 days of the end of the applicable Salary Cap Year.

### C. Powers of Inquiry of The Association

- 7.4 The Football Association shall have the power to monitor the compliance by Club's and other Participants with these Salary Cap Regulations in accordance with Section 3 above and Rule F of the Rules of the Association. In particular, The Football Association shall be entitled to audit a Club's books and records and/or interview any Participant covered by these Salary Cap Regulations (including any Club Official or Player).

### D. Breach of Salary Cap Regulations

- 7.5 Any breach of these Salary Cap Regulations shall be a breach of the Competition Rules and shall be dealt with by The Football Association accordingly.
- 7.6 Where it is determined by the Regulatory Team that a breach of these Salary Cap Regulations has been committed, it shall report such breach to the Management Committee. The Management Committee shall deal with such breach as considered appropriate by the Management Committee at its discretion. Rule 17 of the Competition Rules shall apply to any decisions of the Management Committee in connection therewith.



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**E. Data Protection**

- 7.7 Any Person who submits information (including personal data) pursuant to the Salary Cap Regulations shall be deemed to have agreed, both pursuant to the Data Protection Act 1998 and otherwise, that such information may be collected, processed and disclosed in accordance with, and for the purposes of the implementation of, these Salary Cap Regulations (and shall ensure that it has all necessary consents from any third parties to whom the data relates to allow such collection, processing and disclosure).

**SCHEDULE 1: DEFINITIONS**

The following terms when used in the Salary Cap Regulations shall have the meaning ascribed to them below:

**Accrue(s):** The moment that a Club becomes liable to make the payment (or provide the benefit) in question, irrespective of whether the payment is actually to be made, or the benefit is actually to be provided, immediately or at some point in the future.

**Attempt:** Purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in a breach of these Salary Cap Regulations.

**Competition Rules:** The FA WSL Competition Rules for each Season, as updated from time to time.

**First Tier Players:** As defined in Section 4.1.

**Gross:** Without deduction of tax or other contributions or levies.

**Management Committee:** Has the meaning set out in the Competition Rules.

**Playing Contract:** A written contract, entered into between a Player and a Club, which sets out the level of salary (and other benefits) to be earned by the Player pursuant to her employment with the Club.

**Regulatory Team:** As defined in Section 7.1.

**Salary Cap Players:** As defined in Section 4.1.

**Salary Cap Relevant Match:** Any first team football fixture played between two Clubs in either: (a) The FA WSL competition (including play-offs); (b) the Women's FA Challenge Cup competition; (c) any FA WSL Cup competition introduced by The Association; or (d) such other fixture as The Association may prospectively determine to be a Salary Cap Relevant Match from time to time.

**Salary Cap Value:** As defined in Section 5.1.

**Salary Cap Year:** The 12-month period from 1 November in one calendar year to 31 October in the following calendar year (inclusive).

SCHEDULE 2: SALARY CAP FORM

SCHEDULE 3: SALARY CAP CERTIFICATE

**APPENDIX D****MEDICAL REQUIREMENTS****Attendance of Medical Personnel**

Each Club must have in attendance a physiotherapist (home and away matches) and Doctor (home matches).

The physiotherapist:

- Must be present for three hours at home Matches (set-up, treatment of players before Match, warm-up and after-Match), and at away Matches for three hours plus travelling time.
- The physiotherapist employed by a Club must:
- Be a Chartered Physiotherapist;
- Be a registered member of the Health Professions Council and the Chartered Society of Physiotherapy; and
- Have the Advanced Emergency Aid qualification: Advanced Resuscitation and Emergency Aid (AREA) or such other qualification as approved by The Football Association.

The Doctor:

- Must be fully registered and licenced to practice by the GMC;
- Has appropriate medical indemnity to treat/advise FA WSL players;
- Has an Advanced Emergency Aid qualification;
- Will be present at all home matches; and
- Preferably has a Diploma or Masters in Sport and Exercise Medicine.

**Club responsibilities/equipment**

- No person other than a Club's physiotherapist and Doctor shall be permitted to treat players on the field of play.
- Clubs to provide emergency sports first-aid equipment for all Matches (to include spinal board, cervical collar, fracture splints, crutches and stretchers as a minimum).

**APPENDIX E****MATTERS RESERVED FOR BOARD SUB-GROUP COMMITTEE**

- Strategic direction of the League and its business
- Amendments to Rules
- Granting and termination of The FA WSL Licence
- Composition of the Competition (including changes to structure and extension of the League, membership of the League, number of clubs, number of divisions, admission of new clubs and removal of existing clubs)
- FA WSL Budget, including FA Club Development Fund
- Approval of sponsorship and commercial agreements for the League
- Issues relating to compliance with national and international anti-doping codes and regulations
- Policy issues relating to the disciplinary and appeals process for the League
- Any other matter as decided by the Board Sub-Group Committee from time to time

## THE FOOTBALL ASSOCIATION PROGRAMME FOR EXCELLENCE (FEMALE) REGULATIONS 2013-14

FA Rule C4 (b) applies to all players within The Football Association Programme for Excellence.

### 1. PURPOSE

The purpose of The Football Association Programme for Excellence is to identify players of outstanding ability and place them in a technical and educational programme designed to produce football excellence in conjunction with personal development.

### 2. SCOPE

Any Club or organisation may not designate any technical or educational programme as a Centre of Excellence unless that Centre of Excellence is licensed by The Football Association under these regulations.

### 3. QUALITY CONTROL

#### 3.1 *Requirements to authorise the award of Licences*

3.1.1 Grant Aid Licence Application - To be submitted annually and to reflect the agreed regulations. The business plan for the licence application is to be made available for review at the request of The Football Association Women's Football Committee.

3.1.2 Monitoring - The Football Association to institute a programme of visits to monitor the regulations.

3.1.3 Reports - Each visit to a Centre of Excellence to be reported and copies of the reports to be available for review on the request of The Football Association Women's Football Committee.

3.1.4 Financial Monitoring – Each Centre will submit an FA cash flow form supported with evidence of spend and copy invoices, twice yearly to The Football Association.

3.1.5 The Football Association Women's Football Committee has the right to refuse/withdraw a Centre's licence with immediate effect.

#### 3.2 *Registration*

3.2.1 The Football Association to be responsible for providing registration forms for the registration of all players at a Centre of Excellence.

3.2.2 Centres may de-register players during the transfer window. Any player who de-registers may only register for another Centre within the December or June transfer window. If a player wishes to leave the Centre outside of this time they can make an appeal to the Football Association.

3.2.3 Age registration to operate from 1st January of each year.

#### 3.3 *Fixtures*

The Football Association is to provide a full regional programme of fixtures for Centres of Excellence.

#### 3.4 *Fees*

Registration fees and Licence fees to be at the discretion of The Football Association.

#### 3.5 *Learning Programme and Support Service*

The Football Association to outline the required learning programme and provide the necessary support service to assist Centres to deliver their programme.

3.5.1 Centres of Excellence are to send a minimum of 1 appropriate representative to all National In-Service training events. Centres are liable for a fine and costs on failure to adhere to this.

### 3.6 *Communication*

The Football Association to provide for parents/carers and players (on any occasion that a player signs a registration form annually) the rules and guidelines relating to Centres of Excellence, with regards to: registration, welfare, educational needs, priority of activities and Respect Codes of Conduct.

This information must be given at dedicated player and parents/carers meeting at the commencement of the annual programme.

### 3.7 *Quality Audit*

The Football Association through its FA Centres of Excellence Committee will evaluate the performance of Centres of Excellence on objective criteria (including academic, tactical, technical and welfare).

## 4. **SAFEGUARDING CHILDREN**

4.1 All staff and volunteers involved at a Centre of Excellence must be registered with the Centre. The register must be kept up to date and no person who is not registered shall have any involvement with the Centre of Excellence. This requirement shall apply to all persons involved at the Centre of Excellence, including coaching, physiotherapy, administration, welfare and ancillary staff and volunteers, talent scouts, drivers etc.

4.2 The register shall be liable to inspection and verification at any time by The Football Association as appropriate.

4.3 All persons in a specified role to work with children and young people at a Centre of Excellence shall be required to be trained in safeguarding children issues at least to include satisfactory completion of The Football Association's Safeguarding Children Workshop and to renew this training every three years.

4.4 One person at each Centre of Excellence shall be designated as having responsibility for safeguarding children issues as part of the promotion of the welfare of children attending the Centre of Excellence and issuing identification to all Centre staff members. All parents/carers and players must be made aware as to whom this person is and how to contact them. They shall be known as the Centre Welfare Officer and, in line with FA affiliation criteria must have attended the Safeguarding Children and Welfare Officer Workshop.

NB – The Protections of Freedom Bill is due to be enacted in 2012 and will have implications that may come into effect during 2013. If so, the Girls' Centre of Excellence Programme will be informed of any new requirements.

## 5. **CRITERIA TO OPERATE A CENTRE OF EXCELLENCE**

Centre of Excellence Licences to be awarded by The Football Association in accordance with regulations laid down by The Football Association, to be renewed annually.

5.1 An organisation may only operate one Centre of Excellence.

5.2 Public liability insurance is required with a minimum of £10m indemnity. A copy of this cover must be submitted to The Football Association with the annual business plan.

Player to player liability is recommended but is not mandatory. The Football Association does not provide Personal Accident Insurance, therefore it is recommended that Centres address this independently through other agencies.

5.3 A written reporting system to be provided to players and parents, twice a year as a minimum. These shall be made available to The Association upon request.

- 5.4 All Centres of Excellence are required to comply in full with The Football Association's Safeguarding Children Policy, Procedures and Regulations. It is essential that all Centres of Excellence have a safeguarding children policy statement and procedures for dealing with concerns about the welfare of a young person that are made available to all staff, volunteers, Parents/Carers and players.
- 5.5 Centres of Excellence must operate at Under 9s (Development Centre only), Under 11s, Under 13s, Under 15s and Under 17 age groups. Centres of Excellence must register the following number of players per age group:
- Under 9: 10 min – 15 max players per year band  
Under 11: 10 min – 15 max players per year band  
Under 13: 12 min – 15 max players per year band  
Under 15: 15 min – 18 max players per year band  
Under 17: 15 min – 18 max players per year band
- 5.6 Each Centre to run for a minimum of 30 weeks, and ideally 36 weeks between the months of July to May.

The major trial period is to be held in the month of June.

#### **Players currently registered at a Centre**

Between the 1st – 31st May every Centre player should be told in writing whether they:

1. Will receive a player agreement to re-sign for their current Centre for the next season if they choose to accept it.
2. Will need to trial to re-secure a place at their current Centre for the next season.
3. Will be released by their current Centre and not be asked to trial for next season.

Players can decide to accept the offer and therefore may or may not decide to trial at another Centre. If they accept the offer, after July 1st they will be registered for the next season with their existing Centre.

Players that want to trial at another Centre will be available to do so from the 1st June.

#### **5.6.1 Player Transfers:**

The Football Association will provide Centres with a 'player agreement' template for all registered Centre of Excellence players.

Player Agreement:

- (a) Every Centre of Excellence player is to be given a minimum of a 1 year agreement or a maximum of a 2 year agreement, subject to FA funding
- (b) A player can only leave the Centre during a transfer window. The transfer window will be a 2 week period in December and a 4 week period in June
- (c) No Centre of Excellence can sign a player from another Centre of Excellence outside of the agreement
- (d) If a player wishes to leave the Centre of Excellence and join another Centre outside of the transfer window, they can make an appeal to The Football Association

- 5.7 Centres must gain permission from the Football Association in order to close the Centre for any period.
- 5.8 An U17 (Year 1) registered Centre of Excellence player may participate in a trial for a maximum of one week for an academic course which is part of an Academy. The trial should take place between 1st February and the end of March in each year. The registered player must not take part in any other Centres of Excellence fixtures during this time.



- 5.9 Centres of Excellence must give seven clear days' notice of approach in writing to the registered youth team with which the trialist plays as per Football Association Rule C2(a).
- 5.10 A Centre may not approach, directly or indirectly, any player registered with another Centre of Excellence from 1st July until 31st May.
- 5.11 Centres are required to clearly outline to parents, players and staff in respect of educational needs, priority, objectives and welfare.
- 5.12 Registered players must receive a minimum of four hours practical training per week. This is in addition to the agreed Saturday programme of fixtures and training.
- 5.13 Centres must adhere to a maximum 90 minutes' travelling time from home to the training ground for all age groups.
- 5.14 A player is not entitled to be coached by a Centre of Excellence or to participate in games, tours or tournaments, unless the player is registered with that Centre or is on trial.

## 6. FACILITIES

- 6.1 The following minimum facilities are required for at least one of the weekly training sessions in the playing season:

- Adequate washing facilities and toilets
- Appropriate size of coaching area per age band
- Rapid Access to qualified medical expertise

U9s, U11s & U13s – one third of an Astro turf/Grass pitch for each group – minimum 50 yards x 30 yards (45m x 27.5m)

It is good practice if the U9s train indoors but not mandatory.

U15s & U17s – one half of an Astro turf/Grass pitch for each age group - minimum 65 yards x 45 yards (60m x 40m)

- 6.2 The following minimum facilities are required for the additional weekly training sessions in the playing season:

- Adequate washing facilities and toilets

- 6.3 The following minimum facilities are required for the fixture programme:

- Adequate washing facilities and toilets
- U11s to play between 4 v 4 to 7 v 7 on a maximum pitch size of 60 yards x 40 yards (55m x 37.5m) using a size 4 ball
- U13s to play 9 v 9 on a maximum pitch size of 80 yards x 50 yards (75m x 45m) using a size 4 ball
- U15s to play 11 v 11 on a maximum pitch size 90 yards x 55 yards (82m x 51m) using a size 5 ball
- U17s to play 11v11 on a maximum pitch size of 100 yards x 60 yards (91m x 56m) using a size 5 ball

## 7. STAFF

- 7.1 *General Requirements*

All coaches registered and FA licensed to coach in Centres of Excellence must by the 1st July of each playing season hold the appropriate qualification to coach at that level, as outlined in the regulations:

- 7.1.1 One UEFA A Licence Technical Director.

The Technical Director must also have attended FA Youth Award Modules 1 and 2. The full Youth Award Assessment must be passed by April 2014.

The Technical Director must be present at all training sessions and attend 50% of all matches.

7.1.2 U17s Head Coach and one Assistant Coach.

Both Head Coach and Assistant Coach to hold the UEFA B and have attended FA Youth Award Module 1 and 2.

U15s Head Coach to hold the UEFA B and to have attended FA Youth Award Module 1 and 2. Assistant Coach to be a minimum Level 2 Certificate in Coaching Football and must have attended FA Youth Award Module 1 and 2.

U13s, U11s, U9s Head Coaches to be a minimum of FA Level 2 Certificate in Coaching Football and have attended FA Youth Award Module 1 and 2. Assistant Coaches to be a minimum of Level 2 Certificate in Coaching Football and must have attended FA Youth Award Module 1 and 2.

The Full Youth Award Assessment must have been passed by April 2015 for all technical coaching positions (excluding GK coaches).

7.1.3 All female coaches Level 2 or above to be mentored through the Technical Director. Any female coaches working towards their UEFA B or above should be registered as part of The FA National Coaches Female Mentoring Programme. The support for female Level 1 coaches is encouraged but only as volunteers at the Centre and they must not coach at any training session until they have the Level 2 award.

7.1.4 The GK coach must hold the minimum of a Level 2 in Goalkeeping Award and must have attended the FA Youth Award Module 1 and 2. Coach to provide a minimum of 1 hour GK specific coaching session per week per age band.

7.1.5 Each Centre of Excellence is to have a Chartered Physiotherapist, or as a minimum a Sports Therapist who is a registered member of the Health Professions Council.

A Chartered Physiotherapist or, as a minimum, a Sports Therapist should be in attendance at every match (home & away) and all training sessions.

7.1.6 The Football Association to provide Centres with a programme of in-service training.

7.1.7 A Centre Manager should be appointed to take responsibility of all administration and organisation duties. The Centre Manager must be present at all fixtures that the Technical Director does not attend. In addition, the Centre Manager must be present at all training sessions. The Centre Manager must not be the same person as the Technical Director.

## 8. CENTRES FOOTBALL

8.1 Players are licensed in three categories as outlined below:

- A International Football and The FA Centres of Excellence Programme
- B All Schools Football
- C Local Youth Leagues including County Representative Matches

Players registered with FA Centres of Excellence will be eligible to play in Category A football. They shall be released to play in County FA and County Schools Under-16 representative competitions provided any such fixture falls on an open weekend.

Players registered with FA Centres of Excellence shall not play in local youth leagues, as it is expected that all girls will be participating in a full fixture programme.

Players NOT registered with a Centre of Excellence will play in Categories B and C only.

It will be the responsibility of the Director of the Centre of Excellence to monitor the number of games in which the player takes part.

The recommended number of games per season is 40. This number falls in line with the Long Term Player Development (LTPD) Strategy that The FA has embraced. This figure has been worked out based on these principles:

The average:

1. number of league, cup and international fixtures
2. length of the season
3. of one game per week

The conclusion and the recommendations based on LTPD guidelines is to prevent overuse, especially in young players, burn-out and encourage longevity and greater practice to match ratios.

## 8.2 *Avoidance of Fixture Conflicts*

It is hoped that conflict will be avoided between Schools, Counties and FA Centres of Excellence football.

Centre of Excellence players should not play more than 1 game in any given weekend.

A national programme of fixtures will be provided by The Football Association and each Centre is asked to provide this information to their County Schools and County FA representatives. This programme will include a number of 'Open Weekends', where priority will be given on those dates to County FA and County Schools Under-16 representative matches.

County Football Associations and The English Schools Football Association will advise, in writing, the dates of their matches to a Centre of Excellence with which the player is registered, no less than 14 days prior to the match. Except in the case of postponed matches, where the rearranged date shall be agreed by mutual consent and preferably during mid-week. This mid-week rearranged date will take priority over a Centre training evening.

## 8.3 FA Centres of Excellence may only play matches against other Centres of Excellence.

In exceptional circumstances a Centre may apply to The Football Association for permission (by written request) to play against another organisation outside of the Excellence programme.

## 8.4 Once a player has been identified by a Centre of Excellence member of staff as having potential to be in a Centre, the member of staff must inform the Centre Manager.

8.4.1 The Centre of Excellence must give seven clear days' notice of approach in writing.

8.4.2 Players, including registered players and trialists, must only play one match in one day. Centres may include no more than two players from one junior team and no more than four in total on a trial basis in any one match. The normal trial period shall be regarded as four matches after which players should either become signed to the Centre or released.

## 8.5 The Centres of Excellence should offer the following:

- U9s to play 4v4 in a festival format a maximum of 3 times per season
- U11s to play between 4v4 to 7v7 on a maximum pitch size of 60 yards x 40 yards (55m x 37.5m)
- U13s to play 9v9 on a maximum pitch size of 80 yards x 50 yards (75m x 45m)
- U15s to play 11v11 on a maximum pitch size of 90 yards x 55 yards (82m x 51m)
- U17s to play 11v11 on a maximum pitch size of 100 yards x 60 yards (91m x 56m)

## 8.6 Matches for Under 9, Under 11, Under 13 and Under 15:

- to be organised as coached games and must be played in at least three periods
- the host club to be responsible for appointing qualified match officials

- a qualified Chartered Physiotherapist or a minimum of a Sports Therapist to be in attendance
- to have repeat substitutions
- to have footballs and pitches of appropriate size
- to have no results published
- to be played on a “friendly” basis, i.e. no competitions
- Under 9s may only play in school holiday periods – not on weekends or at any other time where a fixture would clash with their club football

#### 8.6.1 Matches for Under-17:

- to be organised as coached games and can be played as per FA Regulations for the 11- a-side game
- the host club to be responsible for appointing qualified match officials.
- a Chartered Physiotherapist or as a minimum a Sports Therapist to be in attendance
- to have repeat substitutions
- to have footballs and pitches of appropriate size
- to play in a regional league
- to compete in a national cup

#### 8.6.2 Matches for 16 Year Olds:

- 16 year old players that are still registered with a Centre and want to play senior football should only play one fixture per weekend whilst still registered at the Centre. Centre fixtures must take priority over senior fixtures unless written permission is given by The Football Association.

#### 8.6.3 Respect

- To adopt all 'Respect League' processes at each age group at every game.

#### 8.6.4 Players playing up and down

- Only GK's may play down one age group, where they have obtained permission from The Football Association to do so. No other player is allowed to play down an age group
- Centres wishing to play a player up an age group should seek permission from The Football Association to do so. Analysis will be undertaken on the player before a decision whether or not to grant permission is made. This should be used to further enhance the development of the player long term.

#### 8.7 Information to be kept by each Centre:

- details of each match played
- date
- venue
- names of all participating players

#### 8.8 Players who are cautioned or dismissed from the field of play will be reported directly to appropriate County Football Association and the English Schools Football Association.

### 9. GRIEVANCE PROCEDURES

In the event of a player, parent /carer or member of staff having a grievance against a Centre of Excellence or employee of that Centre which is FA licensed.

The grievance should be made in or reduced to writing to the Centre Manager in the first instance. An outline of the grievance should be forwarded to the Centre Manager in an envelope marked confidential stating the nature of the grievance and the player's full name.

In the event of the grievance being against the Centre Manager the outline of grievance should be forwarded to the employing body.

The grievance shall be investigated by the Centre Manager or employing body and following the investigation the findings shall be reported to the person lodging the grievance in writing within seven days of the investigation.

If the player is not satisfied with the outcome of the grievance procedure, then an appeal may be made to The Football Association.

10. Any concern about the welfare of a young player will be managed in line with The FAs Safeguarding Children Policy and Procedures. It is essential that staff recognise it is not their responsibility to decide if abuse is happening but to refer any such concern on for other specialist professionals to manage. If any staff member is concerned about the way a concern is being managed they may make use of the FAs Whistle Blowing Policy which is stated below.

#### Whistle-Blowing

Whistle-Blowing is an early warning system. It is about revealing and raising concerns over misconduct or malpractice within an organisation or within an independent structure associated with it.

Any adult or young person with concerns about a colleague can also use whistle-blowing by contacting The FA Case Management Team on 0844 980 8200 Ex.6401. Alternatively you can go direct to the Police or Children's Social Care and report your concerns there.

**The Youth Development Rules can be accessed on The FA's website at [www.TheFA.com/YouthDevelopmentRules](http://www.TheFA.com/YouthDevelopmentRules)**

NOTES

## REGULATIONS RELATING TO ADVERTISING ON THE CLOTHING OF PLAYERS, CLUB OFFICIALS AND MATCH OFFICIALS

### Introduction

These Regulations are made pursuant to FA Rule J2 and The Football Association's Regulation's for the Registration and Control of Referees.

All references to a club or clubs in these Regulations include any team, whether or not part of a club. Clubs participating in International competitions must also comply with all relevant regulations of FIFA, UEFA and other Confederations.

It is recommended that clubs and football boot and clothing manufacturers seeking clarification of any of the regulations do so by referring to the specific competition rules and The Football Association.

We would encourage clubs and football boot and clothing manufacturers to seek feedback at the earliest possible time, in relation to designs and advertising from The Football Association and their specific competition. Clubs and manufacturers are reminded to obtain the necessary permissions before manufacture.

The Football Association have produced an on-line version of these regulations providing a practical guide on how to apply these formal regulations. This can be found at [www.TheFA.com/football-rules-governance/more/kitadvertising](http://www.TheFA.com/football-rules-governance/more/kitadvertising)

### Definitions and Interpretation

**"Advertising"** means any designation, message, logo, trademark, name or emblem of any nature.

**"Clothing"** means the Match clothing of a Player, Club or Match Official and shall include without limitation shirts, shorts, socks, undershorts, t-shirts (or any other item of clothing worn under the shirt), sweat-bands, headbands, caps, tracksuits, gloves, waterproofs, sweat tops, sock tie-ups. Also, any outer garments worn by substitutes and Club Officials in the Technical Area at any time. Save where stated to the contrary, football boots are not considered as clothing.

**"Clothing manufacturer"** means any undertaking that carries out the business of the manufacture or licensing of football clothing and has been appointed by the Club concerned to supply the clothing.

**"Club Officials"** in these Regulations includes any Club Official as defined in the Rules who has team duties such as managers, coaches, physiotherapists, and doctors and includes any person who takes up a position in the Technical Area at any time during a Match

**"Football boots"** means any footwear worn during the period of a Match by a Player or Match Official.

*[Note: In calculating the area of any advertising referred to in these Regulations, the usual mathematical formula will be used, and any outlines or box surrounds of the relevant designation, message, name, logo, emblem or mark, and all included space, shall be considered as part of the area of advertising. Please see the examples set out at the back of the Kit and Advertising regulations booklet. If any further guidance is needed, or a copy of the booklet, please contact Sue Ball at The FA – [sue.ball@thefa.com](mailto:sue.ball@thefa.com)]*

### A. GENERAL

1. Save as set out in these Regulations, advertising on clothing and football boots is prohibited during the period of a Match. This applies to Players, including substitutes, any others in the Technical Area, including Club Officials and to Match Officials. The rules of an Affiliated Association or Competition may provide that for matches under their jurisdiction a Club is obliged to obtain permission for any of the advertising listed in Section C below, subject always to these Regulations. Clubs must seek the permission of the Competition organiser in order to wear any items of clothing during any pre-match warm-up bearing a slogan or

message not otherwise covered by these regulations eg a message of support regarding an ill team-mate.

2. Where the rules of an Affiliated Association or Competition require a Club to obtain permission under A(1), a new application for permission must be made to the appropriate body each time it is proposed to amend the advertising. Subject to the provisions of Section B2 and Section C(5) below, or any relevant provisions of the appropriate Competition, there is no restriction on the number of such applications that may be made during the course of each season.
3. Disciplinary action in accordance with the Rules may be taken against a Club, Player, Club Official or Match Official for any breach of these Regulations.
4. The appearance on, or incorporation in, any item of clothing (including football boots) of any distasteful, threatening, abusive, indecent, insulting, discriminatory or otherwise ethically or morally offensive message, or any political message, is prohibited. The advertising of tobacco products is prohibited.
5. A Club shall observe all recognised advertising standards and in particular those of the Advertising Standards Authority.
6. Advertising entailing the use of numerals is permitted only if such numerals clearly form part of the advertising and cannot in any way be confused with Players' shirt numbers.
7. No colour or design may be used in advertising that might create problems of identification for Match Officials and/or opponents. The colour and design of the clothing of opponents, goalkeepers and match officials must be taken into account.
8. Without limiting the effect of the above, in the case of a team comprising players all under the age of 18 years on 31 August in the current season, the appearance on or incorporation in any item of clothing of any reference whatsoever to a product, service or other activity which is considered by The Football Association as detrimental to the welfare, health or general interest of young persons, or is otherwise considered inappropriate, having regard to the age of the players, is prohibited.  
  
It is the view of The Football Association that examples of such products, services or related activities would include, but are not limited to, alcohol and gambling. Generally, reference to a public house or restaurant may be permissible, unless the establishment primarily or exclusively exists for the supply and consumption of alcohol (which is likely to be reflected in its alcohol licensing conditions). Alcoholic drinks, breweries and products, services or activities related to gambling are unlikely to be permissible under any circumstances.  
  
Prior to entering into any contractual agreement with a product, activity or service that may be considered to be detrimental or inappropriate to young persons, clubs should contact The Football Association to seek approval.
9. Any issues arising in relation to the interpretation or effect of these Regulations shall be referred to The Football Association for its determination, which shall be final and binding (subject to provisions relating to Match Officials).
10. A Club shall supply on demand to The Football Association any item of clothing for consideration as to whether it complies with these Regulations.

**B. PERMITTED ADVERTISING (not relating to sponsors)**

The following advertising is permitted:

**1. Club emblem and name**

(i) *On football boots*

The officially designated Club emblem (or part thereof), name, initials, nickname or a trademark registered by the Club, or a combination of such, may appear without restriction.



(ii) *On all other Clothing*

The officially designated Club emblem (or part thereof), name, initials, nickname or a trademark by the Club, or a combination of such, may appear:

- (a) once only on the front of the shirt, providing it does not exceed an area of 100 square centimetres; and
- (b) once only anywhere on the shorts providing it does not exceed an area of 50 square centimetres; and
- (c) once only on each sock providing it does not exceed an area of 50 square centimetres.

An additional officially designated Club emblem (or part thereof), name, initials, nickname or a trademark registered by the Club, or a combination of such, may appear on each sock or on any cap worn by a goalkeeper providing it does not exceed an area of 50 square centimetres and, where it appears on a sock, is covered when a football boot is worn.

- (d) once only on each sock tie-up providing it does not exceed an area of 100 square centimetres. The sock tie-up may show the Player's name, Player's squad number, Competition name, sponsor designation and date of match or any combination of the same. Clubs must receive the approval of the Competition for the use of sock tie-ups.

The officially designated Club emblem (or part thereof), name, initials, nickname, a trademark registered by the Club or web site address, may appear once only on the collar or collar zone of a shirt and/or tracksuit, provided such does not exceed an area of 12 square centimetres.

- (e) The club may incorporate one of its types of club identification or parts thereof, in jacquard weave form, as tonal print or by embossing the shirt and/or shorts. There is no limitation as to the number, size and positioning of the type of club identification chosen.

The design of such jacquard weave may also be the names of individuals (eg club supporter) providing each is limited to 20 square centimetres, with unlimited repeats being acceptable. Clubs must receive the approval of the Competition to apply the names of individuals into a jacquard weave or similar technique.

The jacquard weave must be incorporated in the main colour and/or in one of the minor colours. It must not dominate, contain a contrasting colour, or affect the distinctiveness of the kit.

2. **Clothing Manufacturer**(i) *On football boots*

The established mark, logo, name or model/style of football boots or their manufacturer, or a combination of the same, may appear without restriction.

(ii) *On all other Clothing*

The established mark, logo or name of a clothing manufacturer, or a combination of the same, may appear once only:

- (a) on the shirt and on the shorts provided it is an area no greater than 20 square centimetres:
- (b) on each of a goalkeeper's gloves, and on a goalkeeper's cap, provided such does not exceed an area of 25 square centimetres.
- (c) on each of an outfield player's gloves provided such does not exceed an area of 20 square centimetres.

- (d) on the front and back of any t-shirt or any other item of clothing worn under the shirt provided such does not exceed an area of 20 square centimetres and this is not visible outside the playing shirts during the period of the Match.
- (e) on undershorts worn under playing shorts provided such does not exceed an area of 20 square centimetres and this is not visible outside the playing shorts during the period of the Match.
- (f)
  - (i) The established mark, logo or name of a clothing manufacturer, or a combination of the same, may also appear up to twice on each sock between the top edge and the ankle, provided that it is an area no greater than 20 square centimetres for such mark, logo or name (or combination thereof) where it appears once on each sock or 10 square centimetres where it appears twice on each sock. It may be incorporated into the design of the socks, but must be limited to 10 square centimetres repeats and must be restricted to any turn-over on the socks.
  - (ii) An additional established mark, logo or name of a clothing manufacturer, or a combination of the same, may appear once only on each sock providing it does not exceed an area of 50 square centimetres and it is not visible when wearing a football boot.
- (g)
  - (i) An additional established mark, logo or name of the clothing manufacturer may be used once or repeatedly on either/or both sleeves as part of the design on the trim or taping of shirts, shorts and socks. Such trim or taping shall be limited to down the outer seam of the shirt (armhole to the bottom of the shirt), or the length of the sleeve (neck to cuff), or across the bottom of each sleeve (cuffs) and to the bottom edge of the shorts or down the outer seam of the shorts and across the top edge of the socks.
  - (ii) The mark, logo or name of the clothing manufacturer which appears once or repeatedly, as part of the design on the trim or taping of the shirts, shorts and socks shall be restricted to a maximum width of 10cm on the shirts and shorts and to a maximum width of 5cm on brand-new (unworn) socks.
- (h) The same established mark, logo or name or combination must appear on all clothing of all Players and Club Officials wherever such advertising appears. Once submitted to and approved by a Competition, the established mark, logo or name or combination on players' and club officials' clothing may not be modified during the course of that season, without the approval of the Competition.
- (i) In addition to the club identification, the manufacturer may incorporate one of its types of identification in jacquard weave form or by embossing in the shirt and/or shorts. The type of manufacturer identification chosen must not exceed 20 square centimetres. There is no limitation as to the number and positioning of the type of manufacturer identification chosen.

The jacquard weave must be incorporated in the main colour and/or one of the minor colours. It must neither dominate nor affect the distinctiveness of the kit.

### 3. Product marks and seals of quality

(i) *On football boots*

The official licensing product mark or seal of quality is permitted on the outside of football boots without restriction.

(ii) *On all other Clothing*

An official licensing product mark or seal of quality is permitted on the outside of the clothing only if Competition rules so allow. When placed on a shirt, such mark or seal may not exceed 10 square centimetres in size and shall be placed on an area which is hidden when the shirt is tucked inside the shorts.

A second, smaller licensing mark or seal of quality is allowed on the shirt which must not exceed 5 square centimetres and must be placed along the torso outer seam. In addition to any licensing product mark(s) or seal(s) of quality which may appear on the shirt, such a mark or seal is permitted on the shorts. It may not exceed 5 square centimetres.

### 4. Numbers

(i) *On football boots*

A Player's shirt number may appear on his boots without restriction.

(ii) *On all other Clothing*

Where the Competition rules require a number on the back of the shirt, it should be clearly legible and positioned in the centre of the back of the shirt.

The number should be between 20 cm and 35 cm in height with provision for each competition to set specific criteria.

A number may also appear on the front of the shorts which must correspond with the number on the shirt.

The number should be between 10 cm and 15 cm in height with provision for each competition to set specific criteria.

The officially designated logo or name of the Competition or combination of the same may appear once only on each of the player's shirt numbers providing the logo, name or combination does not exceed an area of 20 square centimetres. No other advertising or any other marking is allowed on players' shirt numbers.

### 5. Players Names and Personalisation

(i) *On football boots*

A Player's name, including any appropriate nickname or initials, may appear on that Player's boots without restriction. Other names, places, appropriate nicknames or numbers of personal significance to that Player (e.g. the name or birthday of a family member, or the number of playing appearances made) may also appear on that Player's boots without restriction.

(ii) *On all other Clothing*

The name of a player may appear on the back of shirts or tracksuits only if Competition rules so permit. The height of the lettering must not be greater than 7.5 centimetres.

### 6. Other Logos

(i) *On football boots*

Except as permitted by paragraphs 1 – 5 above, the appearance of any logo of any description on a Player's football boots is prohibited.

- (ii) *On goalkeeper gloves*  
A goalkeeper's name, including any appropriate nickname or initials, may appear on the goalkeeper's gloves providing such name etc does not exceed an area of 20 square centimetres.
- (iii) *On all other Clothing*
- (a) The officially designated logo or name of an Affiliated Association or Competition may appear once only on each sleeve of shirts, provided Affiliated Associations or Competition rules so permit. Such mark must appear between the shoulder seam and the elbow and must not exceed 100 square centimetres.
- (b) The officially designated logo, name of any awards or titles won in previous seasons or commemorative occasions (which may include any match details eg date, venue, opponents) may appear on shirts, provided such does not exceed an area of 100 square centimetres and permission has been granted from the Competition in which the kit is to be worn.
- (c) The national flag may appear once only on each sleeve of the playing shirt provided that Affiliated Associations and competition rules so permit and that it does not exceed an area of 25 square centimetres.
- (d) The officially designated name, logo or emblem of a registered charity may appear once only on shirts, provided that such name, logo or emblem does not exceed an area of 100 square centimetres. Alternatively, such a charity name, logo or emblem may appear on shirts in the space reserved for the main club sponsor, either alone or in combination with a club sponsor logo, provided that a total area of 200 square centimetres is not exceeded.
- Before any such charity name, logo or emblem is used on a kit, permission must be granted from the Competition in which the kit is to be worn. Such permission may only be granted on a maximum of three occasions in any one season.

## C. SPONSOR DESIGNATIONS

- (i) *On football boots*  
Except as permitted by paragraphs 1 – 5 above, the appearance of any advertising of any description, including sponsors' designations, on a Player's football boots is prohibited.
- (ii) *On all other Clothing*  
No sponsor advertising is permitted anywhere on the clothing of a Player on the field of play during a match except as provided for in this part C.

The following advertising is permitted:

### 1. Playing kit

- (a) On the clothing of a Player on the field of play, the following areas shall be permitted to be used for advertising
- One single area not exceeding 200 square centimetres on the front of the shirt
  - One single area not exceeding 100 square centimetres on the back of the shirt; and
  - One single area not exceeding 100 square centimetres on the back of the shorts.

- Once only on each sock tie-up providing it does not exceed an area of 100 square centimetres.

In the event that a Club or Competition elects to have an area of sponsor advertising only on the front of the shirt, and on no other item of playing kit, that area may be increased to a maximum of 250 square centimetres if approved by the Competition.

One or more company may be advertised and, in respect of any one company, one or more of its products. The same advertising must appear in the same form on the clothing of all Players and Club Officials, wherever such advertising appears, throughout the entirety of the match.

- (b) Any advertising under C(1) must be clearly separated from the items described in B above.

## 2. Tracksuits and other clothing in the Technical Area

- (a) Advertising may appear on tracksuits, and other items of clothing other than the clothing of a Player, on the field of play during a match in accordance with the size and locations set out in C1.

The advertising carried on the tracksuits and other clothing worn by Players and Club Officials in the Technical Area can be either:

- (i) the same sponsor(s) as worn on the playing kit (home or away strips)
- (ii) be additional to the sponsors as worn on the playing kit
- (iii) a single sponsor that is an official partner of the relevant competition

- 3. Clubs may conclude sponsorship arrangements with different companies in respect of advertising permitted under C(1) above for both their 'home' and 'away' strips. Where Competition rules allow for a third strip to be worn, this may carry advertising as worn on either the "home" or "away" shirt. The third strip may carry an alternative sponsor advertisement with the permission of the Competition. The advertising must appear in the same form on the clothing of all Players and Club Officials wherever such advertising appears, throughout the entirety of the match.
- 4. Where a non-member Club wishes to include the name of a sponsor in its Club title, consent must be received in advance from the relevant Affiliated Association and where such consent is given, advertising on behalf of one company only shall be carried on the Club's match shirts, irrespective of the provisions of B (4) and C (1) above. No Full Member Club or Associate Member Club may include the name of a sponsor in its Club title without the consent of The Football Association.
- 5. No Club in Membership of the Football Conference, the Isthmian League, Northern Premier League or Southern Football League may include the name of a sponsor in its Club title without the consent of the competition and, in the case of a Full Member Club or Associate Member Club, the consent of The Football Association.
- 6. Clubs with more than one team may conclude separate shirt advertising agreements on behalf of each team.

**D. MATCH OFFICIALS**

No advertising of any nature, save as set out below, is permitted on Match Officials' clothing or football boots without the consent of The Football Association.

The following advertising is permitted:

1. The mark, logo or name of a clothing manufacturer or a combination of the same, may appear:
  - (a) once only on the shirt provided it is an area no greater than 20 square centimetres.
  - (b) once only on the shorts provided it is an area no greater than 12 square centimetres.
  - (c) incorporated into the design of the socks, but must be limited to an area no greater than 12 square centimetres.

**2. Jacquard Weave**

A jacquard weave or similar technique such as embossing shall be allowed providing each is limited to 20 square centimetres, with unlimited repeats being acceptable. The design of such jacquard weave may be the manufacturer's mark, logo or name. The jacquard weave shading shall be restricted to two shades differing from the base colour, using a standard Pantone reference manual.

**3. Sponsor Advertising**

Sponsor Advertising in accordance with FIFA Equipment Regulations is permitted only on shirt sleeves and the total surface area of the advertising shall not exceed 200 square centimetres. Any sponsorship contract must be made between the sponsor and The Football Association. Individual Affiliated Associations or Leagues are not permitted to enter into sponsorship contracts.

**4. Badges**

Match kit shirts may carry the recognised badge of the appropriate Competition once only, which must be on either site of the breast pocket. This badge must not exceed an area of 20 square centimetres and, where it contains the established trademark, trade name or logo of a sponsor of the Competition, must be approved by The Football Association in advance.

In addition to the recognised competition badge the match kit shirt may carry once only on either site of the breast pocket an officially designated badge of FIFA, The Football Association, the relevant Affiliated Association or the Referees' Association (where relevant).

**5. Sock Tie-Up**

Each sock tie-up may show the name and/or badge of appropriate Affiliated Association or the Referees' Association providing it does not exceed an area of 100 square centimetres.

No advertising is allowed.

## THE FOOTBALL ASSOCIATION EQUALITY POLICY

The FA is responsible for setting the standards and values to apply throughout football at every level. Football is for everyone; it belongs to, and should be enjoyed by, anyone who wants to participate in it.

The aim of this policy is to ensure that everyone is treated fairly and with respect and that The FA is equally accessible to all.

All Participants should abide and adhere to this Policy and to the requirements of the Equality Act 2010.

The FA's commitment is to promote inclusion and to confront and eliminate discrimination whether by reason of age, gender, gender reassignment, sexual orientation, marital status or civil partnership race, nationality, ethnic origin, colour, religion or belief, ability or disability, pregnancy and maternity and to encourage equal opportunities.

This Policy is fully supported by the Board of The FA and the Director of Football Governance and Regulation is responsible for the implementation of this policy.

The FA will ensure that it treats people fairly and with respect and that it will provide access and opportunities for all members of the community to take part in, and enjoy, its activities.

The FA will not tolerate harassment, bullying, abuse or victimisation of a Participant, which for the purposes of this Policy and the actions and sanction applicable is regarded as discrimination, whether physical or verbal. The FA will work to ensure that such behaviour is met with appropriate action in whatever context it occurs.

The FA commits itself to the immediate investigation of any allegation, when it is brought to their attention, of discrimination and where such is found to be the case, The FA will require that the practice stop and impose sanctions as appropriate.

The FA is committed to inclusion and anti-discrimination and raising awareness and educating, investigating concerns and applying relevant and proportionate sanctions, campaigning, achieving independently verified equality standards, widening diversity and representation and promoting diverse role models are all key actions to promote inclusion and eradicate discrimination within football.

March 2013

## THE ASSOCIATION'S SAFEGUARDING CHILDREN POLICY

Every child or young person who plays or participates in football should be able to take part in an enjoyable and safe environment and be protected from abuse. This is the responsibility of every adult involved in football, thus every club is required to endorse and adhere to The Association's Safeguarding Children policy.

The FA recognises its responsibility to safeguard the welfare of children and young people who play or participate in football by protecting them from abuse and harm. The FA is committed to working to provide a safe environment for all children and young people to participate in the sport to the best of their abilities for as long as they choose to do so.

The FA recognises that the terms 'child or young person', 'abuse' and 'harm' are open to interpretation and challenge but for the purpose of this Safeguarding Children policy they are defined as follows:

A **child or young person** shall be defined as:

'anyone who has not yet reached their 18th birthday.'

**Abuse** shall be defined as:

'a violation of an individual's human or civil rights by any other person or persons and, for the purposes of safeguarding children, shall include physical abuse, emotional abuse, sexual abuse, neglect and bullying.'

**Harm** shall be defined as:

'ill treatment and forms of ill treatment (including sexual abuse and forms of ill-treatment which are not physical) and also the impairment of or an avoidable deterioration in physical or mental health and the impairment of physical, intellectual, emotional, social or behavioural development.'

'**Harm**' may be caused by acts of commission and acts of omission.

The Safeguarding Children Policy is supported by The FA's **Respect** programme to address verbal abuse and bullying of youngsters by parents and coaches on the sidelines. The Association's Safeguarding Children Policy principles are that:

- The child's welfare is, and must always be, the paramount consideration;
- All children and young people have a right to be protected from abuse regardless of their age, gender, disability, culture, language, racial origin, faith or sexual orientation;
- All suspicions and allegations of abuse will be taken seriously and responded to swiftly and appropriately; and
- Working in partnership with other organisations, children and young people and their parents and carers is essential.

The FA is committed to working in partnership with the Police, Children's Services Departments, Local Safeguarding Children's Boards (LSCB) and the Disclosure and Barring Service (DBS) in accordance with their procedures. This is essential to enable these organisations to carry out their statutory duties to investigate concerns and protect all children and young people.

The Association's Safeguarding Children Policy is in response to government legislation and guidance, developed to safeguard the welfare and development of children and young people.

Clubs and leagues with youth teams must appoint a welfare officer in line with FA affiliation requirements.

All League and Club Welfare Officers are expected to abide by the Code of Conduct for volunteer Welfare Officers.



**A CODE OF CONDUCT FOR VOLUNTEER WELFARE OFFICERS**

The role of the Welfare Officers is to:

1. Be clear about the club's/league's responsibilities when running activities for children and young people
2. Help those actively involved with children and young people understand what their duty of care means on a day to day basis

As a Welfare Officer they will act as a role model to others in accordance with the roles and responsibilities of their position, in line with FA Rules and Regulations, the Respect codes of conduct for officials and the laws of the game.

In fulfilling the role they accept that within the role of Welfare Officer they will:

- Be child centred at all times and promote a fun safe environment for children and young people
- Follow all of the FA's policies and in particular procedures for reporting safeguarding concerns including discrimination
- Act appropriately in all situations brought to their attention
- Champion Best Practice within their club/league
- Communicate and positively engage with the CFA WO on all poor practice/safeguarding matters brought to the attention of CFA /The FA
- Attend meetings as reasonably required by the club committee, youth league and CFA
- Manage and deal with poor practice issues in an appropriate and timely manner
- Ensure appropriate levels of confidentiality and data security are maintained at all times
- Implement and manage a responsible recruitment process in line with The FA's policy and procedures
- Attend continued personal development (CPD) opportunities as offered by their CFA and show a commitment to keeping their training up to date

If they do not follow the above code any/all of the following actions may be undertaken by their Club, League, County FA or The FA (This is not an exhaustive list):

- Required to meet with the club/league committee, YLWO or CFA WO
- Required to follow an action plan monitored by the YLWO/CFA WO
- Required to complete an FA education course
- Suspended by the Club/league
- Fined or suspended by the County FA
- Required to leave the Club/League they represent
- Removed from role by the Club/League/County FA/The FA

On appointment, all League and Club Welfare Officers agree to uphold the Code of Conduct for Welfare Officers and understand the actions that may be taken should they fail to act in accordance with the Code. In agreeing to fulfil the role they confirm that they meet the criteria outlined within The FAs Suitability Checklist for YLWO/CWOs.

**B WELFARE OFFICER PERSON SPECIFICATION AND SUITABILITY CHECKLIST****1. Person Specification**

## Essential

- Experience of dealing or working with young people
- Knowledge and understanding of safeguarding children issues<sup>1</sup>
- A good communicator in a variety of situations with people from diverse backgrounds
- Committed to and ability to abide by The FA Rules and Regulations and promote The FAs Respect programme and safeguarding children education
- Empathy when dealing with individuals, sometimes in demanding situations
- Ability to listen and assess situations fairly
- Ability to handle confidential information sensitively and with integrity
- Reasonable level of administration experience and how to deal with confidential documentation
- Willingness to attend any in-service training facilitated by either The FA or the local County FA

## Desirable

- Knowledge and understanding of grassroots football
- Access to the internet
- Ability to use Emails

**2. Suitability Checklist**

## Essential

- Willing and able to provide relevant current references
- Previous experience of dealing or working with children
- Knowledge of and positive attitudes to equal opportunities
- Commitment to treat all children as individuals and with equal concern
- Physical health – appropriate to carry out tasks
- Integrity and flexibility
- At least 18 years of age
- Completion of The Association's Criminal Records Checks (CRC) process and acceptance by The Association of the outcome
- Understanding of the need for confidentiality when dealing with issues
- Reasonable level of administration experience and how to deal with confidential documentation
- Completion of The FAs Safeguarding Children Workshop and Welfare Officer Workshop
- Willingness to update skills and knowledge and attend in-service training facilitated by The FA or the local County FA
- Has signed up to and agree to abide by the Code of Conduct for volunteer Welfare Officers

## Desirable

- Knowledge of child protection issues
- Knowledge of safeguarding children legislation
- Relevant football knowledge/understanding

**NB** If anyone is known to be unsuitable to work with children his/her application should be refused by the Club/League. If in any doubt about an applicant contact your County FA Welfare Officer.

#### **More Information and Footnote References**

If you need any further advice or information please contact your County FA Welfare Officer who will be happy to help you. More information about the role of the welfare officer is available on [www.thefa.com/football-rules-governance/safeguarding](http://www.thefa.com/football-rules-governance/safeguarding) and clicking on Welfare Officer FAQs under the Welfare Officer section and also on the Respect pages under 'My Role' simply click on Welfare Officer.

- 1 This can be gained through The FA's Safeguarding Children Education Programme; see [www.thefa.com/football-rules-governance/safeguarding](http://www.thefa.com/football-rules-governance/safeguarding) for further information or speak to your County FA Welfare Officer.
- 2 The Association's Policy on CRCs has been amended in light of the Safeguarding Vulnerable Groups Act 2006 and the Protection of Freedoms Act 2012. For more information please visit [www.thefa.com/football-rules-governance/safeguarding/criminal-records-checks](http://www.thefa.com/football-rules-governance/safeguarding/criminal-records-checks) or e-mail [FAchecks@thefa.com](mailto:FAchecks@thefa.com) or call 0845 210 8080.
- 3 Some people with a history of offending can still be considered for roles in football that involve children. For more information please visit [www.thefa.com/football-rules-governance/safeguarding/criminal-records-checks](http://www.thefa.com/football-rules-governance/safeguarding/criminal-records-checks) or e-mail [FAchecks@thefa.com](mailto:FAchecks@thefa.com) or call 0845 210 8080.

The Football Association reserves the right to refuse to accept any individual as a Welfare Officer where there is significant information held by The FA or County Association to suggest that they do not meet the suitability criteria provided.

## THE ASSOCIATION'S SAFEGUARDING CHILDREN REGULATIONS

### PREAMBLE

This Preamble is provided for guidance. If there is any inconsistency between the Preamble and the operative parts of the Safeguarding Children Regulations below, the operative parts shall prevail.

As set out in The Football Association's Safeguarding Children Policy, The Association is committed to safeguarding children within football and has Case Management procedures in place to assess the suitability of individuals to be involved with children in football.

In assessing that suitability, children's welfare is the paramount consideration.

Towards this, The Association has the power under the Safeguarding Children Regulations to issue an order where any one or more of the following applies:

- (i) The individual fails to comply with any part of The Association's Criminal Records Check (CRC) process;
- (ii) The individual has been barred by the Independent Safeguarding Authority (ISA) or the Disclosure and Barring Service (DBS) from engaging in regulated activity relating to children;
- (iii) The individual has been disqualified from working with children under the Criminal Justice and Court Services Act 2000;
- (iv) The individual is subject to any other restriction on their involvement with children not within (ii) or (iii) made pursuant to statute;
- (v) The individual has been convicted of, or made the subject of a caution for, an "Offence" defined in Regulation 1.1; or
- (vi) Following a risk assessment, The Association is satisfied that the individual poses or may pose a risk of harm to children.

### GENERAL

- 1.1 In these Regulations the expression "Offence" shall mean any one or more of the offences contained in the Schedules of the Criminal Justice and Court Services Act 2000 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to a child or children.
- 1.2 The Safeguarding Review Panel shall determine its own procedures save that in making findings of fact the test that the Safeguarding Review Panel shall apply shall be the civil standard of the balance of probability. Where a case is referred to the Safeguarding Review Panel pursuant to these Regulations it shall have a discretion to depart from the procedures set out in these Regulations where it considers it appropriate to do so.
- 1.3 The actions that may be taken under these Regulations by a Case Manager may also be taken by the Case Manager's nominee.
- 1.4 The Association may notify other parties of the terms of any order imposed under these Regulations where the Case Manager considers that such notification is appropriate in order to give effect to the terms of the order.
- 1.5 Where urgent cases arise under these Regulations the Chairman of the Safeguarding Review Panel may exercise the functions and powers of the Safeguarding Review Panel, as provided for by these Regulations, on an interim basis. An interim decision taken by the Chairman of the Safeguarding Review Panel shall not be final until such time as it has been ratified by the Safeguarding Review Panel, which shall have the right to ratify, modify or make any other order as it considers appropriate in relation to the decision taken by the Chairman of the Safeguarding Review Panel.

## THE ASSOCIATION'S SAFEGUARDING PROCESS

2. All "eligible persons" applying for or currently in such positions that The Association considers relevant must comply with the requirements of The Association's Safeguarding process.

Eligible persons include:

- (i) Those in "Regulated Activity" as defined in Part V of the Protection of Freedoms Act 2012. An individual will fall within the definition where:
- a) his/her duties include teaching, training, instructing, caring for, supervising or providing guidance or advice on well being to Children or driving a vehicle (on behalf of an organisation) only for Children; and
  - b) such duties happen frequently (e.g. once a week or more often) or intensively (e.g. on 4 or more days in a 30 day period, or overnight); and
  - c) The individual carrying out any of the duties described in (a) and (b) above is unsupervised.

Any person falling within this Regulation 2(i) shall be referred to as a "Regulated Activity Person"; and

- (ii) Those who would otherwise fall within the definition of a Regulated Activity Person but for the fact that their duties are supervised (a "Supervised Person").

The requirements of The Association's Safeguarding Process are:

- 2.1 (a) In respect of a Regulated Activity Person, to obtain and provide to The Association a DBS Enhanced Criminal Records Check with Children's Barred List
- (b) In respect of a Supervised Person, to obtain and provide to The Association a DBS Enhanced Criminal Records Check
- 2.2 To provide any such further detail, explanation or clarification of any part of the matters disclosed pursuant to Regulation 2.1 (a) or (b) above, as may be required by The Association;
- 2.3 To comply with any other request or requirement which may assist The Association in progressing or completing its assessment;
- 2.4 Where required, to provide at least two references that attest to their suitability to be involved in youth football. The spouse or partner of the person subject to this requirement cannot act as a referee for this purpose. Any reference provided by a spouse or partner will not be accepted; and
- 2.5 To comply with each of the requirements set out in Regulations 2.1 – 2.4 within any such time limit as The Association may stipulate.

Any person who fails to comply with any of the requirements set out in Regulation 2 shall be subject to an immediate suspension from football activity, on such terms and for such period as The Association may stipulate.

Any requirement under this Regulation 2, or any suspension arising from any failure to comply with any of the requirements of this Regulation, shall apply whether or not a person at any time withdraws their application or ceases to hold the relevant position.

## INTERIM ORDERS

3. Upon receipt by The Association of:
- 3.1 Notification that an individual has been charged with an Offence;
  - 3.2 Notification that an individual is the subject of an investigation by the Police, Children's Services or any other authority relating to an Offence; or
  - 3.3 Any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to a child or children,

The Association shall have the power to make any interim order including, but not limited to, issuing an interim suspension order suspending the individual from all or any specific football activity for such a period and on such terms and conditions as it considers appropriate. Interim orders shall be issued by the Case Manager, who shall provide the individual with written notification of the interim order, the reason(s) for its imposition and of the right of appeal pursuant to Regulation 6.

- 4.1 In determining whether an order under Regulation 3 should be made, the Case Manager shall give consideration, inter alia, to the following factors:
  - 4.1.1 Whether a child is or children are or may be at risk of harm;
  - 4.1.2 Whether the matters are of a serious nature; and/or
  - 4.1.3 Whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded having regard to the need for any suspension order to be proportionate.
- 4.2 An interim order may be issued without prior notice to the individual where, having given consideration to the factors set out in Regulation 4.1, the Case Manager considers that an interim order should be imposed immediately.
- 4.3 All interim orders will be reviewed at the next meeting of the Safeguarding Review Panel. The Panel may ratify, modify or remove any interim order, or make any other order as it considers appropriate.
5. The total period of an interim order under Regulation 3 shall not last beyond the final determination of any related case under the Rules of The Association. An interim order will be reviewed by the Panel at the first opportunity following the expiry of 6 months from the date of the order being imposed, and at the same interval thereafter.
6. Any individual subject to an interim order under Regulation 3 may appeal against it as follows:
  - 6.1 In the event that the interim order was imposed without notice pursuant to Regulation 4.2, the individual shall have an immediate right of appeal; or
  - 6.2 In the event that the interim order was imposed following the individual having been given an opportunity to make written representations as to why the order should not be imposed, the individual shall have a right of appeal once the period of three months from the imposition of the interim order by the Case Manager has elapsed. The opportunity to make written representations shall be in accordance with the deadline set by the Case Manager for such written representations to be made.
7. Appeals under Regulation 6 shall be considered by the Safeguarding Review Panel. None of the members of the Safeguarding Review Panel hearing the appeal shall have been a member of the Safeguarding Review Panel which conducted the initial review under Regulation 4.3.
8. To bring an appeal under Regulation 6, the individual must give notice in writing to the Case Manager requesting an appeal and stating the grounds for that appeal. The individual may submit any written material in support of the appeal. Such material must be submitted within 14 days of giving such notice or it may not be considered by the Safeguarding Review Panel.
9. The Safeguarding Review Panel shall determine all procedural matters for the conduct of the appeal, including requiring more information from either the individual or the Case Manager. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the Safeguarding Review Panel shall only consider the written material submitted by the individual in support of the appeal, together with any written material submitted by the Case Manager.

10. In determining an appeal, the Safeguarding Review Panel shall have the power to make any order in relation to the interim order as it considers appropriate, including ratifying, modifying or removing it.
11. Any appeal under Regulation 6 shall be determined by the Safeguarding Review Panel at the earliest opportunity, following the receipt of notice in writing and any written material in support of the appeal from the individual and written material submitted by the Case Manager.
12. Where an interim order is imposed on an individual under Regulation 3 above, The Association shall bring and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.

#### **DETERMINATION FOLLOWING ANY ORDER MADE PURSUANT TO STATUTE BARRING OR RESTRICTING INVOLVEMENT WITH CHILDREN**

- 13.1 Where any individual is:
  - 13.1.1 Barred from regulated activity relating to children in accordance with section 3 of the Safeguarding Vulnerable Groups Act 2006 (as may be amended);
  - 13.1.2 Disqualified from working with children in accordance with section 35 of the Criminal Justice and Court Services Act 2000; and/or
  - 13.1.3 Subject to any other order, not within Regulations 13.1.1 or 13.1.2, issued pursuant to statute restricting their involvement with children,

The Association shall have the power to make any order, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate. Any such order shall be issued by the Case Manager.
- 13.2 The Case Manager shall notify the individual in writing of the order and shall invite the individual to make any written representations within 14 days as to why the order should not be ratified by the Safeguarding Review Panel.
- 13.3 All such orders shall be reviewed at the next meeting of the Safeguarding Review Panel. In reviewing the order the Safeguarding Review Panel shall consider any written material submitted by the individual in accordance with Regulation 13.2, together with all written material submitted by the Case Manager. The Safeguarding Review Panel may ratify, modify or remove any such order, or make any other order as it considers appropriate.

#### **ORDER FOLLOWING CONVICTION OR CAUTION**

- 14.1 The Association's Safeguarding Review Panel shall have the power to make any order in respect of any individual convicted of, or made the subject of a caution in respect of, an Offence, including but not limited to a suspension from all or any specific football activity for such period and on such terms and conditions as it considers appropriate.
- 14.2 Where a case is to be considered by the Safeguarding Review Panel under Regulation 14.1, the Case Manager shall notify the individual in writing and shall invite the individual to make any written representations within 14 days.
- 14.3 Before making any order under Regulation 14.1, the Panel shall consider all information gathered in respect of an individual including, where applicable, information gathered pursuant to The Association's CRC process under Regulation 2, any written representations made by the individual under Regulation 14.2, together with all written material submitted by the Case Manager.

**ORDER FOLLOWING RISK ASSESSMENT**

15. In addition to The Association's powers under Regulations 3, 13 and 14 the Safeguarding Review Panel shall have the power to make any order that it considers appropriate, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate, if it is satisfied that the individual poses or may pose a risk of harm to a child or children.
16. Cases may be referred to the Safeguarding Review Panel in order to seek an order under Regulation 15 by the Case Manager where the Case Manager has reasonable cause to suspect that there are grounds for concern about an individual's continued participation in football activity involving a child or children.
17. The Case Manager shall reach this decision on the basis of a risk assessment of that individual's suitability for such participation. This risk assessment may be in such form and prepared by any person, as the Case Manager, at his/her discretion, considers appropriate.
18. Before a referral is made under Regulation 16, the individual must be notified in writing. Such written notification must explain the order sought and the reason for it, and include a copy of the risk assessment and all other written material that the Case Manager intends to rely upon in seeking the order, save for any exceptional material dealt with under Regulation 24.
19. The individual shall have 14 days to reply to this notification and to provide any written material that he/she wishes the Safeguarding Review Panel to take into account in considering whether or not to impose any order under Regulation 15.
20. Following the receipt of the reply and/or other written material from the individual, or the expiry of the 14 day period if no reply is received, the Case Manager may:
  - 20.1 Decide that no further action is currently required as there are no longer grounds for a referral under Regulation 16;
  - 20.2 Make any such further inquiries as he or she considers appropriate in light of any matters raised by the individual in response to the written notification; or
  - 20.3 Refer the case to the Safeguarding Review Panel under Regulation 16.
21. Where further inquiries are made by the Case Manager, any written material arising from those inquiries may only be relied on by the Case Manager in applying for any order under Regulation 15 if that written material has been sent to the individual and he or she has had 14 days to reply to it, save for any exceptional material dealt with under Regulation 24. If the written material is relied upon, any response by the individual must also be considered by the Safeguarding Review Panel.
22. The Safeguarding Review Panel shall determine all procedural matters for the conduct of a case referred to it under Regulation 16. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the case shall be considered on the basis of the following written material only:
  - 22.1 The written notification and all written material provided with it by the Case Manager to the individual;
  - 22.2 The reply, if any, and all other written material submitted by the individual in response to the written notification;
  - 22.3 Any further written material provided by the Case Manager to the individual subsequently to the written notification; and
  - 22.4 Any response from the individual to such further written material and all other written material submitted with that response.
23. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person, whether that be as a result of an application made by either party or otherwise, the Safeguarding Review Panel shall give consideration, inter alia, to the following factors:



- 23.1 Whether the terms of any order under consideration would affect the individual's paid employment within football;
- 23.2 Whether exceptional material is to be put before the Safeguarding Review Panel; and/or
- 23.3 Whether an oral hearing has previously been conducted pursuant to Regulation 9 in relation to the same matter.

#### **EXCEPTIONAL MATERIAL**

- 24.1 In considering an interim order under Regulation 4.3, an appeal against an interim order under Regulation 6 or whether or not to make any order under Regulation 15, as a general rule the Safeguarding Review Panel may not consider any material provided by either the Case Manager or the individual which the other party has not seen and had a reasonable opportunity to reply to.
- 24.2 Exceptionally, in respect of any of the matters set out at Regulation 24.1, the Case Manager may make an application to an Exceptional Material Panel for permission to submit material to the Safeguarding Review Panel that has not been sent to the individual ("exceptional material"), where the Case Manager considers that the exceptional material concerned should not be sent to the individual for any one or more of the following reasons:–
  - 24.2.1 Revealing it to the individual may create a risk of harm to any person or persons, and/or
  - 24.2.2 Revealing it to the individual may amount to a criminal offence or otherwise be unlawful.
- 24.3 Where the Case Manager makes an application to an Exceptional Material Panel for permission to submit exceptional material to the Safeguarding Review Panel under Regulation 24.2 above, the Case Manager shall give notice of the application to the individual in writing at least fourteen days before the Exceptional Material Panel considers the application, unless the Case Manager considers that such written notice should not be given, as to give such notice may in itself:
  - 24.3.1 Create a risk of harm to any person or persons; and/or
  - 24.3.2 Amount to a criminal offence or otherwise be unlawful.
- 24.4 Any reply by an individual to a notice referred to at Regulation 24.3 must be passed to the Exceptional Material Panel for consideration.
- 24.5 The Exceptional Material Panel may, at its discretion, allow or reject the application in whole or in part.
- 24.6 In the event that the Exceptional Material Panel grants an order allowing the exceptional material to be submitted to the Safeguarding Review Panel, the Exceptional Material Panel shall give consideration as to whether either or both of the following may be provided to the individual:
  - 24.6.1 A redacted version of the exceptional material; and/or
  - 24.6.2 A summary of the exceptional material.
- 24.7 An Exceptional Material Panel shall be made up of one or more of the members of the Safeguarding Review Panel. A person that sits on an Exceptional Material Panel determining an application under Regulation 24.2 in relation to a particular individual may not be a member of the Safeguarding Review Panel that will have conduct of the case referred under Regulation 16 in relation to that individual.

#### **OTHER ORDERS AVAILABLE FOLLOWING RISK ASSESSMENT**

- 25. Following a referral under Regulation 16, in addition to its ability to make an order under Regulation 15, the Safeguarding Review Panel may make any other order consistent with the aims of the Safeguarding Children Policy that it considers appropriate in the circumstances.

**SUPERVISION ORDERS**

26. Unless otherwise discharged, a Supervision Order will last for the length of time ordered by the Panel. Before its expiry, The Association may apply for an extension, or further extensions, for a period not exceeding 3 years from the date of the first order

**RIGHT OF APPEAL**

- 27.1 A Participant or The Association may appeal to an Appeal Board any decision of the Safeguarding Review Panel made under Regulations 13.1.3, 14 or 15. Subject to Regulation 26.2, such appeals shall be conducted in accordance with the Regulations for Football Association Appeals. Subject to this right of appeal, decisions of the Safeguarding Review Panel shall be final and binding.
- 27.2 Notwithstanding paragraph 2.5 of the Regulations for Football Association Appeals, an Appeal Board convened to hear an appeal pursuant to Regulation 26.1 may in exceptional circumstances order that the appeal takes place as a full rehearing of the case. In exercising this discretion the Appeal Board shall give consideration, inter alia, to the following factors:
- 26.2.1 Whether the terms of any order imposed affect the individual's paid employment within football;
  - 26.2.2 Whether exceptional material was put before the Safeguarding Review Panel; and/or
  - 26.2.3 Whether an oral hearing was conducted by the Safeguarding Review Panel in making its decision.
- 26.3 The decision of the Appeal Board as to whether to grant a full rehearing of the case shall be final and binding.

**WRITTEN MATERIAL**

28. For the purposes of these Regulations, "written material" may include photographic, video, electronic and/or audio evidence.

## THE FOOTBALL ASSOCIATION'S SAFEGUARDING VULNERABLE ADULTS POLICY

The FA is committed to football being inclusive and providing a safe and positive experience for everyone involved in the game.

Whilst it is hoped that the law, the **Respect** programme, The FA's Equality Policy and positive approaches to training and education are sufficient to safeguard all adults in football, The FA recognises that it has a responsibility to safeguard vulnerable adults from abuse and harm and to respond where abuse and harm are perceived to have occurred.

This Policy will seek to provide guidance as to how to prevent harm, give clarity on how to report harm, to ensure investigation into harm and to respond to the outcome of such investigations in such a way so as to reduce the risk of further harm to the individual vulnerable adult and to other vulnerable adults who may be affected in the future.

The FA recognises that the terms '**vulnerable adult**', '**abuse**' and '**harm**' are open to interpretation and challenge but for the purpose of this vulnerable adult Policy they will be defined as follows:

**Vulnerable adult** shall be defined as:

*'A person aged 18 or over who is or who may be in need of community care services by reason of mental or other disability, age or illness; and who is or who may be unable to take care of himself or herself, or unable to protect himself or herself against significant harm or exploitation.'*

**Abuse** shall be defined as:

*'Abuse is a violation of an individual's human and civil rights by any other person or persons'.<sup>1</sup>*

**Harm** shall be defined as:

*'Ill treatment and forms of ill treatment (including sexual abuse and forms of ill-treatment which are not physical) and also the impairment of, or an avoidable deterioration in physical or mental health and the impairment of physical, intellectual, emotional, social or behavioural development'.<sup>1</sup>*

'**Harm**' may be caused by acts of commission and acts of omission.

The responsibility taken by this Policy is to:

- Safeguard the welfare of vulnerable adults in football by protecting them from any significant physical, sexual and emotional harm and from neglect, bullying and financial harm within the game. This may include providing training and codes of practice amongst other strategies for reducing risk;
- Safeguard the welfare of vulnerable adults in football by making use of such vetting as is available to The Football Association when seeking to establish suitability for a new or pre-existing role with vulnerable adults in football;
- Report to the appropriate authorities any concerns about abuse or harm to vulnerable adults whether this occurs within the game or elsewhere and whether this be a criminal offence or other concern. The appropriate authorities may be internal or external to the game. This will include identifying reporting frameworks and developing guidelines for reporting;
- Ensure appropriate investigations and responses to concerns about abuse or harm within the game including football sanctions as appropriate. This will include work in partnership with the Police and other statutory agencies charged with investigating and responding and with the vulnerable adult who is believed to be at risk or believed to have been harmed;
- Following such investigations, act to put appropriate safeguards in place to safeguard the vulnerable adult in the future and to reduce the risk of harm to other vulnerable adults in the game.

<sup>1</sup>'No Secrets: Guidance on developing and implementing multi-agency policies and procedures to protect vulnerable adults from abuse (Departments of Health and Home Office, 2000')

- Report when appropriate to the Disclosure and Barring Service (DBS) anybody in the game who is believed by The Association to be a risk of harm to vulnerable adults.
- Seek to develop internal skills and knowledge based on research, Government guidance and learning from experience.
- Review the Policy from time to time.

## THE ASSOCIATION'S SAFEGUARDING VULNERABLE ADULTS REGULATIONS

### PREAMBLE

This Preamble is provided for guidance. If there is any inconsistency between the Preamble and the operative parts of the Safeguarding Vulnerable Adults Regulations below, the operative parts shall prevail.

As set out in The Football Association's Safeguarding Vulnerable Adults Policy, The Association is committed to safeguarding vulnerable adults within football and has Case Management procedures in place to assess the suitability of individuals to be involved with vulnerable adults in football.

In assessing that suitability, vulnerable adults' welfare is the paramount consideration.

Towards this, The Association has the power under the Safeguarding Vulnerable Adults Regulations to issue an order where any one or more of the following applies:

- (i) The individual fails to comply with any part of The Association's Criminal Records Check (CRC) process;
- (ii) The individual has been barred by the Independent Safeguarding Authority (ISA) or the Disclosure and Barring Service (DBS) from engaging in regulated activity relating to vulnerable adults;
- (iii) The individual is included on the Disclosure and Barring Service (DBS) Adults Barred List;
- (iv) The individual has been convicted of, or made the subject of a caution for, an "Offence" defined in Regulation 1.1; or
- (v) Following a risk assessment, The Association is satisfied that the individual poses or may pose a risk of harm to vulnerable adults.

### GENERAL

- 1.1 In these Regulations the expression "Offence" shall mean any one or more of the offences contained in the Schedules of the Criminal Justice and Court Services Act 2000 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to a vulnerable adult or adults.
- 1.2 The Safeguarding Review Panel shall determine its own procedures save that in making findings of fact the test that the Safeguarding Review Panel shall apply shall be the civil standard of the balance of probability. Where a case is referred to the Safeguarding Review Panel pursuant to these Regulations it shall have a discretion to depart from the procedures set out in these Regulations where it considers it appropriate to do so.
- 1.3 The actions that may be taken under these Regulations by a Case Manager may also be taken by the Case Manager's nominee.
- 1.4 The Association may notify other parties of the terms of any order imposed under these Regulations where the Case Manager considers that such notification is appropriate in order to give effect to the terms of the order.
- 1.5 Where urgent cases arise under these Regulations the Chairman of the Safeguarding Review Panel may exercise the functions and powers of the Safeguarding Review Panel as provided for by these Regulations, on an interim basis. An interim decision taken by the Chairman of the Safeguarding Review Panel shall not be final until such time as it has been ratified by the Safeguarding Review Panel, which shall have the right to ratify, modify or make any other order as it considers appropriate in relation to the decision taken by the Chairman of the Safeguarding Review Panel.
2. For these purposes, the term vulnerable adult means any person who is within any one or more of the following definitions of vulnerable adult:

- 2.1 The definition contained in section 2.3 of the Department of Health paper – No secrets: Guidance on developing and implementing multi-agency policies and procedures to protect vulnerable adults from abuse (2000);
- 2.2 The definition contained in section 59 of the Safeguarding Vulnerable Groups Act 2006; and
- 2.3 The definition contained in section 80 of the Care Standards Act 2000.

### THE ASSOCIATION'S SAFEGUARDING PROCESS

3. All persons applying for or currently in such positions that The Association considers relevant whose duties include regularly caring for, training, supervising, administering treatment and/or therapy or being in sole charge of a vulnerable adult or adults, may be required by The Association to comply with the requirements of The Association's Safeguarding process. These requirements are:
  - 3.1 To obtain and provide to The Association a DBS Enhanced Criminal Records Check (to include the Adults Barred List check where the duties fall within the definition of "Regulated Activity" under the Protection of Freedoms Act 2012);
  - 3.2 To provide any such further detail, explanation or clarification of any part of the matters disclosed pursuant to Regulation 3.1 above as may be required by The Association;
  - 3.3 To comply with any other request or requirement which may assist The Association in progressing or completing its assessment;
  - 3.4 Where required, to provide at least two references that attest to their suitability to be involved in football involving vulnerable adults. The spouse or partner of the person subject to this requirement cannot act as a referee for this purpose. Any reference provided by a spouse or partner will not be accepted; and
  - 3.5 To comply with each of the requirements set out in Regulations 3.1-3.4 within any such time limit as The Association may stipulate.

Any person who fails to comply with any of the requirements set out in Regulation 3 shall be subject to an immediate suspension from football activity, on such terms and for such period as The Association may stipulate.

Any requirement under this Regulation 3, or any suspension arising from any failure to comply with any requirement of this Regulation, shall apply whether or not a person at any time withdraws their application or ceases to hold the relevant position.

### INTERIM ORDERS

4. Upon receipt by The Association of:
  - 4.1 Notification that an individual has been charged with an Offence;
  - 4.2 Notification that an individual is the subject of an investigation by the Police or any other authority relating to an Offence; or
  - 4.3 Any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to a vulnerable adult or adults,

The Association shall have the power to make any interim order including, but not limited to, issuing an interim suspension order suspending the individual from all or any specific football activity for such a period and on such terms and conditions as it considers appropriate. Interim orders shall be issued by the Case Manager, who shall provide the individual with written notification of the interim order, the reason(s) for its imposition and of the right of appeal pursuant to Regulation 7.
- 5.1 In determining whether an order under Regulation 4 should be made, the Case Manager shall give consideration, inter alia, to the following factors
  - 5.1.1 Whether a vulnerable adult or adults are or may be at risk of harm;

- 5.1.2 Whether the matters are of a serious nature; and/or
- 5.1.3 Whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded having regard to the need for any suspension order to be proportionate.
- 5.2 An interim order may be issued without prior notice to the individual where, having given consideration to the factors set out in Regulation 5.1, the Case Manager considers that an interim order should be imposed immediately.
- 5.3 All interim orders will be reviewed at the next meeting of the Safeguarding Review Panel. The Panel may ratify, modify or remove any interim order, or make any other order as it considers appropriate.
- 6 The total period of an interim order under Regulation 4 shall not last beyond the final determination of any related case under the Rules of The Association. An interim order will be reviewed by the Panel at the first opportunity following the expiry of 6 months from the date of the order being imposed, and at the same interval thereafter.
- 7 Any individual subject to an interim order under Regulation 4 may appeal against it as follows:
  - 7.1 In the event that the interim order was imposed without notice pursuant to Regulation 5.2, the individual shall have an immediate right of appeal; or
  - 7.2 In the event that the interim order was imposed following the individual having been given an opportunity to make written representations as to why the order should not be imposed, the individual shall have a right of appeal once the period of three months from the imposition of the interim order by the Case Manager has elapsed. The opportunity to make written representations shall be in accordance with the deadline set by the Case Manager for such written representations to be made.
- 8 Appeals under Regulation 7 shall be considered by the Safeguarding Review Panel. None of the members of the Safeguarding Review Panel hearing the appeal shall have been a member of the Safeguarding Review Panel which conducted the initial review under Regulation 5.3.
- 9 To bring an appeal under Regulation 7, the individual must give notice in writing to the Case Manager, requesting an appeal and stating the grounds for that appeal. The individual may submit any written material in support of the appeal. Such material must be submitted within 14 days of giving such notice or it may not be considered by the Safeguarding Review Panel.
- 10 The Safeguarding Review Panel shall determine all procedural matters for the conduct of the appeal, including requiring more information from either the individual or the Case Manager. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the Safeguarding Review Panel shall only consider the written material submitted by the individual in support of the appeal, together with any written material submitted by the Case Manager.
- 11 In determining an appeal, the Safeguarding Review Panel shall have the power to make any order in relation to the interim order as it considers appropriate, including ratifying, modifying or removing it.
- 12 Any appeal under Regulation 7 shall be determined by the Safeguarding Review Panel at the earliest opportunity, following the receipt of notice in writing and any written material in support of the appeal from the individual and written material submitted by the Case Manager.
- 13 Where an interim order is imposed on an individual under Regulation 4 above, The Association shall bring and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.

## **DETERMINATION FOLLOWING ANY ORDER MADE PURSUANT TO STATUTE BARRING OR RESTRICTING INVOLVEMENT WITH VULNERABLE ADULTS**

14.1 Where any individual is:

14.1.1 Barred from regulated activity relating to vulnerable adults in accordance with section 3 of the Safeguarding Vulnerable Groups Act 2006, as amended by the Protection of Freedoms Act 2012;

14.1.2 Included in the list of individuals considered unsuitable to work with vulnerable adults, as kept by the Disclosure and Barring Service (DBS); and/or

14.1.3 Subject to any other order, not within Regulation 14.1.1 or 14.1.2, issued pursuant to statute restricting their involvement with Vulnerable Adults,

The Association shall have the power to make any order, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate. Any such order shall be issued by the Case Manager.

14.2 The Case Manager shall notify the individual in writing of the order and shall invite the individual to make any written representations within 14 days as to why the order should not be ratified by the Safeguarding Review Panel.

14.3 All such orders shall be reviewed at the next meeting of the Safeguarding Review Panel. In reviewing the order the Safeguarding Review Panel shall consider any written material submitted by the individual in accordance with Regulation 14.2, together with all written material submitted by the Case Manager. The Safeguarding Review Panel may ratify, modify or remove any such order, or make any other order as it considers appropriate.

## **ORDER FOLLOWING CONVICTION OR CAUTION**

15.1 The Association's Safeguarding Review Panel shall have the power to make any order in respect of any individual convicted of, or made the subject of a caution in respect of, an Offence, including but not limited to a suspension from all or any specific football activity for such period and on such terms and conditions as it considers appropriate.

15.2 Where a case is to be considered by the Safeguarding Review Panel under Regulation 15.1, the Case Manager shall notify the individual in writing and shall invite the individual to make any written representations within 14 days.

15.3 Before making any order under Regulation 15.1, the Panel shall consider all information gathered in respect of an individual including, where applicable, information gathered pursuant to The Association's CRC process under Regulation 3, any written representations made by the individual under Regulation 15.2, together with all written material submitted by the Case Manager.

## **ORDER FOLLOWING RISK ASSESSMENT**

16. In addition to The Association's powers under Regulations 4, 14 and 15 the Safeguarding Review Panel shall have the power to make any order that it considers appropriate, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate, if it is satisfied that the individual poses or may pose a risk of harm to a vulnerable adult or adults.

17. Cases may be referred to the Safeguarding Review Panel in order to seek an order under Regulation 16 by the Case Manager where the Case Manager has reasonable cause to suspect that there are grounds for concern about an individual's continued participation in football activity involving a vulnerable adult or adults.

18. The Case Manager shall reach this decision on the basis of a risk assessment of that individual's suitability for such participation. This risk assessment may be in such form and prepared by any person, as the Case Manager at his/her discretion, considers appropriate.



19. Before a referral is made under Regulation 17, the individual must be notified in writing. Such written notification must explain the order sought and the reason for it, and include a copy of the risk assessment and all other written material that the Case Manager intends to rely upon in seeking the order, save for any exceptional material dealt with under Regulation 25.
20. The individual shall have 14 days to reply to this notification and to provide any written material that he/she wishes the Safeguarding Review Panel to take into account in considering whether or not to impose any order under Regulation 16.
21. Following the receipt of the reply and/or written material from the individual, or the expiry of the 14 day period if no reply is received, the Case Manager may:
  - 21.1 Decide that no further action is currently required as there are no longer grounds for a referral under Regulation 17;
  - 21.2 Make any such further inquiries as he or she considers appropriate in light of any matters raised by the individual in response to the written notification; or
  - 21.3 Refer the case to the Safeguarding Review Panel under Regulation 17.
22. Where further inquiries are made by the Case Manager, any written material arising from those inquiries may only be relied on by the Case Manager in applying for any order under Regulation 16 if that written material has been sent to the individual and he or she has had 14 days to reply to it, save for any exceptional material dealt with under Regulation 25. If the written material is relied upon, any response by the individual must also be considered by the Safeguarding Review Panel.
23. The Safeguarding Review Panel shall determine all procedural matters for the conduct of a case referred to it under Regulation 17. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the case shall be considered on the basis of the following written material only:
  - 23.1 The written notification and all written material provided with it by the Case Manager to the individual;
  - 23.2 The reply, if any, and all other written material submitted by the individual in response to the written notification;
  - 23.3 Any further written material provided by the Case Manager to the individual subsequently to the written notification; and
  - 23.4 Any response from the individual to such further written material and all other written material submitted with that response.
24. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person, whether that be as a result of an application made by either party or otherwise, the Safeguarding Review Panel shall give consideration, inter alia, to the following factors:
  - 24.1 Whether the terms of any order under consideration would affect the individual's paid employment within football;
  - 24.2 Whether exceptional material is to be put before the Safeguarding Review Panel; and/or
  - 24.3 Whether an oral hearing has previously been conducted pursuant to Regulation 10 in relation to the same matter.

#### **EXCEPTIONAL MATERIAL**

- 25.1 In considering an interim order under Regulation 5.3, an appeal against an interim order under Regulation 7 or whether or not to make any order under Regulation 16, as a general rule the Safeguarding Review Panel may not consider any material provided by either the Case Manager or the individual which the other party has not seen and had a reasonable opportunity to reply to.

- 25.2 Exceptionally, in respect of any of the matters set out at Regulation 24.1, the Case Manager may make an application to an Exceptional Material Panel for permission to submit material to the Safeguarding Review Panel that has not been sent to the individual (“exceptional material”), where the Case Manager considers that the exceptional material concerned should not be sent to the individual for any one or more of the following reasons:
- 25.2.1 Revealing it to the individual may create a risk of harm to any person or persons, and/or
  - 25.2.2 Revealing it to the individual may amount to a criminal offence or otherwise be unlawful.
- 25.3 Where the Case Manager makes an application to an Exceptional Material Panel for permission to submit exceptional material to the Safeguarding Review Panel under Regulation 25.2, the Case Manager shall give notice of the application to the individual in writing at least fourteen days before the Exceptional Material Panel considers the application, unless the Case Manager considers that such written notice should not be given, as to give such notice may in itself:
- 25.3.1 Create a risk of harm to any person or persons; and/or
  - 25.3.2 Amount to a criminal offence or otherwise be unlawful.
- 25.4 Any reply by an individual to a notice referred to at Regulation 25.3 must be passed to the Exceptional Material Panel for consideration.
- 25.5 The Exceptional Material Panel may, at its discretion, allow or reject the application in whole or in part.
- 25.6 In the event that the Exceptional Material Panel grants an order allowing the exceptional material to be submitted to the Safeguarding Review Panel, the Exceptional Material Panel shall give consideration as to whether either or both of the following may be provided to the individual:
- 25.6.1 A redacted version of the exceptional material; and/or,
  - 25.6.2 A summary of the exceptional material.
- 25.7 An Exceptional Material Panel shall be made up of one or more of the members of the Safeguarding Review Panel. A person that sits on an Exceptional Material Panel determining an application under Regulation 25.2 in relation to a particular individual may not be a member of the Safeguarding Review Panel that will have conduct of the case referred under Regulation 17 in relation to that individual.

### **SUPERVISION ORDERS**

26. Unless otherwise discharged, a Supervision Order will last for the length of time ordered by the Panel. Before its expiry, The Association may apply for an extension, or further extensions, for a period not exceeding 3 years from the date of the first order

### **OTHER ORDERS AVAILABLE FOLLOWING RISK ASSESSMENT**

27. Following a referral under Regulation 16, in addition to its ability to make an order under Regulation 17, the Safeguarding Review Panel may make any other order consistent with the aims of the Safeguarding Children Policy that it considers appropriate in the circumstances.

### **RIGHT OF APPEAL**

- 28.1 A Participant or The Association may appeal to an Appeal Board any decision of the Safeguarding Review Panel made under Regulations 14.1.3, 15 or 16. Subject to Regulation 27.2, such appeals shall be conducted in accordance with the Regulations for Football Association Appeals. Subject to this right of appeal, decisions of the Safeguarding Review Panel shall be final and binding.

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- 28.2 Notwithstanding paragraph 2.5 of the Regulations for Football Association Appeals, an Appeal Board convened to hear an appeal pursuant to Regulation 27.1 may in exceptional circumstances order that the appeal takes place as a full rehearing of the case. In exercising this discretion the Appeal Board shall give consideration, inter alia, to the following factors:
- 28.2.1 Whether the terms of any order imposed affect the individual's paid employment within football;
  - 28.2.2 Whether exceptional material was put before the Safeguarding Review Panel; and/or
  - 28.2.3 Whether an oral hearing was conducted by the Safeguarding Review Panel in making its decision.
- 28.3 The decision of the Appeal Board as to whether to grant a full rehearing of the case shall be final and binding.

**WRITTEN MATERIAL**

29. For the purposes of these Regulations, "written material" may include photographic, video, electronic and/or audio evidence.

NOTES



# THE FOOTBALL ASSOCIATION ANTI-DOPING PROGRAMME

ANTI-DOPING REGULATIONS  
& PROCEDURAL GUIDELINES

Valid from 1 August 2013

Produced by The Football Association Football Regulation Department

## THE FOOTBALL ASSOCIATION ANTI-DOPING PROGRAMME REGULATIONS (the “ANTI-DOPING REGULATIONS”)

### PREAMBLE

This Preamble is provided for guidance. If there is any inconsistency between the Preamble and the operative parts of the Anti-Doping Regulations (including the Schedules) the operative parts shall prevail.

Any term used in these Regulations denoting the masculine gender includes the feminine gender.

The headings contained in the Anti-Doping Regulations are provided for the purposes of convenience only and do not form part of and shall not affect the construction of the Anti-Doping Regulations.

Definitions are contained in Schedule Two to the Anti-Doping Regulations and Rule A2 of the Rules of The Football Association.

### 1. EFFECTIVE VERSION

These Regulations shall come into full force and effect on a date as approved by The FA Council. They shall not apply retrospectively to matters arising prior to that date; provided, however, that any case pending prior to that date, or brought after that date but based on an Anti-Doping Rule Violation that occurred prior to that date, shall be governed by the Regulations in force at the time of the Anti-Doping Rule Violation, subject to any application of the principle of *lex mitior* by the tribunal hearing the case.

Where a period of suspension imposed under a version of The FA's Anti-Doping Regulations in force prior to these Regulations has not yet expired as of the coming into force of these Regulations, any Participant who is so suspended may apply to The FA for a reduction in the period of suspension in light of any amendments made by these Regulations. To be valid, such application must be made before the period of suspension has expired.

Participants should be aware that the current version of the Anti-Doping Regulations may not be the version published in The FA Handbook. The current version will be published on The FA's website, located at [www.TheFA.com](http://www.TheFA.com).

These Regulations may be supplemented by further instructions or guidelines issued by The FA from time to time (“Supplemental Guidance”). Such Supplemental Guidance is binding on Participants and will be accessible via [www.TheFA.com](http://www.TheFA.com).

Participants should also note that the Prohibited List which sets out the banned substances may be updated from time to time independently of the Anti-Doping Regulations. Any changes made to the Prohibited List by World Anti Doping Agency (WADA) will be immediately recognised and enforced by The FA. The current version of the Prohibited List is available on WADA's website located at [www.wada-ama.org](http://www.wada-ama.org).

WADA's determination of the prohibited substances and methods that will be included in the Prohibited List is final. Neither that determination nor the determination of how such substances or methods are to be classified on the Prohibited List (eg as banned at all times or just In Competition; or as a Specified Substance) may be challenged in any way by any Participant.

In the event that WADA expands the Prohibited List by adding a new class of Prohibited Substances, WADA's Executive Committee shall determine whether any or all of the Prohibited Substances within the new class of Prohibited Substances shall be considered Specified Substances.

## 2. AIMS OF ANTI-DOPING

Doping has become a constant concern of international sports organisations and national governments.

The fundamental aims of anti-doping are threefold:

- to uphold and preserve the ethics of sport;
- to safeguard the physical health and mental integrity of Players; and
- to ensure that all Players have an equal chance.

The above fundamental aims are laid down by FIFA, WADA and The FA.

## 3. PARTICIPANT'S RESPONSIBILITIES

Participants accept the Anti-Doping Regulations as a condition of participation in football and shall be bound by them. It is every Participant's responsibility to ensure that they are aware of the Anti-Doping Regulations and that they comply with the Anti-Doping Regulations.

In particular, Players must –

- Be aware of and comply with all applicable Anti-Doping policies and Rules and Regulations adopted by The Football Association;
- Be aware in particular of what constitutes an Anti-Doping Rule Violation under the Anti-Doping Regulations, including what substances and methods are prohibited under the Anti-Doping Regulations;
- Make themselves available for sample collection upon request;
- Take responsibility for all substances that they ingest and for all substances and methods that they Use;
- Inform medical personnel of their obligation not to Use Prohibited Substances and Prohibited Methods and to take responsibility to ensure that any medical treatment received does not contravene Anti-Doping policies and Rules and Regulations adopted by The Football Association.

In particular, Player Support Personnel must –

- Be aware of and comply with all applicable anti-doping policies and Rules and Regulations adopted by The Football Association;
- Co-operate with The Football Association's Anti-Doping Programme;
- Use their influence on Player values and behaviour to foster anti-doping attitudes.

The Anti-Doping Rule Violations set out in the Anti-Doping Regulations may be committed by Participants and where relevant the Anti-Doping Regulations stipulate if a particular Anti-Doping Rule Violation can only be committed by a certain category of Participants such as Players or Clubs. A Participant may be deemed to have committed a Anti-Doping Rule Violation and/or Misconduct if it is carried out by a third party with that Participant's knowledge. For example, an external consultant (who is not a Participant for the purposes of the Anti-Doping Regulations) may have administered a Prohibited Substance to a Player but if this was done with the Club's knowledge the Club would be guilty of an Anti-Doping Rule Violation in breach of the Regulations and/or guilty of Misconduct.

## 4. DRUG TESTING

Players are obliged to undergo drug tests as set out in these Anti-Doping Regulations. Testing may take place In Competition (i.e. on the day of a match up until the time that the testing procedures have been completed) or Out of Competition (i.e. at any other time) without any advance notice.

Participants should note that The FA conducts Out of Competition tests for:

- (i) Prohibited Substances and Prohibited Methods that are prohibited at all times (i.e. both In Competition and Out of Competition); and

- (ii) for Social Drugs. The FA is therefore also entitled to charge a Player with a Anti-Doping Offence if a Social Drug is present in an Out of Competition test (see further paragraph 6 below).
- (iii) for profiling relevant biological parameters for anti-doping purposes.

## 5. MANDATORY PENALTIES

Adverse Analytical Findings and the Use of Prohibited Substances and Prohibited Methods will be dealt with as strict liability violations. This means, for example, that a Player will be guilty of an Anti Doping Rule Violation if a Prohibited Substance, Metabolite or Marker is present in that Player's body. It is not relevant whether or not the Player intended to take the Prohibited Substance.

Participants should note that there are a number of mandatory penalties set out in the Anti-Doping Regulations which are based on the penalties stipulated by WADA. It is only in exceptional circumstances that these penalties may be reduced.

These Anti Doping Regulations are intended to implement the mandatory provisions of the World Anti Doping Code and should be interpreted in accordance with that purpose. However, the scope and effect of these Regulations is not limited to that purpose. The comments annotating the mandatory provisions of the World Anti-Doping Code may be used to assist in the understanding and interpretation of these Regulations.

## 6. SOCIAL DRUGS

Participants should note that The FA tests for substances which might be known as social drugs both In Competition and Out of Competition. Social Drugs are defined as amphetamine, cannabinoids (for example, hashish and marijuana), cocaine, diamorphine (heroin), lysergic acid diethylamide (LSD), methadone, methylamphetamine, methylenedioxymethylamphetamine (MDMA or ecstasy), and methylenedioxyethylamphetamine (MDEA).

The penalties set out in Regulation 45 apply if the Social Drugs are either present/detected, used/attempted to be used or possessed Out of Competition.

## 7. ENQUIRIES

Any enquiries should be made to:  
The Anti-Doping Programme Manager  
The FA Off-Field Regulation Department  
The Football Association  
Wembley Stadium  
PO Box 1966  
London  
SW1P 9EQ

Tel: 0844 980 8200 ext.6261

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## DOPING REGULATIONS

### PART ONE - ANTI-DOPING RULE VIOLATIONS

#### General

1. Where these Anti-Doping Regulations bring into effect the provisions of the 2009 FIFA Anti-Doping Regulations, in the event of any conflict between these Anti-Doping Regulations and the FIFA Anti-Doping Regulations, the provisions set out in the FIFA Anti-Doping Regulations shall prevail.
2. Anti-Doping Rule Violation means a breach of any one of Regulations 3-13 (inclusive). Committing an Anti-Doping Rule Violation will be regarded as amounting to a breach of the Anti-Doping Regulations which must be complied with pursuant to Rule E 25 of the Rules of The Football Association. Conduct not covered by any of the specific Anti-Doping Rule Violations may be regarded as Misconduct pursuant to Anti-Doping Regulation 14.

#### The presence of a Prohibited Substance or its Metabolite or Marker in a Player's Sample

3. The presence of a Prohibited Substance or its Metabolites or Markers in a Sample provided by a Player is prohibited unless the Player establishes that the presence is consistent with a Therapeutic Use Exemption that has been granted to the Player.
  - (a) Sufficient proof that an Anti-Doping Rule Violation has been committed pursuant to Regulation 3 is established by either of the following: the presence of a Prohibited Substance or its Metabolites or Markers in the Player's "A" Sample where the Player waives analysis of the "B" Sample and the "B" Sample is not analysed; or, where the Player's "B" Sample is analysed and the analysis confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player's "A" Sample.
  - (b) It is a Player's duty to ensure that no Prohibited Substance(s) or its Metabolites or Markers enters his body, and a Player is therefore strictly responsible for any Prohibited Substance or its Metabolites or Markers found to be present there. It is not necessary that intent, fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an Anti-Doping Rule Violation pursuant to Regulation 3. A Player's lack of intent, fault, negligence or knowledge is not a valid defence to a charge that an Anti-Doping Rule Violation has been committed pursuant to Regulation 3.
  - (c) Subject to Regulation 3(d) the detected presence of any quantity of a Prohibited Substances or its Metabolites or Markers in a sample will constitute an Anti-Doping Rule Violation.
  - (d) The Prohibited List may make special provision for substances which have a quantitative reporting threshold and/or which can be produced endogenously.
  - (e) The Prohibited Substances are set out in the Prohibited List. The version of the Prohibited List in force as at the date of publication of the Anti-Doping Regulations is set out in Schedule 3. Participants should note that the Prohibited List may be updated from time to time by WADA. Participants must be aware that any change to the Prohibited List will be recognised and enforced by The FA from the date of such change. Any substance added to the Prohibited List shall immediately be deemed a Prohibited Substance for the purpose of the Anti-Doping Regulations. The current version of the Prohibited List can be accessed via the WADA website located at [www.wada-ama.org](http://www.wada-ama.org).
  - (f) The FA will carry out testing:
    - (i) without giving advance notice to Participants; and
    - (ii) both In Competition and Out of Competition.

- (g) The FA may test for Social Drugs Out of Competition regardless of whether or not a particular Social Drug is classified as being prohibited In Competition only on the Prohibited List.
- (h) The penalties set out in Regulation 43 apply to this violation, unless the violation involves only a Social Drug which is present or detected in an Out of Competition test, in which case the penalties set out in Regulation 44 apply.

#### **The Use or Attempted Use of a Prohibited Substance or Prohibited Method**

4. The Use or Attempted Use of a Prohibited Substance or Prohibited Method by a Player is prohibited unless the Player establishes that the Use or Attempted Use is consistent with a Therapeutic Use Exemption that has been granted to the Player.
- (a) The Prohibited Methods are set out in the Prohibited List which may be updated from time to time and recognised and enforced in the same manner described for Prohibited Substances set out in Regulation 3 above.
  - (b) It is a Player's duty to ensure that no Prohibited Substance(s) or its Metabolites or Markers enters his body and that he does not Use any Prohibited Method. It is not necessary that intent, fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an Anti-Doping Rule Violation pursuant to Regulation 4. A Player's lack of intent, fault, negligence or knowledge is not a valid defence to a charge that an Anti-Doping Rule Violation of Use has been committed pursuant to Regulation. However, it is necessary to demonstrate intent on the Player's part to establish an Anti-Doping Rule Violation of Attempted Use under Regulation 4.
  - (c) The success or failure of the Use or Attempted Use of the Prohibited Substance or Prohibited Method is irrelevant.
  - (d) The penalties set out in Regulation 43 apply to this violation, unless the violation involves only a Social Drug which is Used or Attempted to be Used Out of Competition, in which case the penalties set out in Regulation 44 apply. Otherwise, Out of Competition Use of a substance that is only prohibited In Competition is not an Anti-Doping Rule Violation. If, however, an Adverse Analytical Finding is reported for such a substance or any of its Metabolites or Markers in respect of a Sample collected In Competition, that may be charged as an Anti-Doping Rule Violation pursuant to Regulation 3.

#### **Failure or refusal to submit to testing or otherwise evading sample collection**

5. The failure or refusal by a Player without compelling justification to submit to drug testing after notification by a Competent Official is prohibited. Other evasion of sample collection is also prohibited.
- (a) The violation of failing or refusing to submit to drug testing shall be deemed to be committed where a Player:
    - is requested to submit to drug testing by a Competent Official; and
    - fails or refuses to do so; and
    - lacks compelling justification for so doing.
  - (b) The expression "compelling justification" shall embrace, and shall only embrace, circumstances where it would be wholly unreasonable to expect a Player to submit to drug testing in the circumstances pertaining at the time, bearing in mind the limited commitment that this entails.
  - (c) The penalties set out in Regulation 45 apply to this violation.

**Missed tests (Players not in the IRTP or NRTP)**

6. It is prohibited for a Player to have missed three tests within any 18 month period.

All Players must be present and available for drug testing in accordance with the whereabouts information provided by their Club to The Football Association. For the purposes of this regulation, all Players will be deemed to be aware of the detail of the whereabouts information provided to The Football Association by the Player's Club.

*Players training with the First Team or Under 21 Professional Development League 1,2 and 3 Team (also known as 'Reserves')*

- (a) Any Player not present and available for drug testing at the squad time and location stated in such whereabouts information must:

- (i) In advance of such absence, provide to The Football Association details of an alternative venue at which he will be present and available for drug testing, which must include a stipulated 60 minute time slot during which such testing may take place.

This time slot must be on the same day as the Player's absence, between 6am and 11pm, and must not commence for at least two hours from the time that the Player notifies The Football Association of his absence, and

- (ii) Be present and available for drug testing for the whole of the 60 minute time slot stipulated by him.

Any Player who fails to comply with any of the requirements of either (i) or (ii) above will be deemed by The Football Association to have missed a test and will be notified of this.

*Players training with an Under 18 squad in Professional Development League 1 (this excludes Professional Development Leagues 2 and 3).*

- (b) Any Player not present and available for drug testing at the squad time and location provided in such whereabouts information who fails to either:

- (i) Notify The Football Association of his absence in advance of that absence, or

- (ii) Following the absence, provide to The Football Association independent corroborative evidence of the reason for that absence, will be deemed by The Football Association to have missed a test and will be notified of this.

*All Players*

- (c) It is the responsibility of each Player to comply with any and all requirements of this regulation that apply to them.
- (d) Any Player who is deemed by The Football Association to have missed a test may be targeted for testing by The Football Association.
- (e) The penalties set out in Regulation 46 apply to this violation.
- (f) This violation does not apply to Players included in the International Registered Testing Pool or National Registered Testing Pool for the period that they are so included.

**Failure to provide whereabouts information / missed tests for Players in the National Registered Testing Pool (NRTP)**

7. The FA, in consultation with the NADO, may create an NRTP in accordance with Part Four of Schedule One to these Anti-Doping Regulations. Players within the NRTP ("NRTP Players") shall be notified by The FA of their inclusion in it. NRTP Players only shall be subject to this Regulation. NRTP Players are not subject to Regulation 6 whilst they are NRTP Players.

- (a) The FA may stipulate from time to time requirements for NRTP Players concerning
- (i) their provision of whereabouts information to the NADO; and

- (ii) their availability for testing in accordance with such whereabouts information (“the NRTP whereabouts requirements”). These NRTP whereabouts requirements will be as set out in section 11 of the International Standard for Testing, the current version for which can be found at [www.wada-ama.org](http://www.wada-ama.org).
- (b) It is the responsibility of all NRTP Players to ensure that they are aware of the NRTP whereabouts requirements issued in accordance with sub-paragraph (a).
- (c) Failure by an NRTP Player to comply with the NRTP whereabouts requirements, whether by failing to file the required information or by failing to be available where they said they would be (each “a whereabouts failure”) three times in any 18 month period shall be a breach of this Regulation.
- (d) Players included in the International Registered Testing Pool (“IRTP Players”) are subject to the requirements of Appendix D of FIFA’s Anti-Doping Regulations.
- (e) A whereabouts failure (whether a filing failure or a missed test) declared by FIFA in respect of an IRTP Player who is also an NRTP Player may be treated as a whereabouts failure for the purposes of sub-paragraph (c) above.
- (f) The penalties set out in Regulation 46 apply to this violation.

#### **Administration or Attempted administration of a Prohibited Substance or a Prohibited Method**

8. The administration or Attempted administration of a Prohibited Substance or a Prohibited Method to a Player (with or without his or her knowledge) is prohibited, unless it is (i) administration or Attempted administration that is consistent with a Therapeutic Use Exemption that has been granted to the Player or (ii) administration or Attempted administration Out of Competition of a substance that is not Prohibited Out of Competition and that is not a Social Drug. Assisting, encouraging, aiding, abetting, covering up or any other type of complicity involving an Anti-Doping Rule Violation or any Attempted Anti-Doping Rule Violation by a Participant is also prohibited.
- (a) If this violation is committed by a Player the penalties set out in Regulation 47 apply.
  - (b) If this violation is committed by a Participant (other than a Player) the penalties set out in Regulation 50 apply.

#### **Interference with the Anti-Doping Programme**

9. Interference with the conduct of a drug test or the Anti-Doping Programme by a Participant (or by a third party with a Participant’s knowledge) is prohibited.
- (a) The actions set out in Regulations 9(b) - 9(e) (inclusive) shall without limitation be regarded as a breach of this Regulation 9.
  - (b) The independent private testing/screening of Players for Prohibited Substances by a Participant (or by a third party with a Participant’s knowledge) for whatever reason is prohibited.
  - (c) A Participant interfering in the drug testing process where such conduct falls short of the tampering violation set out in Regulation 10, including for example but without limitation, handling samples when not permitted or authorised to do so by a Competent Official.
  - (d) A Club failing to comply with the reasonable instructions of The FA or a Competent Official with regard to the adequacy of the Doping Control Station which must contain the minimum facilities set out in the Procedural Guidelines.
  - (e) A Participant engaging in conduct intended to procure that a Player is not presented for drug testing or is delayed from being presented for drug testing is prohibited. This may include by way of example and without limitation:

- (i) a Club either: (i) failing to allow a Competent Official access to a Player; or (ii) delaying a Competent Official from gaining access to a Player to notify such Player of a test;
  - (ii) a Club intentionally or negligently acting, or omitting to act, in such a way as to result in: (i) the Player failing to be notified of the requirement to submit to testing; or (ii) a delay in the Player being notified of the requirement to submit to testing;
  - (iii) a delay in the Player submitting himself for testing following such notification (note that a failure to submit to drug testing is a separate Anti-Doping Rule Violation covered by Regulation 5 and a delay in the Player submitting himself for testing following notification may also amount to an Anti-Doping Rule Violation under Regulation 5 );
  - (iv) a Club failing to present a selected Player for testing due to the Player sustaining a serious injury, where the Club fails to provide satisfactory evidence of the Player's admission to hospital and/or attendance at a medical consultation in relation to that injury, to The FA within 14 days of the intended drug test. A serious injury is one which renders a Player incapable of taking a test and/or requires immediate attendance at hospital for medical treatment.
  - (v) where The FA has attended a Club for Out of Competition testing and the Club fails to present a selected Player for testing due to a scheduled medical appointment, where the Club fails to provide satisfactory evidence of the prior arrangement of the appointment and the Player's attendance at that appointment to The FA within 14 days of the intended drug test.
- (f) If this violation is committed by a Player the penalties set out in Regulation 48 apply.
- (g) If this violation is committed by a Participant (other than a Player) the penalties set out in Regulation 51 apply.

#### **Tampering or Attempted Tampering**

10. Tampering or Attempted Tampering with any part of Doping Control is prohibited.
- (a) If this violation is committed by a Player the penalties set out in Regulation 45 apply.
  - (b) If this violation is committed by a Participant (other than a Player) the penalties set out in Regulation 49 apply.

#### **Possession**

11. Each of the following – Possession by a Player at any time or place of a Prohibited Method or of a substance that is prohibited Out of Competition, or of a Social Drug; Possession by a Player In Competition of any Prohibited Substance that is only Prohibited In Competition; Possession by a Player Support Personnel at any time or place of a Prohibited Method, or of a substance that is prohibited Out of Competition, or of a Social Drug, in connection with a Player, a Match or a training session; and Possession by a Player Support Personnel In Competition of any substance that is only prohibited In Competition, in connection with a Player, a Match or Training Session is prohibited unless the Player or Player Support Personnel establishes that the Possession is consistent with a Therapeutic Use Exemption that has been granted to a Player.
- (a) If this violation is committed by a Player the penalties set out in Regulation 43 apply, unless the violation involves only a Social Drug which is possessed Out of Competition in which case the penalties set out in Regulation 44 apply.

- (b) If this violation is committed by Player Support Personnel the penalties set out in Regulation 49 apply.

#### **Trafficking or Attempted Trafficking**

- 12. Trafficking or Attempted Trafficking in a Prohibited Substance or a Prohibited Method by a Participant (or by a third party with the Participant's knowledge) is prohibited.
  - (a) If this violation is committed by a Player the penalties set out in Regulation 47 apply.
  - (b) If this violation is committed by a Participant (other than a Player) the penalties set out in Regulation 50 apply.

#### **Club Whereabouts information**

- 13. Failure of a Club to give The FA accurate whereabouts information when requested to do so is prohibited.
  - (a) This violation shall cover a situation where a Club fails to provide regular details of the times, dates and venues of club training sessions and/or the information contained in such reports is either initially inaccurate or has not been updated by the Club.
  - (b) The FA (whether through the Anti-Doping Unit or otherwise) may issue directions from time to time about:
    - (i) the type of information to be submitted; and
    - (ii) the manner and time frame in which such whereabouts information must be submitted by Clubs. The failure to adhere to such directions will be considered in determining whether an Anti-Doping Rule Violation has been committed pursuant to this Regulation 13.
  - (c) The penalties set out in Regulation 51 apply to this violation.

#### **Misconduct**

- 14. The Anti-Doping Rule Violations are set out and described in further detail in Anti-Doping Regulations 3 to 13 (inclusive above). Committing an Anti-Doping Rule Violation will be regarded as amounting to a breach of the Anti-Doping Regulations which must be complied with pursuant to Rule E 25 of the Rules of The Football Association. Conduct not covered by any of the specific Anti-Doping Rule Violations may be regarded as Misconduct (as defined in the Rules of The Football Association).
  - (a) If this violation is committed by a Player the penalties set out in Regulation 48 apply.
  - (b) If this violation is committed by a Participant (other than a Player) the penalties set out in Regulation 51 apply.

#### **PART TWO – TESTING PROCEDURES**

- 15. Administrative and procedural guidelines for the conduct of drug testing including the obtaining of a "sample" are set out in the Procedural Guidelines for the Conduct of Drug Testing (the "Guidelines") contained in Schedule One
- 16. Procedural guidelines for sample collection are also set out in the WADA International Standard for Testing (the "International Standard"), a copy of which is available on WADA's website [www.wada-ama.org](http://www.wada-ama.org). To the extent that the Guidelines are inconsistent with the International Standard, the International Standard shall prevail.

**PART THREE – COMMENCING DISCIPLINARY PROCEEDINGS AND STANDARD OF PROOF****Disciplinary proceedings**

17. If:
- (a) a laboratory detects the presence of a Prohibited Substance in a sample; or
  - (b) a laboratory or The FA discovers evidence of the use or attempted use of a Prohibited Substance or a Prohibited Method; or
  - (c) evidence comes to The FA's attention suggesting that any Anti-Doping Rule Violation may have been committed;
- The FA shall consider the evidence available and shall decide whether a charge shall be brought by The FA against a Participant.
18. Once evidence of the possible commission of an Anti-Doping Rule Violation by a Participant has been received by The FA upon which it may charge, The FA shall (where relevant) inform the Participant, and in the case of a Player a senior representative of his Club and if the Player is a member of The Professional Footballers' Association ("The PFA"), and if the Player consents, a representative of the PFA as soon as is reasonably practicable and may require a written explanation from the Participant within a designated time. The FA may also require that the Participant attends a personal interview. The Participant will be invited to give an explanation for the evidence of the commission of an Anti-Doping Rule Violation. The Participant is entitled to be accompanied by one representative of his Club, a legal adviser and if relevant a representative of The PFA. Such an interview may be recorded and may be used by The FA in any disciplinary proceedings brought against such Participant.
19. If no satisfactory explanation is provided The FA will generally decide to commence disciplinary proceedings against the Participant.
20. The FA must commence disciplinary proceedings within 8 years of the date on which the Anti-Doping Rule Violation occurred. The FA shall provisionally suspend a Player from the date that The FA notification of an Adverse Analytical Finding in respect of an A Sample for a Prohibited Substance other than a Specified Substance is communicated to the Player. The FA may provisionally suspend a Participant in other cases, and/or a Participant may wish to accept a provisional suspension, for the purposes of Regulation 35(b). In the event of a provisional suspension, the Participant shall be entitled to an expedited hearing and determination of the charge against him.

**Burden and standard of proof**

21. The provisions of Regulation 7.3 of Regulations for Football Association Disciplinary Action shall not apply in Anti-Doping Rule Violation cases brought under these Regulations. Instead in such Anti-Doping Rule Violation cases The FA shall bear the burden of proving, to the comfortable satisfaction of any Regulatory Commission or Appeal Board, or any other relevant commission or board, bearing in mind the seriousness of the allegations that are made, that an Anti-Doping Rule Violation has taken place. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt. For the avoidance of doubt this Regulation does not apply to a charge for misconduct pursuant to Regulation 14.
22. Where these Anti-Doping Regulations place the burden of proof on a Participant to rebut a presumption or establish specific facts or circumstances the standard of proof shall be on the balance of probabilities, except as expressly provided for in Parts Eight and Nine, where the Participant must satisfy a higher standard of proof.

**Methods of proof for Anti-Doping Rule Violations**

23. Facts relating to Anti-Doping Rule Violations may be established by any reliable means, including admissions.
24. WADA accredited laboratories are presumed to have conducted sample analysis and custodial procedures in accordance with the International Standard for Laboratories. A Participant may rebut this presumption by establishing that a departure from the

- International Standard for Laboratories occurred that could reasonably have caused the Adverse Analytical Finding (or the factual basis for any other Anti-Doping Rule Violation with which the Participant is charged), If the Participant does so, then The FA shall have the burden of establishing that such departure did not cause the Adverse Analytical Finding (or the factual basis for the other Anti-Doping Rule Violation with which the Participant is charged).
25. Departures from any other International Standard, the Guidelines or any other Anti-Doping regulation, rule or policy which did not cause an Adverse Analytical Finding or the factual basis for any other Anti-Doping Rule Violation with which a Participant is charged shall not invalidate such evidence. It is for the Participant to establish that such departures occurred which could have reasonably caused the Adverse Analytical Finding or the factual basis for the other Anti-Doping Rule Violation. If the Participant does so then The FA shall have the burden of establishing that such departures did not cause the Adverse Analytical Finding or the factual basis for the other Anti-Doping Rule Violation charged.
  26. Facts established by a decision of a court or professional disciplinary tribunal which is not the subject of a pending appeal shall be irrebuttable evidence of those facts against the Player or other Participant to whom the decision pertained unless that Player or Participant establishes that the decision contravened principles of natural justice. To the extent that this Regulation differs from Regulation 6.8 of the Regulations for Football Association Disciplinary Action, this Regulation shall prevail. This Regulation applies only to Anti-Doping Rule Violations.
  27. A Regulatory Commission hearing an Anti-Doping Rule Violation charge may draw any such adverse inference as it sees fit against a Player or other Participant based on their refusal to appear at the hearing or answer questions relating to the charge, after any request that they do so made in reasonable time.

#### **PART FOUR – THERAPEUTIC USE EXEMPTIONS**

28. A Player may request The FA to grant an exemption allowing him to take a substance for medical purposes which is normally prohibited under the Anti-Doping Regulations. The FA may delegate the question of whether a Therapeutic Use Exemption (“TUE”) should be granted to the NADO or any such other body The FA considers appropriate. The forms, procedure and criteria for the grant of a TUE are attached as Schedule Five to the Anti-Doping Regulations.

#### **PART FIVE – PENALTIES (GENERAL)**

##### **Imposition of penalties**

29. In disciplinary proceedings brought pursuant to these Regulations the Regulatory Commission shall have the power to impose a penalty in accordance with Parts Six, Seven and Eight. Unless the Participant establishes that there are grounds to eliminate or reduce such penalties in accordance with any applicable provision of Part Nine, the Regulatory Commission shall have no discretion to reduce those penalties.
30. The penalties may be increased based on a finding of aggravating circumstances as set out at Part Ten.
31. Where a Regulatory Commission also imposes a fine in respect of an Anti-Doping Rule Violation, this shall not be considered as grounds for reducing any period of suspension applicable under these Regulations.

##### **Anti-Doping Rule Violations committed in other sporting jurisdictions**

32. When considering the imposition of a penalty in accordance with the Anti-Doping Regulations, the Regulatory Commission shall take into account Anti-Doping Rule Violations committed pursuant to the regulations of FIFA, UEFA, or any other sports governing body wherever located in the world whether or not such other bodies govern football, provided



that those violations are consistent with the World Anti-Doping Code and within that other body's authority. Otherwise the Regulatory Commission has the discretion to take them into account.

### **Counselling, treatment and rehabilitation**

33. The Regulatory Commission may consider whether, in addition to imposing a penalty, a period of assessment, counselling, treatment or rehabilitation is appropriate. In deciding upon a course of assessment, counselling, treatment or rehabilitation, the Regulatory Commission may make such a course subject to such conditions as it considers appropriate in the circumstances. If the Regulatory Commission imposes a period of assessment, counselling, treatment or rehabilitation and the Player refuses to undergo, or fails to complete, such a period, The FA may commence disciplinary proceedings against that Player under Rule 25 of the Rules of The Football Association, or impose a pre-existing penalty such as a deferred suspension as if no period of assessment, counselling, treatment or rehabilitation had taken place.

### **Commencement of suspensions**

34. Subject to Regulations 35 and 36 a period of suspension shall commence from the date that such a penalty is determined by a hearing in accordance with The FA's disciplinary procedures or if the Participant waives the right to a hearing on the date that the Player is notified of the period of suspension.
35. (a) Where there have been substantial delays in the hearing process or other aspects of Anti-Doping that are not attributable to the Participant, the period of suspension may be deemed to have started at any time from the date the Anti-Doping Rule Violation occurred (eg the date of the sample collection) to take account of such delays.
- (b) The period of any provisional suspension will count towards the total period of suspension imposed by the hearing body. However no period before the imposition of a provisional suspension or the acceptance in writing of a voluntary suspension by the Player shall count towards the total period of suspension imposed by the Regulatory Commission regardless of whether the Player voluntarily did not participate in football activity during this time or was suspended from doing so by his club.
36. Where the Player promptly admits the Anti-Doping Rule Violation (which means, in all cases, before he participates in football activity again) after being notified of the Anti-Doping Rule Violation by The FA, the period of suspension may be deemed to have started at any time from the date the Anti-Doping Rule Violation occurred (e.g. the date of the sample collection). However, in all cases where this Regulation 36 is applied the Player must serve at least one half of the period of suspension starting from the date that the Player accepted the imposition of the suspension, the date of a hearing decision imposing a sanction or the date that the sanction is otherwise imposed.

### **Status during a suspension**

37. (a) A Participant who is the subject of a suspension pursuant to these Regulations cannot during the period of suspension participate in any capacity in any Match or any other football related activity other than anti doping education or rehabilitation programmes. The FA may (in its absolute discretion) permit a Player who has been suspended for six or more months to return to training and/or other football related activity with his club (but not participate in any Match) prior to the end of his suspension, as follows (provided that no such return is permitted unless agreed in writing in advance by The FA) -

	Period of suspension	Number of months prior to end of suspension that activity may be resumed
	Up to five months	Zero months
	Six to nine months	One month
	Ten months to one year	Two months
	One year or more	Three months
(b)	A Player or other Participant subject to a period of suspension longer than four (4) years may, after completing four (4) years of the period of suspension, participate in local sport events in a sport other than the sport in which the Player or other Participant committed the Doping Offence, but only so long as the local sport event is not at a level that could otherwise qualify such Player or other Participant directly or indirectly to compete in (or accumulate points toward) a national championship or International Event.	
38.	In addition to any period of suspension, for a Doping Offence not involving a Specified Substance, The FA will withhold some or all of any sports related payments otherwise due to the Player from The FA during the period of suspension.	
39.	Where any Player contravenes the terms of his suspension from participating in football and football related activity, the period of suspension originally imposed on the Player shall start again from the date of such contravention. A Player may seek a reduction in the period of such a suspension if he establishes no significant fault or negligence in the contravention of his suspension in accordance with Part Nine. A Regulatory Commission shall determine whether such a contravention has occurred and whether the Player has established no significant fault or negligence.	

#### Reinstatement testing

40. A Player who is the subject of a suspension pursuant to these Regulations must make himself available for testing during any period of suspension and must at the request of The FA (or other sports governing body if the Player moves outside of The FA's jurisdiction) provide details of his whereabouts to The FA (or other sports governing body) to allow such testing to take place.
41. Any Player who is the subject of a suspension pursuant to these Regulations and retires from football must make himself available for testing if he seeks to participate in any other sports competition. Where any such Player seeks a return to football activity, he may only do so once he has notified The FA of his intention to return and has made himself available for Out of Competition testing for a period equal to the period of suspension he remained subject to when he retired.
42. If a Player who is not suspended retires from football, such that he is no longer subject to testing by The FA or any other relevant authority, he may not return to participate in football activity unless he notifies The Football Association in writing at least six months before he expects to resume football activity and makes himself available for Out of Competition testing and (if requested) complies with the whereabouts requirements during that six month period.

### **PART SIX - PENALTIES FOR AN ANTI-DOPING RULE VIOLATION COMMITTED BY A PLAYER**

#### Presence, use, possession

43. Subject to the provisions of Regulations 44 and 65 - 82 (inclusive), for a violation committed by a Player under Regulation 3 (the presence of a Prohibited Substance), Regulation 4 (the use/attempted use of a Prohibited Substance/Prohibited Method), or Regulation 11 (possession) the following penalties must be imposed;
- (a) for a first violation – 2 years suspension; and
- (b) for repeated violations – refer to the table at Regulation 52 .

**Presence, use or possession of a Social Drug Out of Competition**

44. Subject to the provisions of Regulations 65 – 82 (inclusive), for a violation committed by a Player which occurs Out of Competition and involves a Social Drug under Regulation 3 (the presence of a Prohibited Substance), Regulation 4 (the use/attempted use of a Prohibited Substance/Prohibited Method), or Regulation 11 (possession) a penalty within the following range must be imposed:
- (a) for a first violation – a minimum of a warning and a maximum of 6 months suspension;
  - (b) for a second violation – a minimum of 6 months and a maximum of 2 years suspension;
  - (c) for a third violation – a minimum of 2 years and a maximum of a permanent suspension; and
  - (d) for a fourth violation – a minimum of a permanent suspension.

**Failure to test, tampering**

45. Subject to the provisions of Regulations 68 – 82 (inclusive), for a violation committed by a Player under Regulation 5 (failure to test) or Regulation 10 (tampering) the following penalties must be imposed -
- (a) for a first violation – 2 years suspension; and
  - (b) for repeated violations – refer to the table at Regulation 52.

**Missed tests**

46. For a violation committed by a Player under Regulation 6 (missed tests) or Regulation 7 (failure to provide whereabouts information / missed tests for NRTP Players) the following penalties must be imposed:
- (a) for a first violation – a minimum one year suspension and a maximum of two years suspension based on the Player's degree of fault; and
  - (b) for repeated violations – refer to the table at Regulation 52.

**Administration or trafficking**

47. Subject to Regulations 68 – 79 for a violation committed by a Player under Regulation 8 (administration) or Regulation 12 (trafficking) the following penalties must be imposed:
- (a) for a first violation – a minimum of 4 years, up to a permanent suspension;
  - (b) for repeated violations – refer to the table at Regulation 52.
- If the first violation involves a Player administering or trafficking to a person under the age of 18 the violation shall result in a minimum of permanent suspension unless the violation involves only a Specified Substance. Any significant violations that may also breach nonsporting laws and / or regulations shall be reported to the competent authority.
- Subject to Regulations 68 – 79 for a violation committed by a Player under Regulation 8 (administration) which occurs Out of Competition and involves only a Social Drug, the following penalties must be imposed:
- (c) for a first violation – a minimum of 6 months and a maximum of 12 months suspension;
  - (d) for a second violation – a minimum of 12 months and a maximum of 4 years suspension;
  - (e) for a third violation – a minimum of 4 years and a maximum of a permanent suspension;
  - (f) for a fourth violation – a minimum of a permanent suspension.

**Interference or misconduct**

48. For a violation committed by a Player under Regulation 9 (interference with the anti-doping programme) and Regulation 14 (misconduct) the Regulatory Commission shall have at its disposal all of the penalties set out in Regulation 8.1 of the Regulations for Football Association Disciplinary Action.

**PART SEVEN - PENALTIES FOR AN ANTI-DOPING RULE VIOLATION COMMITTED BY A PARTICIPANT (OTHER THAN A PLAYER)****Tampering or possession**

49. Subject to Regulations 65-82 (inclusive) in the case of possession only, and Regulations 68-82 (inclusive) in the case of tampering only, for a violation committed by a Participant (other than a Player) under Regulation 10 (tampering) or for a violation committed by Player Support Personnel under Regulation 11 (possession) the following penalties must be imposed:

- (a) for a first violation – 2 years suspension; and
- (b) for repeated violations – a minimum of permanent suspension.

Subject to Regulations 65 – 82 for a violation committed by Player Support Personnel under Regulation 11 (possession) which occurs Out of Competition and involves only a Social Drug, the following penalties must be imposed:

- (a) for a first violation – a minimum of 6 months and a maximum of 12 months suspension;
- (b) for a second violation – a minimum of 12 months and a maximum of 4 years suspension;
- (c) for a third violation – a minimum of 4 years and a maximum of a permanent suspension;
- (d) for a fourth violation – a minimum of a permanent suspension.

**Administration or trafficking**

50. Subject to Regulations 68 - 79 for a violation committed by a Participant (other than a Player) under Regulation 8 (administration) or Regulation 12 (trafficking) the following minimum penalties must be imposed:

- (a) for a first violation – a minimum of four years, up to a permanent suspension;
- (b) for repeated violations – a minimum of permanent suspension. If the first violation involves Player Support Personnel administering or trafficking to a person under the age of 18 the violation shall result in a minimum of permanent suspension unless the violation involves a Specified Substance. Any significant violations that may also breach non-sporting laws and / or regulations shall be reported to the competent authority

**Interference, misconduct or whereabouts**

51. For a violation committed by a Participant (other than a Player) under Regulation 9 (interference with the Anti-Doping programme) and Regulation 14 (misconduct) or for a violation committed by a Club under Regulation 13 (whereabouts information) the Regulatory Commission shall have at its disposal all of the penalties set out in Regulation 8.1 of the Regulations for Football Association Disciplinary Action.

**PART EIGHT - MULTIPLE VIOLATIONS**

52. Penalties for a Player's first Anti-Doping Rule Violation are set out in Regulations 43 - 48 above. For a second Anti-Doping Rule Violation, save for one involving only a Social Drug committed Out of Competition, the penalty shall be as set out below –

Second Violation \ First Violation	RS	FFMT	NSF	St	AS	TRA
RS	1-4	2-4	2-4	4-6	8-10	10-Life
FFMT	1-4	4-8	4-8	6-8	10-Life	Life
NSF	1-4	4-8	4-8	6-8	10-Life	Life
St	2-4	6-8	6-8	8-Life	Life	Life
AS	4-5	10-Life	10-Life	Life	Life	Life
TRA	8-Life	Life	Life	Life	Life	Life

*Definitions for the purpose of the second Anti-Doping Rule Violation table:*

**RS** (reduced sanction for Specified Substance under Regulations 65-67): The Anti-Doping Rule Violation did incur or should incur a reduced sanction under Regulations 65-67 because it involved a Specified Substance and the other conditions under Regulations 65-67 were met.

**FFMT** (missed tests): The Anti-Doping Rule Violation was or should be sanctioned under Regulation 46.

**NSF** (reduced sanction for no significant fault or negligence): The Anti-Doping Rule Violation did incur or should incur a reduced sanction under Regulations 71-72 because the Participant established No Significant Fault or Negligence under Regulations 71-72.

**St** (standard sanction under Regulations 43 or 45): The Anti-Doping Rule Violation did incur or should incur the standard sanction of two years under Regulations 43 or 45.

**AS** (aggravated sanction): The Anti-Doping Rule Violation did incur or should incur an aggravated sanction under Regulations 80 - 82 because The FA established the conditions set forth under Regulations 80-82.

**TRA** (Trafficking or Attempted Trafficking and administration or Attempted administration): The Anti-Doping Rule Violation did incur or should incur a sanction under Regulation 47.

**Application of reductions to second Anti-Doping Rule Violation**

53. Where a Participant who commits a second Anti-Doping Rule Violation establishes entitlement to suspension or reduction of a portion of the period of suspension under Regulations 73 – 79 below, the Regulatory Commission shall first determine the otherwise applicable period of suspension within the range established in the table under Regulation 52 and then apply the appropriate suspension or reduction of the period of suspension. The remaining period of suspension, after applying any suspension or reduction, must be at least one quarter of the otherwise applicable period of suspension.

**Application to specific previous Anti-Doping Rule Violations**

54. Any Anti-Doping Rule Violation that took place prior to the enforcement of these Regulations shall be taken into account for the purposes of applying the provisions of the table at Regulation 52 above. For these purposes, an Anti-Doping Rule Violation that occurred prior to the enforcement of these Regulations, and involved a substance that is categorised as a

Specified Substance under these regulations where the period of suspension imposed was less than two years, that previous Anti-Doping Rule Violation shall be considered as having incurred a reduced sanction (RS).

### **Third Anti-Doping Rule Violation**

55. A third Anti-Doping Rule Violation will always result in a lifetime period of suspension, except if the third Violation fulfils the condition for elimination or reduction of the period of suspension for specified substances under specific circumstances under Regulations 65 - 67 (inclusive), or involves an Anti-Doping Rule Violation under Regulation 6 (missed tests). In these particular cases, the period of suspension shall be from eight years to a lifetime ban.

### **Additional rules for certain potential multiple Anti-Doping Rule Violations**

56. When imposing penalties for second or subsequent Anti-Doping Rule Violations ("Repeat Violations"), such Repeat Violations may only be considered if The FA establishes that the Participant committed the Repeat Violation after the Participant received notice or The FA made a reasonable attempt to give notice of the previous Anti-Doping Rule Violation. If The FA is unable to establish that it has given or attempted to give notice the Anti-Doping Rule Violations shall be considered as one single Violation and the penalty imposed shall be the more severe penalty. However, the occurrence of multiple Anti-Doping Rule Violations may be considered as a factor in determining aggravated circumstances under Regulations 80-82.

### **Additional rules for prior, but later-discovered Anti-Doping Rule Violations**

57. If, after the establishment of a first Anti-Doping Rule Violation, The FA discovers facts involving an Anti-Doping Rule Violation by the Player that occurred prior to notification regarding the first Anti-Doping Rule Violation, then The FA shall impose an additional sanction based on the sanction that could have been imposed if the two Anti-Doping Rule Violations had been dealt with by a Regulatory Commission at the same time. To avoid the possibility of a finding of aggravating circumstances on account of the earlier but later-discovered Anti-Doping Rule Violation, the Player must voluntarily admit the earlier Anti-Doping Rule Violation in a timely manner after notice of the Anti-Doping Rule Violation for which he is first charged. The same rule shall also apply when The FA discovers facts involving another prior Anti-Doping Rule Violation after the establishment of a second Anti-Doping Rule Violation.

### **Multiple Anti-Doping Rule Violations during an eight-year period**

58. For the purpose of Regulations 52 - 57, each Anti-Doping Rule Violation must take place within the same eight-year period in order to be considered multiple violations.

### **Target testing of the team**

59. Where more than one member of a team has been notified of an Anti-Doping Rule Violation under Schedule One in connection with a Competition, The FA shall conduct appropriate target testing of the team during that Competition in the same playing season.

### **Sanction on a Club**

60. If more than two Players of a team are found to have committed an Anti-Doping Rule Violation (not including an Anti-Doping Rule Violation involving only a Social Drug out of Competition, or an Anti-Doping Rule Violation contrary to Regulation 6 (missed tests) or Regulation 9 (interference with the Anti-Doping Programme) as these Anti-Doping Rule Violations are not contained in the World Anti-Doping Code) during a Competition and in the same playing season, whilst registered to play for that team, a Regulatory Commission shall impose a sanction on that team or its Club, in addition to any sanction imposed on the Players who committed such Anti-Doping Rule Violations.

61. This sanction shall automatically follow from the Anti-Doping Rule Violations committed by the Players. The team or Club will not be entitled to challenge the findings of the Regulatory Commission or Appeal Board in relation to the Anti-Doping Rule Violations committed by the individual Players, but shall be entitled only to address a Regulatory Commission in mitigation before any sanction is imposed on the team or Club.
62. The sanctions available to a Regulatory Commission in such circumstances shall be as follows –
  - (i) A points deduction;
  - (ii) Forfeit of a match or matches;
  - (iii) Exclusion of a team from a competition;
  - (iv) A fine.

## **PART NINE - REDUCTION OF PENALTIES FOR EXCEPTIONAL OR SPECIFIC CIRCUMSTANCES**

### **General**

63. If the Participant establishes any of the applicable conditions set out in Regulations 65 - 72 the Regulatory Commission may replace the penalties set out in Regulations 43 - 50 with the penalties stipulated in Regulations 65 - 72 (inclusive).

### **Principles for Exceptional or Specific Circumstances**

64. Decisions taken under these Regulations regarding exceptional or specific circumstances must be consistent. Therefore the following principles shall apply –
  - (a) Exceptional or specific circumstances will exist only where the circumstances are truly exceptional and not in the vast majority of cases;
  - (b) The evidence must be decisive and specific to explain the departure from expected standards of behaviour;
  - (c) A Player's or Participant's minority is not in itself a justification of a reduction of the minimum penalty, but youth and inexperience are factors to be taken into account in determining fault under Regulations 68 - 72 below.

### **Specified Substances under Specific Circumstances**

65. For these purposes, Specified Substances shall mean all Prohibited Substances classified as such in the Prohibited List. Prohibited methods shall not be Specified Substances.
66. If the violation was committed by a Player under Regulation 3 (the presence of a Prohibited Substance), by a Player under Regulation 4 (the use/attempted use of a Prohibited Substance), or by a Player/Player Support Personnel under Regulation 11 (possession) and the Player/Player Support Personnel:
  - (i) establishes that the relevant Anti-Doping Rule Violation involves a Specified Substance; and
  - (ii) establishes how that Specified Substance entered his body or came into his possession; and
  - (iii) establishes that there was no intention to enhance sporting performance or to mask the Use of a performance enhancing substance, then (subject to Regulation 67), the penalties can be reduced as follows:
    - (a) for a first violation – a minimum of a warning and reprimand without any period of suspension and a maximum of 2 year's suspension;
    - (b) for repeated violations – refer to the table at paragraph 52.
67. For a reduction of the minimum penalty to be applied, the Player/Player Support Personnel must produce corroborating evidence in addition to his word that establishes to the comfortable satisfaction of the Regulatory Commission that there was no intention to enhance sporting performance or mask the use of a performance enhancing substance.

The Player's / Player Support Personnel's degree of fault shall be the criterion used in assessing any reduction in the penalty.

#### **No Fault or Negligence (Exceptional Circumstances)**

68. If the violation was committed by a Player under Regulation 3 (the presence of a Prohibited Substance) and the Player:
- (i) establishes that he bears No Fault or Negligence and;
  - (ii) proves how the Prohibited Substance entered his body then the minimum period of suspension shall be eliminated.
69. If the violation was committed by a Player under Regulation 4 (the use/attempted use of a Prohibited Substance/Prohibited Method), Regulation 5 (failure to test) or by a Player/Player Support Personnel under Regulation 8 (administration/attempted administration), Regulation 9 (tampering), Regulation 11 (possession), or Regulation 12 (trafficking) and the Player/Player Support Personnel establishes that he bears No Fault or Negligence then the minimum period of suspension shall be eliminated.
70. For the avoidance of doubt if the provisions set out in Regulations 68 or 69 are applied and the minimum period of suspension is eliminated the violation will not be considered for the purposes of determining the period of suspension if multiple Anti-Doping Rule Violations have been committed.

#### **No Significant Fault or Negligence (Exceptional Circumstances)**

71. If the violation was committed by a Player under Regulation 3 (the presence of a Prohibited Substance) and the Player:
- (i) establishes that he bears No Significant Fault or Negligence and;
  - (ii) proves how the Prohibited Substance entered his body then the penalty may be reduced but the reduced period of suspension (if it is a first violation) may not be less than twelve months. If the minimum penalty would otherwise be a permanent suspension the reduced period under this provision would be no less than eight years.
72. If the violation was committed by a Player under Regulation 4 (the use/attempted use of a Prohibited Substance), or Regulation 5 (failure to test), or by a Player/Player Support Personnel under Regulation 8 (administration/attempted administration), Regulation 10 (tampering), Regulation 11 (possession) or Regulation 12 (trafficking) and the Player/Player Support Personnel/Participant establishes that he bears No Significant Fault or Negligence for the relevant Anti-Doping Rule Violation then the minimum penalty may be reduced to not less than one half of the minimum penalty otherwise applicable. If the minimum penalty would otherwise be a permanent suspension the reduced period under this provision would be no less than eight years.

#### **Assistance in Discovering Anti-Doping Rule Violations**

73. The FA or Regulatory Commission may suspend a part of any period of suspension imposed in an individual case where the Participant has provided Substantial Assistance to The FA, NADO, UEFA, FIFA or another national football association or an anti-doping organisation, criminal authority or disciplinary body, which results in The FA, NADO, UEFA, FIFA, the national association or other anti-doping organisation discovering or establishing an Anti-Doping Rule Violation by another person or which results in a criminal or disciplinary body discovering or establishing a criminal offence or the breach of professional rules by another person. If the decision to suspend the suspension on account of Substantial Assistance is made after a final decision following an appeal from a decision of a Regulatory Commission in respect of an Anti-Doping Rule Violation or the expiration of time in which an appeal must be brought, then the approval of WADA or FIFA is required.



74. Subject to Regulation 75, the extent to which the otherwise applicable period of suspension may be suspended shall be based on the seriousness of the Anti-Doping Rule Violation committed by the Participant and the significance of the Substantial Assistance provided by the Participant to the effort to eliminate doping in sport.
75. No more than three-quarters of the otherwise applicable period of suspension may be suspended. If the otherwise applicable period of suspension is a lifetime, the non-suspended period under this section must be no less than eight years.
76. If the FA or Regulatory Commission suspends any part of the otherwise applicable period of suspension under this article, it shall promptly provide a written justification for its decision to each anti-doping organisation having a right to appeal the decision.
77. If the Regulatory Commission subsequently reinstates any part of the suspended period of suspension because the Player has failed to provide the Substantial Assistance that was anticipated, the Participant may appeal the reinstatement.

#### **Admission of an Anti-Doping Rule Violation in the absence of other evidence**

78. Where a Participant voluntarily admits to having committed an Anti-Doping Rule Violation before having received notice of a sample collection that could establish an Anti-Doping Rule Violation or, in the case of an Anti-Doping Rule Violation other than under Regulation 3 (presence of a Prohibited Substance), before receiving first notification of the admitted violation pursuant to Regulation 18, and that admission is the only reliable evidence of the violation at the time of admission, then the period of suspension may be reduced, but not below one half of the period of suspension otherwise applicable.

#### **Reduction in sanction under more than one provision**

79. Before applying any reduction or suspension under Regulations 65 – 78 (inclusive), the otherwise applicable period of suspension shall be determined. If the Player establishes entitlement to a reduction or suspension of the period of suspension under two or more of Regulations 65 - 78, then the period of suspension may be reduced or suspended, but not below one quarter of the otherwise applicable period of suspension.

### **PART TEN – INCREASE OF PENALTIES**

#### **Aggravating circumstances that may increase the period of suspension**

80. If it is established before a Regulatory Commission or Appeal Board that aggravating circumstances are present in an Anti-Doping Rule Violation case (except for violations under Regulation 8 (administration) or Regulation 12 (trafficking)) which justify a period of suspension greater than the standard sanction, then the period of suspension shall be increased up to a maximum of four years, unless the Player or other Participant can prove to the comfortable satisfaction of the Regulatory Commission or Appeal Board that he did not knowingly commit the Anti-Doping Rule Violation.
81. A Player or other Participant can also avoid the imposition of an increased suspension by admitting the Anti-Doping Rule Violation promptly after being notified of it by The Association.
82. Examples of aggravating circumstances for these purposes include but are not limited to the following
  - The Anti-Doping Rule Violation was part of a plan or scheme to commit Anti-Doping Rule Violations, whether individually or as part of a conspiracy or group enterprise;
  - Multiple Prohibited Substances or Methods were involved in the Anti-Doping Rule Violation or it took place on multiple occasions;

- A normal person would benefit from the performance enhancing effects of the Anti-Doping Rule Violation for a period beyond the otherwise applicable period of suspension;
- The Player or other Participant involved in obstructive or deceptive behaviour to conceal the Anti-Doping Rule Violation.

#### **PART ELEVEN - APPEALS**

83. Appeals from the following decisions made pursuant to these Regulations – a decision that an Anti-Doping Rule Violation was (or was not) committed; a decision imposing (or not imposing) penalties for commission of a Anti-Doping Rule Violation; a decision that a charge should not be made based on an Adverse Analytical Finding or other evidence (whatever the reason, including procedural reasons such as lapse of time); a decision that The FA or Regulatory Commission lacks jurisdiction to deal with a charge; a decision to suspend a period of suspension under Regulations 73 – 76; a decision to reinstate a suspended period of suspension under Regulation 77; and a decision under Regulation 39 - may be made to an Appeal Board and will be dealt with in accordance with the Regulations for Football Association Appeals, regardless of which party brings the appeal. Any such appeal which involves a Player included in FIFA's International Registered Testing Pool (IRTP) shall be made to CAS.
84. In addition to The FA and the Participant who is the subject of the decision, FIFA, the NADO and WADA shall also have the right to appeal against a decision referenced in Regulation 83. Such decisions shall be notified immediately to FIFA, the NADO and WADA. The deadline for FIFA, the NADO and / or WADA to lodge such an appeal shall be 21 days from receipt of the decision and any case file from The FA. Regulation 1.2 of the Regulations for Football Association Appeals shall not apply to FIFA, the NADO or WADA in such cases. Both the Participant who is the subject of the decision and the Association shall have the right to act as a Respondent where an appeal is brought by FIFA, the NADO or WADA.
85. FIFA and WADA shall also have the right to appeal to CAS against any decision of the Appeal Board in relation to an Anti-Doping Rule Violation, which would otherwise be final and binding under the Regulations for Football Association Appeals. Such decisions of the Appeal Board shall be sent immediately to FIFA and WADA. The deadline for FIFA and WADA to lodge such an appeal shall be 21 days from receipt of the decision and any case file from The FA.
86. Notwithstanding any other provision of these Regulations, where WADA has a right of appeal under these Regulations against a decision, and no other party has appealed against that decision, WADA may appeal that decision directly to CAS without having first to exhaust any other remedy, including (without limitation) without having to appeal to the Appeal Board. Where The FA fails to render a decision with respect to whether an Anti-Doping Rule Violation was committed within a reasonable deadline set by WADA, WADA may elect to appeal directly to CAS as if The FA had rendered a decision finding no Anti-Doping Rule Violation. If CAS determines that an Anti-Doping Rule Violation was committed and that WADA acted reasonably in electing to appeal directly to CAS, WADA's costs and legal fees shall be reimbursed by The FA.
87. A Player only may appeal against a Provisional Suspension imposed upon him by the Chairman of the Judicial Panel in accordance with Schedule One of these Regulations. Such appeal shall be in accordance with the Regulations for Football Association Appeals.

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**PART TWELVE – MISCELLANEOUS**

88. The FA will recognise testing, TUEs and hearing results or other final adjudication of any signatory of the World Anti-Doping Code that are consistent with the Code and within the signatory's authority. The FA will recognise the same actions of bodies that are not signatories of the World Anti-Doping Code if the rules of those bodies are otherwise consistent with the World Anti-Doping Code.
89. Where doping control has been carried out in accordance with FIFA's Anti-Doping Regulations, whether by FIFA or another confederation or association, The FA shall recognise the results of such doping control.
90. The FA shall recognise and render effective decisions taken by FIFA or another national association regarding a breach of FIFA's Anti-Doping Regulations.
91. Personal information that is provided pursuant to these Regulations shall be collected, stored, processed and/or disclosed in compliance with the applicable law and the International Standard for the Protection of Privacy and Personal Information. Any Participant providing such information shall be deemed to have consented to such treatment.

## SCHEDULE ONE

### Procedural Guidelines for the Conduct of Drug Testing

#### PART ONE – GENERAL PROVISIONS

##### 1. General

- 1.1. Testing will be carried out in substantial conformity with the International Standard for Testing and these Guidelines (as amended from time to time). The FA has test jurisdiction over all Participants, Drug testing may be conducted on both male and female Players and reference in these guidelines to “a Player” includes either gender, as appropriate.
- 1.2. Drug testing refers to the collection of both blood and urine samples. The decision to collect blood and/or urine samples at a test event is at the absolute discretion of the NADO and The Football Association. The minimum requirements for blood testing set out in clause 6.1 only apply to Premier League and Football League Championship Clubs. Any Player may be subject to blood testing regardless of which league he participates in.
- 1.3. Drug testing may be conducted on Players under the age of 18 years. Where a Player under 18 years is to be tested, any consent or signature that is required by these Regulations is to be given by a representative of the Player’s Club. It is the responsibility of each Club to ensure that it has obtained, from a person with parental responsibility for any minor, prior written consent to the conduct of drug testing upon such a minor. No Player under the age of 18 may participate in any football activity without such consent being obtained.
- 1.4. All Participants shall be responsible for knowing what constitutes an Anti-Doping Rule Violation and the substances and methods that have been included in the Prohibited List.
- 1.5. Players are obliged to undergo drug testing as set out in these Regulations. In particular, every Player designated to undergo a drug test by a Doping Control Officer, or Blood Collection Official whether as a result of target testing or random selection, is obliged to provide a urine sample and, if requested, a blood sample, and to cooperate with all competent officials.

##### 2. CONFIDENTIALITY

- 2.1. A Player has the right to access information relevant to his test held in relation to the Anti-Doping Programme. The FA may however refuse such access if, for example but without limitation, the release of such information:
  - (a) would jeopardise any charges brought or to be brought by The FA or jeopardise an ongoing investigation whether or not this involved the Player who was being charged;
  - (b) would jeopardise the rights of third parties (including the source(s) of information received by The FA); or
  - (c) appears to be sought by the Player for an improper or collateral purpose.
- 2.2. Periodically The FA may publish to the NADO or the public in general, in summary and anonymised form, reports of tests undertaken on Players.
- 2.3. In the event of a Adverse Analytical Finding or the issuance of a charge The FA shall notify the NADO of the details of such positive finding or charge.
- 2.4. The FA may notify FIFA or UEFA of the results of any sample analysis.
- 2.5. The FA shall not comment publicly on the specific facts of a pending case, except in response to public comments attributable to the Participant concerned or their representatives.
- 2.6. In the event of disciplinary proceedings, including appeal proceedings, The FA may publish, in the press or otherwise, certain matters of fact relating to such proceedings (see “Regulations on General Provisions relating to Inquiries, Commissions of Inquiry,

Regulatory Commissions of The Association. Other Disciplinary Commissions and Appeal Boards" contained in The FA Handbook) and following the disciplinary proceedings The FA (and /or the NADO where the disciplinary proceedings concern an Anti-Doping Rule Violation contained in the World Anti- Doping Code) may publicly disclose (at its election) the decision or the outcome of the proceedings, save where the decision is that that no Anti-Doping Rule Violation has been committed, in which case the decision may only be disclosed publicly with the consent of the Participant.

- 2.7. Notwithstanding paragraph 2.6, the Regulatory Commission or Appeal Board may order that some or all of the text of any decision it reaches in an anti-doping case may not be published, where there are compelling reasons not to publish. In such cases, only the outcome may be published.

## **PART TWO – DRUG TESTING**

### **3. Sample Collection Form(s)**

- 3.1. It should be noted that the Sample Collection Form and Sample Collection Form (Blood) used in the Anti-Doping programme are generic and not specific to football. In the event of any conflict between the terms of any form(s) and the Anti-Doping Regulations or these Guidelines, the Anti-Doping Regulations and Guidelines shall prevail.

### **4. Test Distribution Planning**

- 4.1. The NADO will draw up the test distribution plan for football in consultation with The FA Anti-Doping Unit. Players shall be selected for sample collection using random selection methods and targeted testing, as required.
- 4.2. Target testing shall be based on an assessment of the risks of doping and the most effective use of resources to ensure optimum detection and deterrence. Target testing conducted Out of Competition shall be as determined by the NADO in consultation with The FA Anti-Doping Unit, or by The FA Anti-Doping Unit independently. During In Competition periods, the DCO and / or The Football Association Supervising Officer ("FASO") may also select additional Players for sample collection, e.g. based on behaviour indicating doping. If more than one Player in a team has tested positive, target testing may be performed on all Players in the team.
- 4.3. For individual Players, target testing may be performed as a consequence of:
- (a) behaviour indicating doping
  - (b) abnormal biological parameters (blood parameters, steroid profiles etc.)
  - (c) injury
  - (d) repeated, or suspicious failure to make whereabouts filings
  - (e) player test history
  - (f) the conditions of a disciplinary order,
  - (g) reinstatement following a period of suspension
  - (h) any other reason determined by The Football Association or the NADO.

Neither The FA nor the NADO is obliged to provide the player or club representative with a reason for the player's selection for a target test.

- 4.4. Testing that is not target testing shall be determined by random selection.

## **General**

### **5. Notification of Drug Testing**

- 5.1. The sample collection will be carried out by Doping Control Officers (DCOs), and where blood testing is conducted, by Blood Collection Officials (BCOs). DCOs and BCOs may be accompanied by Chaperone(s) who will assist in the notification procedure and in chaperoning Players. During testing conducted In Competition and during testing

conducted using the whereabouts information specified in Regulation 6, a FASO will also be present (i) to act as a point of liaison between the Club and Player and the DCO(s)/BCO(s)/Chaperone(s), and (ii) to facilitate the conduct of drug testing and (iii) to report any matters of interest or concern to The FA.

- 5.2. Before drug testing is carried out, if requested by the Player and/or any Club official, the Competent Officials must show their identification cards. The Competent Officials are under no obligation to present their identification cards where the circumstances render this unreasonable, in particular where a Player is failing to cooperate with the conduct of the testing or is failing or refusing to provide a sample.
- 5.3. On arriving at a venue for In Competition drug testing or for testing using the whereabouts information specified in Regulation 6, the Competent Officials will attempt to make contact with an official from the relevant Club. For an In Competition test the official would be the Secretary of the home Club or if the Secretary is not present or otherwise unavailable contact will be made with another official from the home Club.
- 5.4. If requested by a DCO, BCO, FASO or Chaperone, any Player selected for drug testing may be required to produce photographic identification to prove their identity.

## 6. Facilities for the Collection of Samples

- 6.1. At all venues used for drug testing, clubs are obliged to provide as a minimum the following secure areas (collectively known as the "Doping Control Station") for the collection of samples:

- (a) A clean, adequately lit private waiting area, with sufficient seating for the Players waiting to be tested, and
- (b) A clean, private working area of sufficient size to comfortably accommodate the persons referred to in paragraph 16.3 below, which should contain clean fixed surfaces for sampling equipment and samples, and
- (c) Private toilets.

Where Players are subject to blood testing under these regulations, a comfortable chair and/or bed for the Player to use during the provision of a blood sample, and sufficient space for the Player to lay down, should also be provided in addition to the above requirements.

- 6.2. The Doping Control Station must be allocated for the sole use of the Competent Officials for the duration of the doping control process. Where practical all areas required for the Doping Control Station must be linked or within the proximity of each other. The Doping Control Station must be clearly identified. The Doping Control Station should be made available in a usable condition and should be clean.
- 6.3. The Competent Officials will provide the equipment that is required for the drug testing including where applicable collection vessels, containers, sample bottles, and approved sealing equipment.
- 6.4. Prior to the start of testing the Competent Officials should satisfy themselves that the Doping Control Station facilities are adequate. Clubs must comply with any reasonable requests made by the Competent Officials if they do not believe that the facilities are adequate. The FA may make a written request for a Club to alter or improve its Doping Control Station or the facilities used for the same and the Club shall alter or improve its Doping Control Station to meet the request within a reasonable timeframe to be stipulated by The FA.
- 6.5. The DCO(s) will make every effort to collect samples as discreetly as possible and with maximum privacy, but it must be recognised that circumstances may impose difficulties upon a DCO that cannot easily be overcome.
- 6.6. Once the Competent Officials have confirmed their satisfaction with the facilities provided only those people listed in paragraph 16.3 of these Guidelines should be allowed into the Doping Control Station until completion of the doping control process.

- 6.7. It is recommended that the Club arranges for a security guard/steward to be positioned outside the Doping Control Station to keep unauthorised persons from entering the Station. A 'No Entry' sign should be displayed.

## **7. Verification of whereabouts information**

- 7.1. On occasion, The FA may send officials to training venues in order to verify in any respect the accuracy of the whereabouts information submitted by a club or Player. Such verification may be conducted separately to, or in accordance with drug testing. Clubs must provide FA staff attending for this purpose with all necessary assistance to complete this task satisfactorily.

## **8. Random selection of Players**

- 8.1. The selection of Players for drug testing shall be determined by the NADO in consultation with The FA Anti-Doping Unit, or by The FA Anti-Doping Unit independently. If it is decided to select Players on a random basis, the random selection by a draw of required Players will be conducted by the Lead DCO witnessed by the Competent Officials.
- 8.2. Only the Competent Officials need to be present for the draw, although official(s) from the relevant Club(s) whose Players are subject to testing will be invited to be present, however, the non presence of any such officials will not invalidate the draw.
- 8.3. Additional "reserve" Players will be drawn in case a Player is unable for good reason and/or fails without compelling justification to submit to the doping control process.  
If a Player is evaluated to have missed a test without good reason and/or fails without compelling justification to submit to the doping control process the Player may be subject to penalties for breaching the Anti-Doping Regulations.
- 8.4. The timing of the draw will be at the complete discretion of The FA and the NADO but in the case of an In Competition test will not ordinarily take place later than half-time.
- 8.5. During any test event, target testing of further Players may also be conducted at that time as a separate matter.

## **9. Target testing**

- 9.1. In addition to random testing the NADO in consultation with The FA Anti-Doping Unit, or The FA Anti-Doping Unit independently, may conduct target testing on Clubs or Players, including Players in the current representative England team squads. Target testing may be requested by the Professional Footballers' Association and/or Clubs.
- 9.2. Target testing will take place at a date and time determined by the NADO in consultation with The FA Anti-Doping Unit, or The FA Anti-Doping Unit independently. The Player may be required to supply whereabouts information to The FA to allow such testing to take place.

## **10. Player responsibilities**

- 10.1. The Player's rights include the right to:
- (a) have the team physician or other representative and, as required, an interpreter present;
  - (b) be informed and ask for additional information about the sample collection process;
- 10.2. The Player's obligations include the requirement to:
- (a) remain within direct observation of the BCO, DCO or the Chaperone at all times from the point of notification until completion of the sample collection;
  - (b) comply with sample collection procedures (where practicable the Player shall be advised of the possible consequences of failure to comply);
  - (c) report immediately for a test, unless there are valid reasons for a delay, as determined at the absolute discretion of the DCO or BCO.

**11. Notification of Players**

- 11.1. An appropriate Club representative will be notified of the Players selected for testing. For In Competition testing this will be via a written notice in the form set out in Schedule 4.
- 11.2. It is the obligation of the Club and all Club officials to ensure that the Competent Officials are given clear and unobstructed access to Players selected for testing without delay. Clubs and Club officials are under a duty to provide the Competent Officials with all reasonable assistance they may require to locate the Player and carry out the notification process and sample collection as expeditiously and as efficiently as possible. Clubs and Club officials must do all in their power to ensure that Players selected for testing make contact with the Competent Officials as soon as reasonably practicable. Any failure to do so may be treated as a breach of the Anti-Doping Regulations.
- 11.3. Once contact has been made between the selected Player and the Competent Official the Player will be notified of his selection for drug testing and must in accordance with paragraph 16.1 below immediately report to the Doping Control Station. The Player must allow himself to be chaperoned at all times following the notification. Save only where written acknowledgement is clearly impracticable at the time of notification, upon notification the Player must acknowledge that he has been selected for drug testing by signing the relevant section of the Sample Collection Form or Sample Collection Form (Blood). In those exceptional cases where written acknowledgement is impracticable at the time of notification, the Player should confirm the notification when he gets to the Doping Control Station, by signing the relevant section of the form at that point.
- 11.4. If a Player is evaluated to have avoided notification without compelling justification the Player will be deemed to have committed an Anti-Doping Rule Violation and may be subject to penalties for breaching the Anti-Doping Regulations and/or for general misconduct.

**12. Authorisation not to test**

- 12..1 At the absolute discretion of the FASO a Player may be excused participation in a test if the Player has sustained a serious injury which renders him incapable of taking a drug test and/or requires immediate attendance at hospital for medical treatment. The FA reserves the right for a Competent Official to accompany the injured Player to allow a test to be carried out following the required medical treatment.
- 12.2 If the injured Player is not accompanied to hospital, the Player and/or the Club must provide evidence to The FA of the Player's admission to hospital or of other medical treatment arising from that injury within 14 days of the day of the intended test. In this event a sample will be taken from another Player of the same team, either selected at random or pre-selected as a reserve. Clubs and Club officials must ensure that a Player pre-selected as a reserve does not leave the stadium, training ground or other relevant venue until the Player has checked with a DCO that he is not required for drug testing.

**13. Collection of Samples**

- 13.1. Having been notified, a Player must immediately report to the Doping Control Station. On reporting to the Doping Control Station, the Player must (if he has not done so already) acknowledge that he has been selected for drug testing by signing the relevant section of the Sample Collection Form or Sample Collection Form (Blood). He must then remain there until the testing process is completed. He may leave the Doping Control Station only under exceptional circumstances with the prior permission of the Lead DCO and then only if chaperoned by a DCO or Chaperone at all times until his return to the Doping Control Station.
- 13.2. If a Player fails or refuses to report to provide a sample, reports and refuses to provide a sample or otherwise fails to follow the directions of the Competent Officials he will be deemed to have committed an Anti-Doping Rule Violation and may be subject to penalties for breaching the Anti Doping Regulations and/or for general misconduct.



- 13.3. Only the following persons should be allowed into the working room of the Doping Control Station:-
- (a) the FASO;
  - (b) the DCO(s);
  - (c) the BCO(s);
  - (d) the Chaperone(s);
  - (e) the Player;
  - (f) the team physician or other representative nominated by the Player (and interpreter if required); and
  - (g) any other person specified by the NADO and/or The FA.

The Competent Officials may reasonably refuse access to the Doping Control Station to any person not listed in this paragraph 16.3.

- 13.4. Where a sample is to be taken from a Player under 18 years of age, the Player will be given the opportunity to have a representative, selected by and of the same gender as the Player, where practicable, present during the doping control process at all times.

#### **14. Failure to comply with doping control**

- 14.1. When any Competent Official becomes aware of any matters occurring before, during or after a sample collection session that may lead to a determination of a failure to comply, he must inform the FASO and Lead Doping Control Officer immediately.

- 14.2. The Lead DCO shall then:

- (a) inform the Player or other party concerned of the consequences of a possible failure to comply if practicable;
- (b) complete the Player's sample collection session, if possible;
- (c) provide a detailed written report of any possible failure to comply to The FA and the NADO.

- 14.3. The FA shall then:

- (a) inform the Player or other party concerned of the possible failure to comply in writing and grant the Player an opportunity to respond;
- (b) instigate an investigation of the possible failure to comply based on all relevant information and documentation;
- (c) document the evaluation process.

- 14.4. If The FA determines that there has been a potential failure to comply, it shall promptly notify the Player or other party in writing of the possible consequences, i.e. that a potential failure to comply will be investigated and that appropriate follow-up action will be taken in accordance with the FA Anti-Doping Regulations.

- 14.5. Any additional necessary information about the potential failure to comply shall be obtained from all relevant sources, including the Player or other party, as soon as possible and recorded.

- 14.6. The FA shall investigate the potential failure to comply and take appropriate follow-up action in accordance with the Anti-Doping Regulations and the Disciplinary Regulations.

- 14.7. The FA Anti-Doping Unit shall establish a system for ensuring that the outcomes of its investigation into the potential failure to comply are considered for the purposes of results management and, if applicable for further planning and target testing.

#### **15. Urine Samples**

- 15.1. As soon as a Player feels that he is ready to provide a urine sample, he may select a sample collection vessel and a lid from a number of clean, unused vessels/lids and proceed to provide the sample. The collection of the sample should be witnessed by a DCO who is the same gender as the Player.

- 15.2. Each Player is to be requested to provide a minimum of 90ml of urine. However, any 'shortfall' in the amount of urine provided shall not invalidate the test provided there is sufficient sample for the analysis to be adequately performed.
  - 15.3. If initially a Player is unable to provide the required amount of urine, the sample should be sealed and kept secure in the Doping Control Station. If a Competent Official permits him to leave the Doping Control Station (under chaperone), the Player must satisfy himself that the partial sample has been sealed and safely stored prior to leaving the Doping Control Station. When ready to add to the sample previously provided the Player may return to the relevant area and provide a further sample in accordance with the procedure set out in paragraph 18.1 of these Guidelines.
  - 15.4. Once the DCO is satisfied that a sufficient amount of urine has been collected the Player will be asked to select a box containing two tamper-evident sample bottles and to pour his sample from the collection vessel into the bottles. One sample bottle will be used as the "A" Sample and the other as the "B" Sample.
  - 15.5. If (a) further sample(s) are provided pursuant to paragraph 18.3 of these Guidelines such sample(s) will be mixed together by the Player (or in exceptional circumstances where the Player is unable to do so by a DCO) to create a single sample.
  - 15.6. The DCO will carry out a test on the residue of the sample left in the collection vessel to check the specific gravity of the sample to ensure that it falls within the range required by the International Standard for Testing. If the sample does not meet the required range the Player must provide further sample(s) in accordance with the procedure set out in paragraph 18.1 of these Guidelines until a sample is provided that meets the required range. The number of additional samples to be collected is at the sole discretion of the DCO conducting the test, who may decide to abandon the test if circumstances prohibit the collection of further samples. For the avoidance of doubt a sample may still be analysed if it falls outside of the range.
  - 15.7. The urine sample must be divided by the Player (or in exceptional circumstances where the Player is unable to do this by a DCO in the presence of the Player) into the two bottles. It is recommended that the Main "A" Sample consists of at least 60ml and the Reserve "B" Sample of at least 30ml of urine.
  - 15.8. The two bottles must be closed and sealed by the Player (or in exceptional circumstances where the Player is unable to do this by a DCO in the presence of the Player) and inserted into the box for transit to the laboratory. The Player should ensure that the code on each bottle is the same as that entered by the DCO on the Sample Collection Form.
  - 15.9. The Player, any accompanying representative and the DCO present at the Doping Control Station must sign the Sample Collection Form, confirming that the above procedures were carried out. If the Player thinks that the procedures were not carried out satisfactorily, he should declare so in writing on the Sample Collection Form and state his reasons for dissatisfaction. If the Player does not indicate any dissatisfaction with the testing procedure, this shall amount to conclusive evidence that the test was properly conducted and the Player will be deemed to have waived a claim to any irregularity in the collection of the sample.
- 16. Blood Samples**
- 16.1. Upon arrival at the Doping Control Station, the Player will be provided with an opportunity to hydrate. The Player will be required to sit, and to remain seated and relaxed for a time specified by the DCO before providing the blood sample. Should the Player not comply with this request then this will be recorded by the DCO.
  - 16.2. The DCO or BCO will ask the Player to provide information in relation to each of the following:
    - (i) the Player's use of medication that may affect the sample collection, particularly any medication that may affect blood clotting; and
    - (ii) any disorder suffered by the Player that may affect bleeding.

- 16.3. If the Player provides any information in relation to either of the above, this should be recorded on the Sample Collection Form (Blood), and the BCO (after consultation with the DCO) may determine in his or her sole discretion not to proceed with the collection procedure, in which case the DCO shall complete the Sample Collection Form (Blood) stating the reason why the BCO did not proceed with the collection.
- 16.4. After the required rest period, the DCO shall direct the Player to choose three sealed packs of blood collection kit from a selection of at least six. The DCO/BCO will then direct the Player to choose one blood sample storage kit (containing an A and B sample bottle) from a selection of at least three.
- 16.5. If, in assessing the Player's veins, the BCO considers that a butterfly needle is required for sample collection, the Player shall be asked to select a butterfly needle from a selection of sealed needles.
- 16.6. The BCO will then insert the needle into the Player's vein and attach the first container to the needle to collect the blood from the arm. Once the first amount of blood is collected, the first container will be removed and the second container will be attached onto the needle and the second amount of blood collected. The second container will then be removed with the needle still in the vein. If a tourniquet has been used, this will be released, and the needle will be removed from the vein.
- 16.7. In the event that the BCO is unable to withdraw sufficient blood from the first attempt, the BCO will undertake a second attempt to collect the blood sample from a different puncture site and using a new collection kit. No more than three attempts in total to insert a needle into the Player's body will be made on a Player at any one blood collection session. Should all three attempts fail, the blood collection session will be terminated and the DCO or BCO will record the reasons for terminating the collection session. The entire blood sample collection session will be carried out (to the extent reasonably practicable) in full view of the Player.
- 16.8. Once the BCO has collected the blood from the Player, the blood sample containers will be inverted gently to mix the blood with the anti-coagulant (if required) and then placed on a table in full view of the Player and the BCO.
- 16.9. The DCO/BCO or Player will then place one blood sample container into each of the A and B sample bottles and seal the bottles. The DCO/BCO will then record the blood sample bottle codes onto the Sample Collection Form (Blood) and record the time of sealing.
- 16.10. The Player shall be provided with an opportunity to document on the Sample Collection Form (Blood) any blood transfusions that he/she may have undergone over the last six months and/or to indicate any medications taken by him or her over the past seven days. The Player will also be required to complete the 'Consent for Research' section of the Sample Collection Form (Blood) to document whether the Player consents for their sample to be used for research.
- 16.11. The Player, any accompanying representative and the DCO/BCO present at the Doping Control Station must sign the Sample Collection Form (Blood), confirming that the above procedures were carried out. If the Player considers that the procedures were not carried out satisfactorily, he should declare so in writing on the Sample Collection Form (Blood) and state his reasons for dissatisfaction. If the Player does not indicate any dissatisfaction with the testing procedure, this shall amount to conclusive evidence that the test was properly conducted and the Player will be deemed to have waived a claim to any irregularity in the collection of the sample.

**PART THREE – PROCEDURES SPECIFIC TO IN COMPETITION TESTING****17. Selection of Matches**

- 17.1. Drug testing may be conducted at any match involving Participants and no prior notice needs to be given either to the Clubs concerned or to the Players.
- 17.2. The matches at which the drug tests are to be conducted will be decided by The FA in consultation with the NADO, or by The FA independently. All matches are open to testing.

**18. Procedures following the selection of Players**

- 18.1. Once Players have been selected the Club must allow the Competent Officials access to observe the Players from the tunnel area and or from an adjacent or nearby area of the pitch or stand where the Competent Officials can easily accompany the selected Players from the field of play in the event of substitution, injury or other reason for leaving the field of play.

**PART FOUR – PROCEDURES SPECIFIC TO OUT OF COMPETITION TESTING****19. General**

In association with the NADO or any other body so designated by The FA, The FA may conduct unannounced Out Of Competition testing on any Player. Such testing may be conducted at any venues set out in the Club's whereabouts information, or provided to The FA by a Player pursuant to Regulation 6(a)(i), or in the N RTP Player's whereabouts filings, or at other venues decided by The FA in association with the NADO or any other body as may be designated by The FA.

**20. Provision of whereabouts information**

*All Players save for those included in the IRTP or NRTP*

- 20.1. At the request of The FA all Clubs must furnish The FA with any whereabouts information The FA requires from time to time which shall include as a minimum:
- (a) training dates
  - (b) start and finish times of training; and
  - (c) the address at which such training will take place

*Players included in the National Registered Testing Pool (NRTP)*

- 20.2. Players may be included in a National Registered Testing Pool (NRTP) according to criteria stipulated by the NADO in consultation with The FA from time to time. Such Players shall be known as "NRTP Players".
- 20.3. A Player shall not be entitled to an explanation for his inclusion in the NRTP.
- 20.4. NRTP Players shall be notified by The FA of their inclusion in the NRTP, the requirement to comply with Regulation 7 of these Anti-Doping Regulations, and the consequences of any failure to comply with that requirement, all in accordance with the requirements of section 11 of the International Standard for Testing, which shall apply in full (and exclusively) to the NRTP Players and all Out of Competition testing conducted on the NRTP Players.
- 20.5. NRTP Players remain subject to all provisions of these Anti-Doping Regulations, save for Regulation 6 (missed tests).

*Players included in the International Registered Testing Pool (IRTP)*

- 20.6. Players included in FIFA's IRTP remain subject to the requirements of the Anti-Doping Regulations, save for Regulation 6 (missed tests), in addition to being subject to the requirements of Appendix D of FIFA's Anti-Doping Regulations, which can be found at [www.fifa.com](http://www.fifa.com).

- 20.7 Players included in FIFA's IRTP will be notified in writing by The FA of their inclusion in it, the consequent requirement to file whereabouts information, and the consequences of any failure to comply with that requirement.
- 20.8 It is the responsibility of all Players included in the IRTP and their Clubs to ensure that they are aware of the requirements of Appendix D of FIFA's Anti-Doping Regulations. Your attention is drawn in particular to –
- (i) The whereabouts requirements set out in Article 3, and
  - (ii) The availability for testing requirements set out in Article 4,
  - (iii) The potential liability and anti-doping rule violation set out at Articles 5 and 6.
- 20.9 Players included in the IRTP must file their whereabouts information with The FA, in accordance with Article 3 of FIFA's Anti-Doping Regulations, and The FA will submit that information to the FIFA Anti-Doping Unit.
- 21. Procedures following the selection of Players**
- 21.1. Once Players have been selected the Competent Officials must give Players a reasonable time to complete training or any other activity in which they are engaged before giving the verbal notification in accordance with paragraph 11.3 above.
- 21.2. The Club must allow the Competent Officials access to observe the Players complete training or any other activity in which they are engaged. Testing should commence, where reasonably practicable, within one hour of first contact with the Club officials.

#### **PART FIVE – STORAGE, DESPATCH AND ANALYSIS OF SAMPLES**

**22. Storage and Despatch of Samples**

- 22.1. All samples should be stored in a secure place pending despatch to the laboratory.
- 22.2. Where blood samples are collected, the A and B sample bottles may (depending on the transportation system being used) be placed into a plastic sleeve under the observation of the Player. The bottles will be placed into a temperature controlled container for transportation, whatever the transportation system used.
- 22.3. Samples should be sent to the laboratory as soon as is reasonably practicable.

**23. Use of accredited laboratories**

- 23.1. Analysis of the samples shall be carried out in WADA accredited laboratories or as otherwise approved by WADA. The choice of WADA accredited laboratory (or other laboratory or method) used for the sample analysis shall be determined exclusively by The FA or by any other body as may be designated by The FA.

**24. The purpose of sample analysis**

- 24.1. Samples shall be analysed to detect prohibited substances and prohibited methods identified in the Prohibited List and other substances as may be directed by WADA pursuant to its monitoring programme, and/or to assist the NADO and/or The FA in profiling relevant parameters, including DNA or genomic profiling, for anti-doping purposes.

**25. Research on samples**

- 25.1. No sample may be used for any purpose other than that described in these Regulations without the Player's written consent.

**26. Analysis of Samples**

- 26.1. Laboratories shall analyse samples and report results in conformity with the International Standard for Laboratories. The head of the laboratory shall send the test results to the NADO. The head of the laboratory may also send results to The FA.

- 26.2. A sample may be re-analysed at any time exclusively at the direction of The FA, WADA or the NADO. The circumstances and conditions for re-testing samples shall conform with the requirements of the International Standard for Laboratories.
- 26.3. All Samples provided by Players in doping control under the responsibility of The FA are the property of the designated sample collection body. The designated sample collection body shall immediately following sample provision by the Player concerned transfer ownership of that sample to The FA. Following consultation with The FA UK Anti-Doping may make reasonable directions in relation to the re-analysis of Samples based on knowledge and information arising after the initial analysis. The FA shall comply with such reasonable directions.
- 26.4. The FA will endeavour to ensure that the analysis of the Main "A" Sample is carried out as soon as possible after arrival at the designated laboratory.
- 26.5. Access to the laboratory during analysis should be restricted to authorised members of the laboratory and to authorised observers.
- 26.6. If at any stage any question, issue or problem arises in relation to the sample, the laboratory may conduct any further or other tests necessary to clarify or resolve the matter at issue. Such tests may be relied upon by The FA in any disciplinary proceedings.

## **PART SIX – RESULTS MANAGEMENT**

### **27. Communication of Results**

- 27.1. Following notification of an adverse analytical finding or other Anti-Doping Rule Violation under the Anti-Doping Regulations, the matter shall be subject to the results management process set out below.
- 27.2. The results management process shall be conducted by the NADO and/or and The FA Anti-Doping Unit as agreed between them. For the avoidance of doubt, the FA shall be the body that conducts the results management process unless The FA agrees otherwise.
- 27.3. For the purpose of this chapter, references hereafter to the NADO and the FA Anti-Doping Unit shall, where appropriate, be understood as meaning the relevant person or body of the association and references to the Participant shall, where appropriate, be understood as meaning any Player support personnel or other person.
- 27.4. If the Player is under 18 years of age at the time of the above notification, the Player will be asked to provide consent for The FA to notify their parent(s)/guardian(s).

### **28. Initial review regarding Atypical Findings and notification**

- 28.1. Upon receipt of an Atypical Finding, the NADO or The FA shall conduct a review to determine whether
  - (a) The finding is consistent with a valid and applicable TUE that has been granted or will be granted to the Player ;
  - (b) There has been any apparent departure from the International Standard for Laboratories or the International Standard for Testing that caused the finding
- 28.2. If the initial review does not reveal an applicable TUE or entitlement to a TUE or an apparent departure that caused the Atypical Finding, the NADO or The FA shall conduct the required investigation. After the investigation has been completed, the Player and his club, and WADA shall be notified whether or not the Atypical Finding will be brought forward as an Adverse Analytical Finding. Notice of an Atypical finding will not be provided before completion of the investigation unless it is determined that the B Sample should be analysed, in which case the Player will be notified.

**29. Initial review regarding Adverse Analytical Findings and notification**

- 29.1. Upon receipt of an Adverse Analytical Finding the NADO or The FA shall conduct a review to determine whether:
- (a) the finding is consistent with a valid and applicable TUE that has been granted or will be granted;
  - (b) there is any apparent departure from the International Standard for Laboratories or the International Standard for Testing that caused the Adverse Analytical Finding.
- 29.2. If the initial review does not reveal an applicable TUE or entitlement to a TUE or departure that caused the Adverse Analytical Finding, the NADO or The FA shall at once confidentially notify a representative of The FA Off-Field Football Regulation Department, who shall notify the Player's Club. The Player shall be notified simultaneously and this notification will include details of the following:
- (a) the Adverse Analytical Finding;
  - (b) the relevant Anti-Doping Rule Violation(s);
  - (c) his right to promptly request the analysis of the "B" sample and, failing such request within the time limit set by The FA Anti-Doping Unit of the fact that the "B" sample analysis may be deemed waived;
  - (d) the fact that analysis of the "B" sample analysis may be conducted at the request of The FA regardless of the Player's decision in this respect;
  - (e) the scheduled date, time and place for the "B" sample analysis;
  - (f) the opportunity for the Player and/or the Player's representative to attend the "B" sample opening and analysis;
  - (g) the Player's right to request copies of the "A" and "B" sample laboratory documentation package, which includes information as required by the International Standard for Laboratories;
- 29.3. In accordance with Regulation 18, the Player shall be afforded an opportunity, within a time limit set by The FA Anti-Doping Unit, to provide an explanation in response to the Anti-Doping Rule Violation asserted.

**30. Analysis of the "B" sample in Adverse Analytical Findings**

- 30.1. The Player has the right to request the analysis of the "B" sample within 5 calendar days of being notified of an Adverse Analytical Finding. The request for analysis of the "B" sample has no impact on a provisional suspension of the Player.
- 30.2. A Player may accept an "A" sample analytical result by waiving his right to the "B" sample analysis. The FA may however request the analysis of the "B" sample at any time if it believes that such analysis will be relevant to consideration of the Player's case.
- 30.3. The FA shall, either via the NADO or directly itself, communicate the request for analysis of the "B" sample immediately to the head of the laboratory where the "B" sample is stored. The analysis of the "B" sample shall be carried out as soon as possible. Any delay in processing of the 'B' sample shall not be considered as a deviation from the International Standard for Laboratories susceptible to invalidate the analytical procedure and analytical results. No other reason shall be accepted for changing the date of the "B" sample analysis.
- 30.4. The Player and/or his representative shall be allowed to be present at the opening of the "B" sample analysis and to attend the analysis throughout. A representative of the Player's association or club may also be present and attend throughout, as may a representative of The FA and/or the NADO.

**31. Results management**

- 31.1. The results of the "B" sample analysis shall be sent immediately to the NADO to determine whether they confirm the Adverse Analytical Finding made in respect of the "A" Sample.

**32. Results management for NRTP Players**

- 32.1 Unless the NADO agrees or WADA provides that FIFA shall take such responsibility, results management in respect of an apparent filing failure shall be conducted by the NADO in accordance with the International Standard for Testing Article 11.6.2.
- 32.2 Results management in respect of an unsuccessful attempt by or on behalf of the NADO to test an NRTP Player shall be conducted by the NADO in accordance with International Standard for Testing Article 11.6.3.
- 32.3 Results management in respect of an unsuccessful attempt by or on behalf of any other Anti-Doping Organisation to test an NRTP Player shall be conducted by that Anti-Doping Organisation in accordance with International Standard for Testing Article 11.6.3.
- 32.4 Where, in any eighteen-month period, an NRTP Player is declared to have three whereabouts failures, whether under these Regulations or (in accordance with International Standard for Testing Article 11.1.5) under the rules of any other relevant Anti-Doping Organisation, then (save only where International Standard for Testing Article 11.6.5(a) provides otherwise) the NADO shall be responsible for reviewing the matter to determine, in accordance with International Standard for Testing Article 11.6.5, whether the NRTP Player has a case to answer under Regulation 7.
- 32.5 NRTP Players shall continue to be subject to the requirements of International Standard for Testing Article 11 unless and until the NADO has informed him/her in writing that he/she no longer satisfies the criteria for inclusion in the National Registered Testing Pool.

**33. Review of other Anti-Doping Rule Violations**

- 33.1 In the case of any possible Anti-Doping Rule Violation where there is no Adverse Analytical Finding and no Atypical Finding, The FA shall conduct any investigation based on the facts of the case that it deems to be necessary.
- 33.2 At such time as The FA has reason to believe that an Anti-Doping Rule Violation might have occurred, it shall promptly notify the Player and the Player's club of alleged Anti-Doping Rule Violation, and the basis for it.
- 33.3 The Player shall be afforded an opportunity, within a time limit set by The FA, to provide an explanation in response to the Anti-Doping Rule Violation asserted.

**34. Retirement from sport**

- 34.1 If a Player retires while a results management process is under way, The FA retains jurisdiction to complete its results management process.
- 34.2 If a Player retires before any results management process has begun, The FA has jurisdiction to conduct results management in respect of any matter occurring prior to such retirement.

**35. Information concerning potential Anti-Doping Rule Violations**

- 35.1 The FA shall notify the NADO, FIFA and WADA of any alleged Anti-Doping Rule Violation by a Participant by no later than by completion of the process described above.
- 35.2 Notification shall include: the Player's name, country, sport, club, the Player's competitive level, whether the test was in competition or out of competition, the date of sample collection, and the analytical result reported by the laboratory.
- 35.3 The same organisations shall be regularly updated on the status and findings of any review or proceedings conducted pursuant to these Regulations with a prompt written reasoned explanation or decision explaining the resolution of the matter.
- 35.4 FIFA shall be notified of the decision of any FA Regulatory Commission by The FA.
- 35.5 The recipient organisations shall not disclose this information beyond those persons with a need to know (which would include the appropriate personnel at the applicable National Olympic Committee, association and club) until The FA has made public disclosure or has failed to make public disclosure.



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- 38.6 Any information relating to a whereabouts related failure in respect of a Player shall not be disclosed beyond those persons with a need to know unless and until that Player is found to have committed an Anti-Doping Rule Violation based on such whereabouts-related failure. Such persons who need to know shall also maintain the confidentiality of such information until the same point.

## SCHEDULE TWO

### DEFINITIONS

**“Adverse Analytical Finding”** means a report from a laboratory or other WADA-approved entity that identifies in a sample the presence of a Prohibited Substance or its Metabolites or Markers (including elevated quantities of endogenous substances) or evidence of the Use of a Prohibited Method, consistently with the International Standard for Laboratories and related technical documents;

**“Anti-Doping Organisation”** means a signatory that is responsible for adopting rules for initiating, implementing or enforcing any part of the doping control process. Examples of anti-doping organisations include the International Olympic Committee or other major event organisations that conduct testing at their events, WADA, international federations and national anti – doping organisations such as the NADO;

**“Anti-Doping Rule Violation”** means a breach of any one of Regulations 3-13 (inclusive);

**“Attempt”** means purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of an Anti-Doping Rule Violation. However, there shall be no Anti-Doping Rule Violation based solely on an attempt to commit a violation if the person renounces the attempt prior to it being discovered by a third party not involved in the attempt;

**“Atypical Finding”** means a report from a laboratory or other WADA-approved entity that requires further investigation as provided by the International Standard for Laboratories or related technical documents prior to the determination of an Adverse Analytical Finding;

**“Blood Collection Officer(s) or BCO(s)”** means the person(s) appointed by the NADO or any other body so designated by The FA to carry out the doping control process including for example but without limitation the collection of blood samples;

**“CAS”** means the Court of Arbitration for Sport, Lausanne, Switzerland

**“Chain of custody”** means the sequence of individuals or organisations who have the responsibility for a sample from the provision of the sample until the sample has been received for analysis;

**“Chaperone”** means the person(s) appointed by the NADO or any other body so designated by The FA to assist in the Doping Control Process.

**“Competent Official”** means a BCO, DCO, a Chaperone or the FASO;

**“Competition”** has the same meaning as in Rule A2 of the Rules of the Football Association;

**“Doping Control”** means all steps and processes from test distribution planning through to ultimate disposition of any appeal including all steps and processes in between such as provision of whereabouts information, sample collection and handling, laboratory analysis, therapeutic use exemptions, results management, hearings and appeals;

**“Doping Control Officer(s) or DCO(s)”** means the person(s) appointed by the NADO or any other body so designated by The FA to carry out the doping control process including for example but without limitation the collection of samples. If there is more than one DCO present during the doping control process the Lead DCO shall have overall authority for that process;

**“Doping Control Station”** means the area reserved to carry out the doping control process as described in the Procedural Guidelines;

**“FA” or “Football Association” or “Association”** shall mean The Football Association or its designee. The FA may in its absolute discretion designate any of its functions under the Regulations to the NADO.

**“FIFA regulations”** means the Statutes, regulations, directives and circulars of FIFA as well as the Laws of the Game issued by the International Football Association Board;

**“Football Association Supervising Officer or FASO”** means the person appointed by The FA to facilitate the doping control process;

**“In Competition”** means the time period starting at midnight on the day of a match until the time on that match day that the sample collection procedures have been completed by the Competent

Officials (note that this time period will be different for Players depending on the time at which sample collection procedures are completed for individual Players);

**“International Standard”** means a standard (e.g. the International Standard for Testing) adopted by WADA in support of the World Anti-Doping Code. Compliance with an International Standard (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the international standard were performed properly. International Standards shall include any technical documents issued pursuant to the International Standard;

**“Legitimate medical treatment”** – the only way in which it may be established that the use of a Prohibited Method constituted a legitimate medical treatment is through the grant of a TUE in respect of any such Prohibited Method;

**“Marker”** means a compound, group of compounds or biological parameters that indicates the use of a Prohibited Substance or Prohibited Method;

**“Match”** means a single football match.

**“Metabolite”** means any substance produced by a biotransformation process;

**“Minor”** means a natural person who has not reached the age of 18.

**“National Anti-Doping Organisation (NADO)”** National Anti-Doping Organisation (NADO) means the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of samples, the management of test results, and the conduct of hearings, all at the national level. This includes an entity that may be designated by multiple countries to serve as the regional anti-doping organisation for such countries. If this designation has not been made by the competent public authority(ies), the entity shall be the country’s National Olympic Committee or its designee such as the association. In respect of the United Kingdom (UK), “NADO” means UK Anti-Doping;

**“No Fault or Negligence”** means that the Participant is able to establish that he did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had Used or been administered the Prohibited Substance or Prohibited Method;

**“No Significant Fault or Negligence”** means the Participant is able to establish that his fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relation to the Anti-Doping Rule Violation;

**“Out of Competition”** means any time which is not In Competition;

**“Participant”** has the same meaning as in Rule A2 of the Rules of the Football Association;

**“Player”** has the same meaning as the defined term in Rule A2 of the Rules of The Football Association in addition to any other football Player who is not eligible to play for a Club by reason of a period of suspension that has been imposed by The FA, FIFA or UEFA;

**“Player Support Personnel”** means any personnel working with, treating or assisting a Player participating in or preparing for football matches or training sessions, including but not limited to a coach, trainer, manager, agent, club staff, official, nutritionist, medical or paramedical personnel, or parent;

**“Possession”** means the actual physical possession, or the constructive possession (which shall be found only if the person has exclusive control over the prohibited substance or prohibited method or the premises in which a prohibited substance or prohibited method exists); provided, however, that if the person does not have exclusive control over the prohibited substance or prohibited method or the premises in which a prohibited substance or prohibited method exists, constructive possession shall only be found if the person knew about the presence of the prohibited substance or prohibited method and intended to exercise control over it. Provided, however, there shall be no Anti-Doping Rule Violation based solely on possession if, prior to receiving notification of any kind that the person has committed an Anti-Doping Rule Violation, the person has taken positive action demonstrating that he never intended to have possession and has renounced possession by expressly declaring it to an anti-doping organisation. Notwithstanding anything to the contrary in this definition, the

purchase (including by any electronic or other means) of a prohibited substance or prohibited method constitutes Possession by the person who makes the purchase;

**“Prohibited List”** means the list of Prohibited Substances and Prohibited Methods that is produced by WADA as updated from time to time and recognised by The FA in accordance with Regulation 3(e);

**“Prohibited Method”** means any method defined as such in the Prohibited List;

**“Prohibited Substance”** means any substance defined as such in the Prohibited List;

**“Provisional suspension”** means a Player or other person is barred temporarily from participating in any football or football activity prior to the final decision at a Regulatory Commission hearing;

**“Sample”** means any biological material collected for the purpose of Doping Control;

**“Social Drugs”** means amphetamine, cannabinoids (for example, hashish and marijuana), cocaine, diamorphine (heroin), lysergic acid diethylamide (LSD), methadone, methylamphetamine, methylenedioxyamphetamine (MDMA or ecstasy), and methylenedioxyethylamphetamine (MDEA) and such other substances which The FA deems to be a Social Drug from time to time. The current list of Social Drugs shall be published on The FA's website [www.TheFA.com](http://www.TheFA.com);

**“Specified Substance”** means any substance defined as such in the Regulations;

**“Substantial Assistance”** means a person providing substantial assistance must: (1) fully disclose in a signed written statement all information he possesses in relation to Anti-Doping Rule Violations, and (2) fully cooperate with the investigation and adjudication of any case related to that information, including, for example, presenting testimony at a hearing if requested to do so by an anti-doping organisation or hearing panel. Moreover, the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis on which a case could have been brought;

**“Suitable specific gravity for analysis”** means specific gravity measured at 1.005 or higher with a refractometer, or 1.010 or higher with lab sticks;

**“Tampering”** means altering for an improper purpose or in an improper way; bringing improper influence to bear; interfering improperly; obstructing, misleading or engaging in any fraudulent conduct to alter test results or prevent normal procedures from occurring; or providing fraudulent information to an anti-doping organisation;

**“Target testing”** means selection of Players for testing where specific Players or groups of Players are selected on a non-random basis for testing as a specified time;

**“Testing”** means the parts of the doping control process involving test distribution planning, sample collection, sample handling, and sample transport to the laboratory;

**“Therapeutic Use Exemption”** means an exemption to take a substance for medical purposes which is normally prohibited under the Anti-Doping Regulations. The procedure for the grant of a Therapeutic Use Exemption being set out in Regulation 28 and Schedule Five;

**“Trafficking”** means selling, giving, transporting, sending, delivering or distributing a Prohibited Substance or Prohibited Method (either physically or by any electronic or other means) by a Participant to any third party; provided, however, this definition shall not include the actions of a “bona fide” medical personnel involving a Prohibited Substance used for genuine and legal therapeutic purposes or other acceptable justification, and shall not include actions involving Prohibited Substances that are not prohibited in Out-of-Competition testing unless the circumstances as a whole demonstrate such Prohibited Substances were not intended for genuine and legal therapeutic purposes;

**“Use”** means the utilisation, application, ingestion, injection or consumption by any means whatsoever of any Prohibited Substance or Prohibited Method; and

**“WADA”** means the World Anti-Doping Agency.

## SCHEDULE THREE

## The Prohibited List



## The World Anti-Doping Code

**THE 2013  
PROHIBITED LIST  
INTERNATIONAL  
STANDARD**

The official text of the *Prohibited List* shall be maintained by WADA and shall be published in English and French. In the event of any conflict between the English and French versions, the English version shall prevail.

**This List shall come into effect on 1 January 2013-**

The 2013 Prohibited List  
10 September 2012

## THE 2013 PROHIBITED LIST WORLD ANTI-DOPING CODE

Valid 1 January 2013

In accordance with Article 4.2.2 of the World Anti-Doping Code, all *Prohibited Substances* shall be considered as "Specified Substances" except Substances in classes S1, S2, S4.4, S4.5, S6.a, and *Prohibited Methods* M1, M2 and M3.

### SUBSTANCES AND METHODS PROHIBITED AT ALL TIMES (IN- AND OUT-OF-COMPETITION)

#### PROHIBITED SUBSTANCES

##### S0. NON-APPROVED SUBSTANCES

Any pharmacological substance which is not addressed by any of the subsequent sections of the List and with no current approval by any governmental regulatory health authority for human therapeutic use (e.g. drugs under pre-clinical or clinical development or discontinued, designer drugs, substances approved only for veterinary use) is prohibited at all times.

##### S1. ANABOLIC AGENTS

Anabolic agents are prohibited.

###### 1. Anabolic Androgenic Steroids (AAS)

a. Exogenous\* AAS, including:

**1-androstenediol** (5 $\alpha$ -androst-1-ene-3 $\beta$ ,17 $\beta$ -diol ); **1-androstenedione** (5 $\alpha$ -androst-1-ene-3,17-dione); **bolandiol** (estr-4-ene-3 $\beta$ ,17 $\beta$ -diol ); **bolasterone**; **boldenone**; **boldione** (androsta-1,4-diene-3,17-dione); **calusterone**; **clostebol**; **danazol** ([1,2]oxazolol[4',5':2,3]pregna-4-en-20-yn-17 $\alpha$ -ol);

**dehydrochloromethyltestosterone** (4-chloro-17 $\beta$ -hydroxy-17 $\alpha$ -methylandrosta-1,4-dien-3-one); **desoxymethyltestosterone** (17 $\alpha$ -methyl-5 $\alpha$ -androst-2-en-17 $\beta$ -ol); **drostanolone**; **ethylestrenol** (19-norpregna-4-en-17 $\alpha$ -ol); **fluoxymesterone**; **formebolone**; **furazabol** (17 $\alpha$ -methyl[1,2,5]oxadiazolo[3',4':2,3]-5 $\alpha$ -androst-17 $\beta$ -ol); **gestrinone**; **4-hydroxytestosterone** (4,17 $\beta$ -dihydroxyandrost-4-en-3-one); **mestanolone**; **mesterolone**; **metenolone**; **methandienone** (17 $\beta$ -hydroxy-17 $\alpha$ -methylandrosta-1,4-dien-3-one); **methandriol**; **methasterone** (17 $\beta$ -hydroxy-2 $\alpha$ ,17 $\alpha$ -dimethyl-5 $\alpha$ -androst-3-one); **methyldienolone** (17 $\beta$ -hydroxy-17 $\alpha$ -methyl-4,9-dien-3-one); **methyl-1-testosterone** (17 $\beta$ -hydroxy-17 $\alpha$ -methyl-5 $\alpha$ -androst-1-en-3-one); **methylnortestosterone** (17 $\beta$ -hydroxy-17 $\alpha$ -methyl-4-en-3-one); **methyltestosterone**; **metribolone** (methyltrienolone, 17 $\beta$ -hydroxy-17 $\alpha$ -methyl-4,9,11-trien-3-one); **mibolone**; **nandrolone**; **19-norandrostenedione** (estr-4-ene-3,17-dione); **norboletone**; **norclostebol**; **norethandrolone**; **oxabolone**; **oxandrolone**; **oxymesterone**; **oxymetholone**; **prostanazol** (17 $\beta$ -[(tetrahydropyran-2-yl)oxy]-1'H-pyrazolo[3,4:2,3]-5 $\alpha$ -androstane); **quinbolone**; **stanozolol**; **stenbolone**; **1-testosterone** (17 $\beta$ -hydroxy-5 $\alpha$ -androst-1-en-3-one); **tetrahydrogestrinone** (17-hydroxy-18 $\alpha$ -homo-19-nor-17 $\alpha$ -pregna-4,9,11-trien-3-one); **trenbolone** (17 $\beta$ -hydroxyestr-4,9,11-trien-3-one); and other substances with a similar chemical structure or similar biological effect(s).

b. Endogenous\*\* AAS when administered exogenously:

**androstenediol** (androst-5-ene-3 $\beta$ ,17 $\beta$ -diol); **androstenedione** (androst-4-ene-3,17-dione); **dihydrotestosterone** (17 $\beta$ -hydroxy-5 $\alpha$ -androst-3-one); **prasterone** (dehydroepiandrosterone, DHEA, 3 $\beta$ -hydroxyandrost-5-en-17-one); **testosterone**;  
and their metabolites and isomers, including but not limited to:

**5 $\alpha$ -androstane-3 $\alpha$ ,17 $\alpha$ -diol**; **5 $\alpha$ -androstane-3 $\alpha$ ,17 $\beta$ -diol**; **5 $\alpha$ -androstane-3 $\beta$ ,17 $\alpha$ -diol**; **5 $\alpha$ -androstane-3 $\beta$ ,17 $\beta$ -diol**; **androst-4-ene-3 $\alpha$ ,17 $\alpha$ -diol**; **androst-4-ene-3 $\alpha$ ,17 $\beta$ -diol**; **androst-4-ene-3 $\beta$ ,17 $\alpha$ -diol**; **androst-4-ene-3 $\beta$ ,17 $\beta$ -diol**; **androst-5-ene-3 $\alpha$ ,17 $\alpha$ -diol**; **androst-5-ene-3 $\alpha$ ,17 $\beta$ -diol**; **androst-5-ene-3 $\beta$ ,17 $\alpha$ -diol**; **4-androstenediol** (androst-4-ene-3 $\beta$ ,17 $\beta$ -diol); **5-androstenedione** (androst-5-ene-3,17-dione); **epi-dihydrotestosterone**; **epitestosterone**; **etiocholanolone**; **3 $\alpha$ -hydroxy-5 $\alpha$ -androst-17-one**; **3 $\beta$ -hydroxy-5 $\alpha$ -androst-17-one**; **7 $\alpha$ -hydroxy-DHEA**; **7 $\beta$ -hydroxy-DHEA**; **7-keto-DHEA**; **19-norandrosterone**; **19-noretiocholanolone**.

## 2. Other Anabolic Agents, including but not limited to:

**Clenbuterol**, **selective androgen receptor modulators (SARMs)**, **tibolone**, **zeranol**, **zilpaterol**.

*For purposes of this section:*

\* "exogenous" refers to a substance which is not ordinarily capable of being produced by the body naturally.

\*\* "endogenous" refers to a substance which is capable of being produced by the body naturally.

## **S2. PEPTIDE HORMONES, GROWTH FACTORS AND RELATED SUBSTANCES**

The following substances and their releasing factors are prohibited:

- 1. Erythropoiesis-Stimulating Agents [e.g. erythropoietin (EPO), darbepoetin (dEPO), hypoxia-inducible factor (HIF) stabilizers, methoxy polyethylene glycol-epoetin beta (CERA), peginesatide (Hematide)];**
- 2. Chorionic Gonadotrophin (CG) and Luteinizing Hormone (LH)** in males;
- 3. Corticotrophins;**
- 4. Growth Hormone (GH), Insulin-like Growth Factor-1 (IGF-1), Fibroblast Growth Factors (FGFs), Hepatocyte Growth Factor (HGF), Mechano Growth Factors (MGFs), Platelet-Derived Growth Factor (PDGF), Vascular-Endothelial Growth Factor (VEGF)** as well as any other growth factor affecting muscle, tendon or ligament protein synthesis/degradation, vascularisation, energy utilization, regenerative capacity or fibre type switching;

and other substances with similar chemical structure or similar biological effect(s).

## **S3. BETA-2 AGONISTS**

All beta-2 agonists, including all optical isomers (e.g. *d*- and *l*-) where relevant, are prohibited except inhaled salbutamol (maximum 1600 micrograms over 24 hours), inhaled formoterol (maximum delivered dose 54 micrograms over 24 hours) and salmeterol when taken by inhalation in accordance with the manufacturers' recommended therapeutic regimen.

The presence in urine of salbutamol in excess of 1000 ng/mL or formoterol in excess of 40 ng/mL is presumed not to be an intended therapeutic use of the substance and will be considered as an *Adverse Analytical Finding* unless the *Athlete* proves, through a controlled pharmacokinetic study, that the abnormal result was the consequence of the use of the therapeutic inhaled dose up to the maximum indicated above.



#### **S4. HORMONE AND METABOLIC MODULATORS**

The following are prohibited:

- 1. Aromatase inhibitors** including, but not limited to: **aminoglutethimide, anastrozole, androsta-1,4,6-triene-3,17-dione (androstatrienedione), 4-androstene-3,6,17 trione (6-oxo), exemestane, formestane, letrozole, testolactone.**
- 2. Selective estrogen receptor modulators (SERMs)** including, but not limited to: **raloxifene, tamoxifen, toremifene.**
- 3. Other anti-estrogenic substances** including, but not limited to: **clomiphene, cyclofenil, fulvestrant.**
- 4. Agents modifying myostatin function(s)** including, but not limited, to: **myostatin inhibitors.**
- 5. Metabolic modulators:**
  - a) Insulins**
  - b) Peroxisome Proliferator Activated Receptor  $\delta$  (PPAR $\delta$ ) agonists (e.g. GW 1516), PPAR $\delta$ -AMP-activated protein kinase (AMPK) axis agonists (e.g. AICAR)**

#### **S5. DIURETICS AND OTHER MASKING AGENTS**

Masking agents are prohibited. They include:

**Diuretics, desmopressin, plasma expanders (e.g. glycerol; intravenous administration of albumin, dextran, hydroxyethyl starch and mannitol), probenecid;** and other substances with similar biological effect(s).

Local administration of felypressin in dental anaesthesia is not prohibited.

Diuretics include:

**Acetazolamide, amiloride, bumetanide, canrenone, chlorthalidone, etacrynic acid, furosemide, indapamide, metolazone, spironolactone, thiazides (e.g. bendroflumethiazide, chlorothiazide, hydrochlorothiazide), triamterene;** and other substances with a similar chemical structure or similar biological effect(s) (except drospirenone, pamabrom and topical dorzolamide and brinzolamide, which are not prohibited).

The use *In-* and *Out-of-Competition*, as applicable, of any quantity of a substance subject to threshold limits (i.e. formoterol, salbutamol, cathine, ephedrine, methylephedrine and pseudoephedrine) in conjunction with a diuretic or other masking agent requires the deliverance of a specific Therapeutic Use Exemption for that substance in addition to the one granted for the diuretic or other masking agent.

## PROHIBITED METHODS

### **M1. MANIPULATION OF BLOOD AND BLOOD COMPONENTS**

The following are prohibited:

1. The administration or reintroduction of any quantity of autologous, homologous or heterologous blood or red blood cell products of any origin into the circulatory system.
2. Artificially enhancing the uptake, transport or delivery of oxygen, including, but not limited to, perfluorochemicals, efaproxiral (RSR13) and modified haemoglobin products (e.g. haemoglobin-based blood substitutes, microencapsulated haemoglobin products), excluding supplemental oxygen.
3. Any form of intravascular manipulation of the blood or blood components by physical or chemical means.

### **M2. CHEMICAL AND PHYSICAL MANIPULATION**

The following are prohibited:

1. *Tampering*, or attempting to tamper, in order to alter the integrity and validity of *Samples* collected during *Doping Control*. These include but are not limited to urine substitution and/or adulteration (e.g. proteases).
2. Intravenous infusions and/or injections of more than 50 mL per 6 hour period except for those legitimately received in the course of hospital admissions or clinical investigations.

### **M3. GENE DOPING**

The following, with the potential to enhance sport performance, are prohibited:

1. The transfer of polymers of nucleic acids or nucleic acid analogues;
2. The use of normal or genetically modified cells.

## SUBSTANCES AND METHODS PROHIBITED IN-COMPETITION

**In addition to the categories S0 to S5 and M1 to M3 defined above,  
the following categories are prohibited *In-Competition*:**

### PROHIBITED SUBSTANCES

#### **S6. STIMULANTS**

All stimulants, including all optical isomers (e.g. *d*- and *l*-) where relevant, are prohibited, except imidazole derivatives for topical use and those stimulants included in the 2013 Monitoring Program.

Stimulants include:

a: Non-Specified Stimulants:

**Adrafinil; amfepramone; amiphenazole; amphetamine; amphetaminil;  
benfluorex; benzphetamine; benzylpiperazine; bromantan; clobenzorex;  
cocaine; cropropamide; crotetamide; dimethylamphetamine;  
etilamphetamine; famprofazone; fencamine; fenetylline; fenfluramine;  
fenproporex; furfenorex; mefenorex; mephentermine; mesocarb;  
methamphetamine(*d*-); *p*-methylamphetamine;  
methylenedioxyamphetamine; methylenedioxymethamphetamine;  
modafinil; norfenfluramine; phendimetrazine; phenmetrazine;  
phentermine; 4-phenylpiracetam (carphedon); prenylamine; prolintane.**  
A stimulant not expressly listed in this section is a Specified Substance.

b: Specified Stimulants (examples):

**Adrenaline<sup>\*\*</sup>; cathine<sup>\*\*\*</sup>; ephedrine<sup>\*\*\*\*</sup>; etamivan; etilefrine; fenbutrazate;  
fencamfamin; heptaminol; isometheptene; levmetamfetamine;  
meclofenoxate; methylephedrine<sup>\*\*\*\*</sup>; methylhexaneamine  
(dimethylpentylamine); methylphenidate; nikethamide; norfenefrine;  
octopamine; oxilofrine (methysynephrine); parahydroxyamphetamine;  
pemoline; pentetrazol; phenpromethamine; propylhexedrine;  
pseudoephedrine<sup>\*\*\*\*</sup>; selegiline; sibutramine; strychnine;  
tuaminoheptane; and other substances with a similar chemical structure or  
similar biological effect(s).**

\* The following substances included in the 2013 Monitoring Program (bupropion, caffeine, nicotine, phenylephrine, phenylpropanolamine, pipradol, synephrine) are not considered as *Prohibited Substances*.

\*\* Local administration (e.g. nasal, ophthalmologic) of **Adrenaline** or co-administration with local anaesthetic agents is not prohibited.

\*\*\* **Cathine** is prohibited when its concentration in urine is greater than 5 micrograms per milliliter.

\*\*\*\* Each of **ephedrine** and **methylephedrine** is prohibited when its concentration in urine is greater than 10 micrograms per milliliter.

\*\*\*\*\* **Pseudoephedrine** is prohibited when its concentration in urine is greater than 150 micrograms per milliliter.

## **S7. NARCOTICS**

The following are prohibited:

**Buprenorphine, dextromoramide, diamorphine (heroin), fentanyl and its derivatives, hydromorphone, methadone, morphine, oxycodone, oxymorphone, pentazocine, pethidine.**

## **S8. CANNABINOIDS**

Natural (e.g. cannabis, hashish, marijuana) or synthetic delta 9-tetrahydrocannabinol (THC) and cannabimimetics (e.g. "Spice", JWH018, JWH073, HU-210) are prohibited.

## **S9. GLUCOCORTICOSTEROIDS**

All glucocorticosteroids are prohibited when administered by oral, intravenous, intramuscular or rectal routes.

## SUBSTANCES PROHIBITED IN PARTICULAR SPORTS

### **P1. ALCOHOL**

Alcohol (ethanol) is prohibited *In-Competition* only, in the following sports. Detection will be conducted by analysis of breath and/or blood. The doping violation threshold (haematological values) is 0.10 g/L.

- Aeronautic (FAI)
- Archery (FITA)
- Automobile (FIA)
- Karate (WKF)
- Motorcycling (FIM)
- Powerboating (UIM)

### **P2. BETA-BLOCKERS**

Unless otherwise specified, beta-blockers are prohibited *In-Competition* only, in the following sports.

- Archery (FITA) (also prohibited *Out-of-Competition*)
- Automobile (FIA)
- Billiards (all disciplines) (WCBS)
- Darts (WDF)
- Golf (IGF)
- Shooting (ISSF, IPC) (also prohibited *Out-of-Competition*)
- Skiing/Snowboarding (FIS) in ski jumping, freestyle aerials/halfpipe and snowboard halfpipe/big air

Beta-blockers include, but are not limited to, the following:

**Acebutolol, alprenolol, atenolol, betaxolol, bisoprolol, bunolol, carteolol, carvedilol, celiprolol, esmolol, labetalol, levobunolol, metipranolol, metoprolol, nadolol, oxprenolol, pindolol, propranolol, sotalol, timolol.**

## SCHEDULE FOUR

THE FOOTBALL ASSOCIATION ANTI-DOPING PROGRAMME IN-COMPETITION  
DRUG TESTING

## PLAYERS SELECTED FOR DRUG TESTING

Representative of.....

Two of your players marked 'selected for drug testing' are required to report to the Doping Control Station **immediately** at the end of the match and **before going to the dressing room**.

Please tick [ <input checked="" type="checkbox"/> ] appropriate boxes					
Draw 1 Card number	Player Name	Shirt No.	Selected for drug testing	Reserve	Unused Substitute at the 75th min
Draw 2 Card number	Player Name	Shirt No.	Selected for drug testing	Reserve	Not selected

The FA request that you assist the Doping Control Officials in identifying the selected players on completion of the match. Your assistance with this matter will significantly reduce the chances of your players unnecessarily breaching FA Anti-Doping Regulations.

Signed..... Printed..... Date.....

FASO on behalf of The Football Association Anti-Doping Programme

## SCHEDULE FIVE

### GUIDE TO THERAPEUTIC USE EXEMPTIONS

#### 1. INTRODUCTION

- 1.1. The Anti-Doping Regulations permit Players to apply for permission to use, for therapeutic purposes, substances or methods on the Prohibited List whose use is otherwise prohibited. The process whereby Players apply for permission to use therapeutic purposes, substances or methods on the Prohibited List whose use is otherwise prohibited, will be managed by the NADO on behalf of The FA.
- 1.2. Any Player who consults a doctor and is prescribed treatment or medication shall enquire whether the prescription contains any Prohibited Substances or involves the Use of any Prohibited Methods. If so, the Player shall request alternative treatment. If alternative treatment is not available, an application for a TUE should be made in accordance with this Schedule 5.
- 1.3. The World Anti-Doping Agency International Standard for TUEs (the "International Standard") sets out the circumstances in which Players may claim such a therapeutic use exemption (or "TUE"). This Guide adopts and incorporates the International Standard, as amended from time to time. All persons shall be deemed to accept the International Standard and any such amendments thereto as binding upon them without further formality.
- 1.4. In order to excuse the presence or use or possession of a Prohibited Substance or Prohibited Method that would otherwise amount to an Anti-Doping Rule Violation under the Anti-Doping Regulations, a TUE must be obtained that covers such presence or use or possession, in accordance with this Guide. This Guide may be updated at any time by The FA to take account of changes in the International Standards or any other procedural changes. The current version of this Guide shall be published on The FA's website, at [www.TheFA.com](http://www.TheFA.com).
- 1.5. Subject only to paragraph 1B2 (which identifies limited circumstances in which a TUE may be granted retrospectively), the following Players must follow the process for TUE applications detailed in Sections 1A and 1B of this Guide prior to using or possessing the Prohibited Substance or Prohibited Method in question:

For clubs in the Premiership, Championship, League 1 or League 2:

Registered professional Players

Registered scholars and Apprentices

Any other Player who trains or competes with either of the above two groups of Players

Players who have been included in the FIFA IRTP may only obtain TUEs in accordance with the rules stipulated by FIFA. FIFA publishes a list of those international competitions for which a TUE from FIFA is required.

Players who have been identified or included in a national registered testing pool must obtain a TUE from their NADO, or from such other body as may be designated by their association to grant TUEs, or that otherwise has competent authority to grant TUEs in the territory of the association concerned. Associations shall in all cases be responsible for promptly reporting the granting of any TUEs under these rules to FIFA and WADA.

Any Player not in any of the categories identified above does not need a TUE in advance but instead may apply for it after a test, in accordance with paragraph 1B3, provided that use of a Prohibited Substance or a Prohibited Method prior to that time shall be at the Player's own risk.

- 1.6. A Player may not apply to more than one Anti-Doping Organisation for a TUE. A Player subject to the Anti-Doping Regulations who applies for a TUE pursuant to the rules of FIFA, UEFA or another Anti-Doping Organisation shall report the grant or denial of the application immediately to both The FA and the NADO by sending them copies of the application and the decision.
- 1.7. In accordance with Article 15.4 (Mutual Recognition) of the World Anti-Doping Code (the "Code"), The FA will recognise and respect any TUE granted to a Player by or on behalf of a Signatory to the World Anti-Doping Code, provided that the grant is consistent with the Code and is within that Signatory's authority. Otherwise, however, a Player subject to the Anti-Doping Regulations who requires a TUE must obtain one from the NADO in accordance with paragraph 1.5.
- 1.8. A Player who seeks a TUE from the NADO consents to the processing of the TUE application as set out in this Guide, including
- (a) the disclosure by the Player's physician(s) of any further information required by the NADO or the UK TUE Committee to process his/her TUE application;
  - (b) the communication by the NADO of the information in the application and/or supplemental information from the Player's physician(s) to members of the UK TUE Committee and (as required) on an anonymised basis to other independent medical or scientific experts consulted by the UK TUE Committee; and
  - (c) the communication of the grant or denial of a TUE, including the details of any conditions or restrictions on such grant, and any supporting documentation or information, to The FA, FIFA, WADA and other Anti-Doping Organisations.
- 1.9. Should the Player wish to revoke the consent set out in the preceding paragraph, he she must notify the NADO and his/her physician(s) in writing of the fact; provided that upon such revocation of consent the application for a TUE (or for renewal of an existing TUE) will be deemed denied.

### Section 1A: Process for applying for a Therapeutic Use Exemption (TUE)

#### 1A1 An application for a TUE:

- must not be made simultaneously to both the NADO and another Anti-Doping Organisation;
- should be made on forms provided by The FA, UEFA or FIFA, provided that they are in English and comply with the International Standard for TUEs;
- must be completed legibly, fully and accurately, in English, and must be signed by the Player and by any physician(s) supporting the application;
- must specify the dose, frequency, route and duration of proposed administration of the otherwise Prohibited Substance or Prohibited Method;
- must include a statement by an appropriately qualified physician: (a) identifying the Player's condition requiring treatment; (b) attesting to the necessity of the otherwise Prohibited Substance or Prohibited Method for treatment of that condition; and (c) explaining why an alternative, permitted medication cannot, or could not, be used in the treatment of the condition;
- must also include a comprehensive medical history of the Player and the results of all clinical examinations, laboratory investigations and imaging studies relevant to the application. For TUE applications involving imaging studies and respiratory function tests, copies of images or physiological data should be submitted, as well as any interpretative reports that may have been produced;
- must also enclose copies of any prior application(s) that the Player has made for the TUE, to whomever made, and the decision made on such application(s), or else must confirm that the Player has not made any prior application for the TUE;



- must provide completely accurate and up-to-date contact details for the Player and for each physician supporting the application, including in each case a current mailing address and phone number; and
- must be sent to the NADO either by post, e-mail or fax to the following address, in an envelope marked "Private and confidential TUE Application":

**TUE**  
**UK Anti-Doping**  
**Third Floor, Fleetbank House,**  
**2-6 Salisbury Square, London**  
**EC4Y 8JX**  
or by confidential fax: 0800 298 3362  
or by e-mail: tue@ukad.org.uk

- 1A2 Players should retain a copy of the application and enclosures sent to the NADO, along with proof of the date of mailing/emailing/faxing.
- 1A3 The NADO will carry out an administrative review of the application within three (3) working days of receipt to confirm that the application:
- falls within the NADO's jurisdiction. If the applicant competes in European or International Competition, then the NADO will forward the application to UEFA or FIFA for review. Any delay shall be at the risk of the Player, whose responsibility it is to make the application to the correct authority in the first place;
  - has been completed fully and accurately in accordance with paragraph 1A1 above; and
  - is accompanied by sufficient medical information to process the application.
- 1A4 If the application is incomplete and/or otherwise does not meet the necessary requirements, it will be returned to the Player with an explanation to that effect, and he/she shall be invited to reapply in compliance with the necessary requirements. Any delay shall be at the risk of the Player, whose responsibility it is to submit a proper and complete application.
- 1A5 If the application passes the administrative review, the NADO will forward it to three members of the UK TUE Committee, one of whom will be designated as the Chair. The Chair will coordinate the responses of the UK TUE Committee and provide a final decision to the NADO with respect to the application. The Chair shall also be responsible for requesting, where necessary, further specialist input to support the UK TUEC in making a final decision. Timeframes for the review of TUE applications are set out in Section 1D.
- 1A6 The members of the UK TUE Committee shall meet the following criteria:
- each of them shall be a physician with experience in the care and treatment of Players and a sound knowledge of clinical, sports and exercise medicine;
  - if the Player has a disability, at least one UK TUE Committee member must possess specific expertise in relation to the care and treatment of Players with a disability; and
  - a majority of the UK TUE Committee members must not have any official responsibility within football. At the discretion of the Chair, however, one of the three physicians may be a Football Association medical officer, in order to provide sport-specific expertise, provided that such person must otherwise satisfy these criteria; and
  - each UK TUE Committee member must provide the NADO with evidence that he/she satisfies the foregoing criteria, and in addition must confirm that (a) (save in the case of a Football Association medical officer or other representative) they are not aware of any conflict of interest in their consideration of the application, and

- (b) they will observe confidentiality with respect to the entire TUE process.
- 1A7 The UK TUE Committee will review the application, including the medical information provided, and make a decision as soon as reasonably practicable, in accordance with the criteria set out in the International Standard for TUEs. Specifically, the UK TUE Committee will only grant the TUE in strict accordance with the following criteria, which the Player must demonstrate to the satisfaction of the Committee:
- (a) The Player would experience a significant impairment to health if the Prohibited Substance or Prohibited Method in question were to be withheld in the course of treating an acute or chronic medical condition.
  - (b) The Therapeutic use of the Prohibited Substance or Prohibited Method in question would produce no additional enhancement to performance other than that which might be anticipated by a return to a state of normal health following the treatment of a legitimate medical condition. The use of any Prohibited Substance or Prohibited Method to increase "low-normal" levels of any endogenous hormone is not considered an acceptable Therapeutic intervention.
  - (c) There is no reasonable Therapeutic alternative to the use of the otherwise Prohibited Substance or Prohibited Method.
  - (d) The necessity for the use of the otherwise Prohibited Substance or Prohibited Method cannot be a consequence, wholly or in part, of the Player's prior non-Therapeutic use of any substance from the Prohibited List.
- 1A8 Where it does not need any further information to process the application, the target will be for the UK TUE Committee to make a decision within seven (7) days of its receipt of the application. Where it considers it appropriate to seek further medical or scientific opinion or information in relation to the application, whether from the Player or his physician or from a third party, the UK TUE Committee shall do so as quickly as is practicable, provided that the identity of the applicant shall not be disclosed to any third party. The UK TUE Committee shall make its decision as soon as reasonably practicable after receipt of the further information or opinion.
- 1A9 The UK TUE Committee shall make its decisions unanimously.
- 1A10 If the UK TUE Committee grants the TUE, it shall detail in its decision (a) the duration of the exemption granted; and (b) any conditions or requirements that the Player must satisfy.
- 1A11 If the UK TUE Committee denies the TUE or imposes any conditions or requirements on this grant, it shall state its reasons for doing so in the decision itself.
- 1A12 The NADO will send copies of the UK TUE Committee's decision, on a confidential basis, to the Player and The FA as soon as possible, and The FA may send a copy on to UEFA/FIFA. If the application is granted, then the NADO will also send a copy of the decision on a confidential basis to WADA.
- 1A13 If the UK TUE Committee denies the TUE application or imposes any conditions or requirements on its grant beyond simply confirming the dose, frequency and route of administration requested in the application, then at the same time as the NADO sends a copy of the decision to the Player, it shall also advise him/her of the right to appeal the decision.
- 1A14 The submission of false or misleadingly incomplete information in support of a TUE application (including but not limited to the failure to advise of the unsuccessful outcome of a prior application to another Anti-Doping Organisation for such a TUE) may result in the bringing of disciplinary charges for Misconduct (as defined in the Rules of The Association) against those involved pursuant to the Rules of The Football Association.

**Section 1B: Timing of Applications for TUEs and Effective Dates for TUE Grants**

1B1 In accordance with the International Standard for TUEs, subject only to the possibility of an emergency grant of a TUE in line with paragraph 1B2 below, a Player is required to obtain a TUE as soon as the requirement for the TUE arises and no less than 21 days before participating in an event or competition.

**Emergency TUE applications**

1B2 Emergency approval of an application for a TUE may be granted only where:

- (a) (i) emergency treatment or treatment of an acute medical condition was necessary; or
- (ii) due to exceptional circumstances, there was insufficient time or opportunity for the Player to submit, or for the UK TUE Committee to consider, an application prior to Doping Control; and
- (b) the application for an emergency TUE is made within five working days of the commencement of the administration of the relevant Prohibited Substance or Use of the relevant Prohibited Method, as appropriate. The NADO may extend this deadline if the Player provides compelling reasons why it should do so; and
- (c) the conditions set out in Section 1A of this Schedule are met.

**Retroactive TUE applications**

1B3 If a Player is tested who is not in one of the categories listed at paragraph 1.5, the Player must submit an application in accordance with Section 1A of this Guide either at the time of the test, for inclusion with the Sample collection documentation, or alternatively so that it is received by the NADO no later than ten (10) working days after the test is completed. The NADO may extend this deadline if the Player provides compelling reasons why it should do so.

1B4 Where a Player tested does not play for a Club in the Premier League or Football League Championship, an application for a Retroactive TUE for the inhaled beta-2 agonist treatments formoterol and terbutaline need only be submitted if an Adverse Analytical Finding is returned. This application must be made within five (5) working days of the Adverse Analytical Finding being returned. Players are still expected to notify the NADO within ten (10) working days of Sample Collection, but no TUE application need be submitted unless an Adverse Analytical Finding is returned.

**Effective dates for TUE grants**

1B5 A Player may not assume that his/her application for a TUE (or for renewal of a TUE) will be granted. Any use or possession of a Prohibited Substance or Prohibited Method before an application has been granted shall be entirely at the Player's own risk.

1B6 A TUE granted by a UK TUE Committee (as applicable) may be cancelled if the Player does not promptly comply with any requirements or conditions imposed by the UK TUE Committee (as applicable) upon grant of the TUE.

1B7 On expiry of the term of a TUE granted by the UK TUE Committee (as applicable), a Player who wishes to continue to use the Prohibited Substance or Prohibited Method in question must again apply for a TUE in accordance with Section 1A of this Guide.

1B8 If there is a change to the dose, frequency, route or duration of the administration of the Prohibited Substance or Prohibited Method where a TUE has been granted, the TUE will no longer be valid and the Player must apply for a new TUE immediately.

**TUE applications relating to the beta-2 agonist treatments formoterol and terbutaline**

- 1B9 All TUE applications for the use of the inhaled beta-2 agonists formoterol or terbutaline in the treatment of asthma (or its clinical variants) must be accompanied by a medical file containing the following:
- i. a complete medical history;
  - ii. a comprehensive report of the clinical examination with specific focus on the respiratory system;
  - iii. a report of spirometry with the measure of the Forced Expiratory Volume in 1 second (FEV1);
  - iv. if airway obstruction is present, the spirometry will be repeated after the inhalation of a short acting beta-2 agonist to demonstrate the reversibility of bronchoconstriction;
  - v. in the absence of a reversible airway obstruction, a bronchial provocation test is required to establish the presence of airway hyper-responsiveness; and
  - vi. the exact name, speciality, and address (including telephone, e-mail, fax) of the examining physician.

This medical file should be submitted via the FA 'Beta-2 agonist Application Form', enclosed in the schedules to this document. The requirement to provide this medical file is specifically limited to formoterol and terbutaline.

**Section 1C: Expiration or Cancellation of a TUE**

- 1C1 A TUE granted pursuant to this Guide:
- (a) shall expire in accordance with paragraph 1A10 at the end of any term for which the TUE was granted;
  - (b) may be cancelled by the NADO if the Player does not promptly comply with any requirements or conditions imposed by the UK TUE Committee upon grant of the TUE; or
  - (c) may be withdrawn by the the UK TUE Committee (as applicable) if it is subsequently determined that the criteria for grant of a TUE are not in fact met.
- 1C2 Expiration of a TUE pursuant to paragraph 1C1(a) shall take effect automatically at the end of the term for which the TUE was granted without the need for any further notice or other formality.
- 1C3 Cancellation of a TUE pursuant to paragraph 1C1(b) or withdrawal of a TUE pursuant to paragraph 1C1(c) shall be notified by the NADO to the Player, with a copy to The FA and all other relevant Anti-Doping Organisations. Such notice shall take effect upon receipt. The FA may notify FIFA and/or UEFA.
- 1C4 In the event of an expiration, cancellation or withdrawal of the TUE pursuant to paragraph 1C1, the Player shall not be subject to any consequences based upon his/her use or possession of the Prohibited Substance or Prohibited Method in question in accordance with the TUE at any time prior to the effective date of expiry, cancellation or withdrawal of the TUE. If the analysis of the Main "A" Sample indicates the presence of a Prohibited Substance or the use of a Prohibited Method, The FA shall consider whether such finding is consistent with use of the Prohibited Substance or Prohibited Method prior to that date, in which case there shall be no case to answer.

**Section 1D: Process for Appealing a Denial or Conditional Grant of a Therapeutic Use Exemption**

- 1D1 A Player who wishes to appeal a decision of the UK TUE Committee must lodge written notice of the appeal with the NADO, specifying the grounds of the appeal, within ten (10) working days of the date of receipt of the decision in question.

- 1D2 The notice should be sent to the NADO at the following address, in an envelope marked "Private and confidential TUE Appeal":
- TUE**  
**UK Anti-Doping**  
**Third Floor, Fleetbank House,**  
**2-6 Salisbury Square, London**  
**EC4Y 8JX**  
or by confidential fax: 0800 298 3362  
or by e-mail: tue@ukad.org.uk
- 1D3 The NADO will pass the notice of appeal, along with the complete file of the original TUE application, to the UK TUE Appeal Panel. The UK TUE Appeal Panel will be made up of three (3) members meeting the criteria set out at clause 1A7, but who were not involved in the decision being appealed.
- 1D4 The UK TUE Appeal Panel will review the application, including the medical information provided, and make a decision as soon as reasonably practicable, in accordance with the criteria set out in the International Standard for TUEs and without being bound in any way by the decision being appealed. In normal circumstances this will be within thirty (30) days of receipt of all relevant documentation. Where the Player requests an urgent review, the UK TUE Appeal Panel will make its decision within ten (10) working days of receipt of all relevant documentation.
- 1D5 The UK TUE Appeal Panel must make its decisions unanimously for a TUE to be granted. Where it considers it appropriate to seek further medical or scientific opinion or information in relation to the appeal, whether from the Player or his physician or from a third party, the UK TUE Appeal Panel shall do so as quickly as is practicable, provided that the identity of the applicant shall not be disclosed to any third party. The UK TUE Appeal Panel shall make its decision as soon as reasonably practicable after receipt of the further information or opinion. The Chair of the UK TUE Appeal Panel will provide a copy of the written decision to the NADO as soon as practicable, the target being within two (2) working days of the decision being made.
- 1D6 If the UK TUE Appeal Panel grants the TUE, it shall detail in its decision (a) the duration of the exemption; and (b) any conditions or requirements that the Player must satisfy.
- 1D7 If the UK TUE Appeal Panel denies the TUE or imposes any conditions or requirements on its grant, it shall state its reasons for doing so in the decision itself.
- 1D8 The NADO will send copies of the UK TUE Appeal Panel's decision, on a confidential basis, to the Player and The FA as soon as possible. The FA will then notify FIFA and UEFA as soon as possible. If the application is granted, then the NADO will also send a copy on a confidential basis to WADA.
- 1D9 The foregoing provisions of this Section 1D shall be without prejudice to:
- (a) the right of a Player to appeal to the UK TUE Appeal Panel against any decision of the UK TUE Committee denying a TUE, which was not reversed by WADA;
  - (b) the right of a Player in the NRTP to request that WADA intervene and overturn any decision of the UK TUE Committee or the UK TUE Appeal Panel on the grounds that such decision did not comply with the International Standard for TUEs;
  - (c) the right of WADA, on its own initiative, to reverse the grant of a TUE to a Player in the NRTP if it determines that such grant did not comply with the International Standard for TUEs;
  - (d) the right of WADA to appeal to CAS against any decision of the UK TUE Appeal Panel which reverses a decision of the UK TUE Committee to deny a TUE;

- (e) the right of The FA or the NADO to appeal to CAS against any decision made the UK TUE Appeal Panel with respect to a TUE application originally submitted to the UK TUE Committee; and
- (f) the right of the Player or the NADO (or FIFA or UEFA in accordance with their rules) to appeal to CAS against any decision made by WADA reversing the grant or denial of a TUE pursuant to this Guide.
- 1D10 Until such time as the grant of a TUE application made pursuant to this Guide has been reversed by WADA, or the denial of a TUE application made pursuant to this Guide has been reversed by WADA, or overturned on appeal, such grant or denial shall remain in full force and effect. Where the NADO fails to take action on a properly resubmitted application for a TUE within a reasonable time, this failure to decide may be considered a denial for the purpose of the appeal rights provided in this schedule.

**FIG 1:** Clarification of Player responsibilities

Player registered with club participating in:	Procedure for Standard TUE applications	Procedure for beta-2 agonist treatment applications	Procedure for Emergency TUE applications
Premier League	Application must be approved prior to treatment.	Lung function test results and Beta-2 Agonist Application Form must be submitted in advance. TUE must be approved prior to treatment	Application can be submitted retrospectively, within 5 working days of treatment.
Championship			
League 1*	Application must be approved prior to treatment. (with the exception of beta-2 agonists)	Application can be made, and test(s) conducted retrospectively if Player is drug tested. If applying retrospectively, the NADO must be notified of use within 10 days of the test date, and if an Adverse Analytical Finding (AAF) is returned from the drug test, the Beta-2 Agonist Application must be made within 5 working days of receipt of the AAF.	Application can be submitted retrospectively, within 5 working days of treatment.
League 2*			
All other Players*	Application can be submitted retrospectively, within 10 (ten) days of test date. (with the exception of beta-2 agonists)	Application can be made, and test(s) conducted retrospectively if Player is drug tested. If applying retrospectively, the NADO must be notified of use within 10 days of the test date, and if an AAF is returned from the drug test, the Beta-2 Agonist Application must be made within 5 working days of receipt of the AAF.	n/a

\* England International Players registered with clubs not participating in the Premier League and Championship should adhere to requirements for Players registered with Premier League and Championship clubs, unless advised otherwise by Football Association medical staff. Applications should clearly state that the applicant is an international Player.



## Therapeutic Use Exemption (TUE) Application Form



TUE applications will not be reviewed unless additional medical evidence is submitted with this application to justify the need for Therapeutic Use Exemption. Medical evidence to confirm the diagnosis should include:

- Comprehensive medical history and the results of all relevant examinations, laboratory investigations and imaging studies
- Copies of original reports, letters, and specialist reviews
- Clinical justification of the use of a Prohibited Substance or Prohibited Method when there are reasonable alternative medications available

Please note that applications for the beta-2 agonists formoterol and terbutaline will not be accepted on this form and instead must be submitted on the beta-2 agonist TUE form.

Please complete **all** sections in **BLOCK CAPITALS**. **Incomplete** or **illegible** forms will be returned.

### 1. Athlete Information

Surname: \_\_\_\_\_ First names: \_\_\_\_\_

Date of Birth (dd/mm/yy):   /   /   Gender: Male  Female  (please tick)

Address: \_\_\_\_\_

Postcode     -

Contact Tel. (including dialling code)

E-mail: \_\_\_\_\_

Sport: \_\_\_\_\_ Club: \_\_\_\_\_

(indicate the discipline if appropriate)

National Governing Body: \_\_\_\_\_ Disability category: \_\_\_\_\_

Level of competition: (please tick one box as appropriate)

- I am part of my International Federation's Registered Testing Pool
- I am competing in an International event
- I am part of UK Anti-Doping's National Registered Testing Pool
- I am competing in a National Level event in my sport
- Other  (please state level) \_\_\_\_\_

Next competition the Therapeutic Use Exemption is required for:

Competition date (dd/mm/yy):   /   /

(a) Have you submitted a previous TUE application? Yes  No

(b) The Anti-Doping Organisation applied to? UK Anti-Doping  Other  \_\_\_\_\_ (please state)

(c) Decision: Approved  Declined

## 2. Medical Information

Diagnosis (please attach medical evidence to support this diagnosis):

-----

-----

Medical examination(s)/test(s) performed (please attach the results of medical investigations completed):

-----

-----

Prohibited Substance(s) (Generic Name)	Dose and units of administration	Route of administration	Frequency of administration
1.			
2.			
3.			
4.			

Intended duration of treatment(s): Once only  Emergency  Weeks/Months

Please specify duration: -----

If a permitted medication can be used to treat the medical condition, provide clinical justification for the requested use of the prohibited medication prescribed:

-----

-----

-----

## 3. Notifying Medical Practitioner Details and Declaration

Name: -----

Qualifications: -----

Medical speciality: -----

Contact Tel.

E-mail: -----

Practice stamp/address

I certify the above-mentioned substance(s) for the above named athlete has been/are to be administered as the correct treatment for the above named medical condition. I further certify that the use of alternative medications not on the Prohibited List would be unsatisfactory for the treatment of the above named medical condition.

If the athlete is under 18 and I have not notified the athlete's parent/guardian, this is because I consider the athlete to be competent to give consent to treatment.

I understand that my details will be held on an anti-doping database and will be accessible by the Athlete, their National Governing Body, their International Federation, UK Anti-Doping, and the World Anti-Doping Agency in order to allow them to administer the anti-doping programme.

Signature of medical practitioner: \_\_\_\_\_ Date:   /   /

If the athlete is under 18 does the athlete's parent/guardian know about this treatment? Yes  No

Are the relevant medical reports and examination/test results attached to this application? Yes  No



#### 4. Athlete's Declaration

I certify that the information under Section 1 of this TUE application form is accurate and that I am requesting approval to use a substance or method on the World Anti-Doping Code (WADC) Prohibited List.

I authorise the release of personal medical information related to this application to the National Anti-Doping Organisation (NADO, namely UK Anti-Doping) as well as to World Anti-Doping Agency (WADA) staff, to the NADO's Therapeutic Use Exemption Committee (TUEC) and to other Anti-Doping Organisations (ADO) under the provisions of the WADC and the anti-doping rules of my sport.

I understand and agree that:

- My TUE data will only be used to allow the above organisations to administer the anti-doping programme in accordance with the WADC International Standard for TUEs;
- My TUE data will be collected by the NADO who shall be principally responsible for ensuring the protection of this data. The NADO will use the Anti-Doping Administration and Management System (ADAMS) to store, process and manage my data, including its disclosure to authorised recipients;
- My TUE data, or part of it, will be made accessible to authorised ADOs (for instance, designated NADOs, the International or National Federation of my Sport, and WADA);
- My TUE data may have to be shared with other independent medical and/or scientific experts, and all necessary staff involved in the management, review or appeals of TUEs if applicable;
- Persons or parties receiving my information may be located outside the country where I reside. In some other countries data protection and privacy laws may not be equivalent to those in my own country;
- I may have certain rights under applicable laws in relation to my TUE data, including rights to access and/or correct any inaccurate data; and
- To the extent that I have any concerns about the processing of my TUE data I may consult with the NADO and/or WADA as appropriate.

#### Withdrawal of Consent

I understand that if I ever wish to revoke the right of the NADO & authorised ADOs (designated NADOs, the International or National Federation of my Sport, and WADA) to access my TUE information, I must notify my medical practitioner and the NADO in writing of that fact.

#### Authorisation and Consent

By signing this form I expressly consent to the use of my TUE data as set out above.

**Athlete's signature:** \_\_\_\_\_ **Date:** / /

**Parent/guardian signature** \_\_\_\_\_ **Date:** / /

*(If the athlete is under 18 and is not deemed to be competent to give their consent to the treatment or has a disability preventing him/her to sign this form, a parent or guardian shall sign together with or on behalf of the athlete).*

I would like the decision to be sent to: (please tick one box as appropriate)

My postal address       My e-mail address       The notifying medical practitioner

MARK AS CONFIDENTIAL AND PLEASE SUBMIT THE COMPLETED FORM TO UK ANTI-DOPING AND KEEP A COPY FOR YOUR RECORD:

**TUE**  
**UK Anti-Doping**  
**Third Floor, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX**  
Confidential fax: **0800 298 3362** / e-mail: **tue@ukad.org.uk**



## Therapeutic Use Exemption (TUE) Beta-2 Agonist Application Form



A TUE application for the use of a terbutaline inhaler requires a medical file to confirm the diagnosis of asthma and/or its clinical variants. The medical file should include:

- A detailed medical history and clinical review
- Bronchodilator or Bronchoprovocation test results

For further information on how to submit a complete medical file use the diagnostic flow chart on page 2 of this application form.

Please complete **all sections** in **BLOCK CAPITALS**. **Incomplete** or **illegible** forms will be returned.

### Athlete Information

Surname: \_\_\_\_\_ First names: \_\_\_\_\_

Date of Birth (dd/mm/yy): / /  Gender: Male  Female  (please tick)

Address: \_\_\_\_\_

Postcode -

Contact Tel. (including dialling code)

E-mail: \_\_\_\_\_

Sport: \_\_\_\_\_ Club: \_\_\_\_\_

(indicate the discipline if appropriate)

National Governing Body: \_\_\_\_\_ Disability category: \_\_\_\_\_

Level of competition: (please tick one box as appropriate)

- I am part of my International Federation's Registered Testing Pool
- I am competing in an International event
- I am part of UK Anti-Doping's National Registered Testing Pool
- I am competing in a National Level event in my sport
- Other  (please state level) \_\_\_\_\_

Next competition the Therapeutic Use Exemption is required for:

Competition date (dd/mm/yy): / /

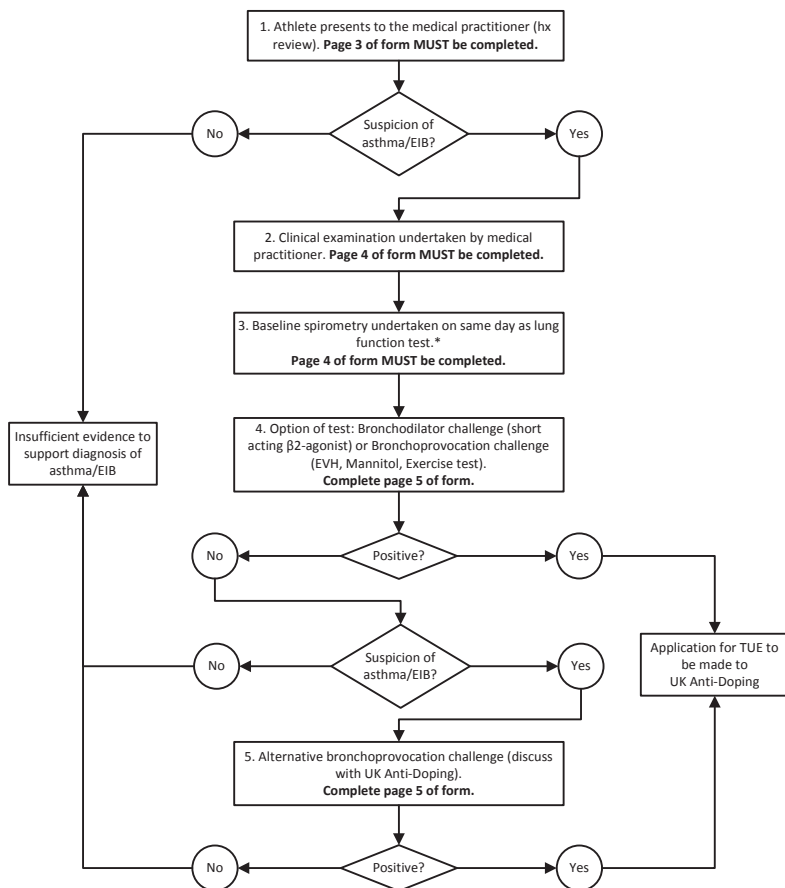
(a) Have you submitted a previous TUE application? Yes  No

(b) The Anti-Doping Organisation applied to? UK Anti-Doping  Other  \_\_\_\_\_ (please state)

(c) Decision: Approved  Declined

### Medical File Requirements

The diagnostic flow chart below provides an outline of how to submit a complete medical file to UK Anti-Doping to confirm the diagnosis of asthma and/or its clinical variants.



**\*NB.** It is recommended that a bronchodilator challenge is the investigation of preference in athlete's with abnormal resting lung function ( $FEV_1 < 70\%$  predicted at baseline,  $FEV_1/FVC < 0.7$ ); a bronchodilator challenge should be considered if  $FEV_1$  is 70-80% predicted at baseline; a bronchodilator challenge is still an option but a bronchoprovocation challenge might be more suitable when  $FEV_1 > 80\%$  predicted at baseline.

### Medical History Report and Medication Details

(a) Diagnosis (i.e. asthma, exercise induced asthma, exercise induced bronchoconstriction):

(b) Age of onset:

-----

(c) Symptoms experienced: (Please tick as appropriate)

Recurrent breathlessness  Coughing  Wheezing   
 Difficulty in breathing (Dyspnoea)  Excess mucus production  Chest tightness

Please specify: -----

(d) When are these symptoms experienced?

(e) What environmental conditions trigger the above symptoms? (Please tick as appropriate)

Cold climate  Dry air  High pollen count   
 Air pollution  Altitude training  Other

If other, please state -----

(f) List all asthma medication used in the last 3 months (e.g. beclomethasone, mometasone, salbutamol):

(g) Has the athlete any history of atopic disorders and/or childhood asthma?

(h) Provide details of any acute exacerbations of asthma including hospital emergency department attendance/admission reports and/or previous treatment with oral corticosteroids (please attach documents to confirm these details):

(i) Asthma medication details:

Generic name of Prohibited Substance(s)	Dose of administration	Route of administration	Frequency of administration	Maximum dosage permitted within 24 hrs
1.	µg	Inhaled		µg
2.	µg	Inhaled		µg
3.	µg	Inhaled		µg
4.	µg	Inhaled		µg

Intended duration of treatment(s): Emergency  Weeks/Months  Please specify:

### Notifying Medical Practitioner Details and Declaration

Name: \_\_\_\_\_

Practice stamp/address

Qualifications: \_\_\_\_\_

Medical speciality: \_\_\_\_\_

Contact Tel.          

E-mail: \_\_\_\_\_

I certify the above-mentioned substance(s) for the above named athlete has been/are to be administered as the correct treatment for the above named medical condition. I further certify that the use of alternative medications not on the Prohibited List would be unsatisfactory for the treatment of the above named medical condition.

If the athlete is under 18 and I have not notified the athlete's parent/guardian, this is because I consider the athlete to be competent to give consent to treatment.

I understand that my details will be held on an anti-doping database and will be accessible by the Athlete, their National Governing Body, their International Federation, UK Anti-Doping, and the World Anti-Doping Agency in order to allow them to administer the anti-doping programme.

Signature of medical practitioner: \_\_\_\_\_ Date:      If the athlete is under 18 does the athlete's parent/guardian know about this treatment? Yes  No 

### Clinical Examination

Clinical examination findings with specific focus on the respiratory system were: Normal  Abnormal 

Specify any abnormal examination findings in this box:

### Baseline Spirometry

Date:       Best Baseline FEV<sub>1</sub>: \_\_\_\_\_ L (must be within 5% of second best FEV<sub>1</sub>)

**NB.** The application will not be reviewed unless the data for at least two flow loops are presented in the table below and that the best baseline FEV<sub>1</sub> is within 5% of the second best FEV<sub>1</sub>. Further flow loops are required if the best baseline FEV<sub>1</sub> value is not within 5% of second best FEV<sub>1</sub> value at baseline.

	FEV <sub>1</sub> (L)	FVC (L)	FEV <sub>1</sub> /FVC (%)	FEF <sub>25-75</sub> (L·s <sup>-1</sup> )
1 <sup>st</sup> Flow Loop				
% Predicted				
2 <sup>nd</sup> Flow Loop				
% Predicted				
3 <sup>rd</sup> Flow Loop				

Abbreviations: **FEV<sub>1</sub>**, Forced Expiratory Volume in one second; **FVC**, Forced Vital Capacity; **FEF<sub>25-75</sub>**, Forced Expiratory Flow between 25-75% of vital capacity; **L**, Litres; **L·s<sup>-1</sup>**, Litres per second.

### Bronchodilator Challenge

If chosen as the test to confirm asthma, please complete this section and attach an electronic printout of test results if available.

**NB.** The application will not be reviewed unless duplicate FEV<sub>1</sub> measurements are presented in the table below. Duplicate FEV<sub>1</sub> values must also agree within 5% & 150ml of each other to confirm reproducibility of the best FEV<sub>1</sub> value measured.

Date of challenge: / /   Bronchodilator & dose used: \_\_\_\_\_

Time post-test	FEV <sub>1</sub> Post BD dose (L)		% difference from baseline FEV <sub>1</sub> (using best of duplicate)	FVC Post BD dose (L)		% difference from baseline FVC (using best of duplicate)
	Duplicate 1	Duplicate 2		Duplicate 1	Duplicate 2	
min						
min						

Technician Name & Contact details: \_\_\_\_\_

Comments (optional): \_\_\_\_\_

### Bronchoprovocation Challenge

If chosen as the test to confirm asthma, please provide a summary of the test results below & attach either:

- Electronic printout of spirometry results and flow volume loop tracing; or
- A bronchoprovocation data collection worksheet (**NB.** Worksheets can be found on the UK Anti-Doping website if the centre completing the bronchoprovocation challenge does not have their own).

**NB.** The application will not be reviewed unless duplicate FEV<sub>1</sub> measurements are taken at each time point.

EVH – Fall in FEV<sub>1</sub> at two consecutive time points:

Time point 1: \_\_\_\_\_min Best FEV<sub>1</sub> value at time point: \_\_\_\_\_L FEV<sub>1</sub> fall from baseline: \_\_\_\_\_%

Time point 2: \_\_\_\_\_min Best FEV<sub>1</sub> value at time point: \_\_\_\_\_L FEV<sub>1</sub> fall from baseline: \_\_\_\_\_%

Exercise – Fall in FEV<sub>1</sub> at two consecutive time points:

Time point 1: \_\_\_\_\_min Best FEV<sub>1</sub> value at time point: \_\_\_\_\_L FEV<sub>1</sub> fall from baseline: \_\_\_\_\_%

Time point 2: \_\_\_\_\_min Best FEV<sub>1</sub> value at time point: \_\_\_\_\_L FEV<sub>1</sub> fall from baseline: \_\_\_\_\_%

Mannitol – True baseline FEV<sub>1</sub> following 0mg mannitol dose: \_\_\_\_\_L

PD15: \_\_\_\_\_mg FEV<sub>1</sub> value at dose that induced a > or = 15% fall: \_\_\_\_\_L FEV<sub>1</sub> fall from true baseline: \_\_\_\_\_%

FEV<sub>1</sub> value at dose prior to 15% fall: \_\_\_\_\_L Dose: \_\_\_\_\_mg FEV<sub>1</sub> fall from true baseline: \_\_\_\_\_%

A 10% incremental fall in FEV<sub>1</sub> between doses: \_\_\_\_\_mg (dose 1) and \_\_\_\_\_mg (dose 2)

FEV<sub>1</sub> fall from true baseline at dose 1 \_\_\_\_\_L \_\_\_\_\_% and FEV<sub>1</sub> fall from true baseline at dose 2 \_\_\_\_\_L \_\_\_\_\_%

Date of challenge: / /   Comments (optional): \_\_\_\_\_

Technician Name & Contact details: \_\_\_\_\_

### Athlete's Declaration

I certify that the information under Section 1 of this TUE application form is accurate and that I am requesting approval to use a substance or method on the World Anti-Doping Code (WADC) Prohibited List.

I authorise the release of personal medical information related to this application to the National Anti-Doping Organisation (NADO, namely UK Anti-Doping) as well as to World Anti-Doping Agency (WADA) staff, to the NADO's Therapeutic Use Exemption Committee (TUEC) and to other Anti-Doping Organisations (ADO) under the provisions of the WADC and the anti-doping rules of my sport.

I understand and agree that:

- My TUE data will only be used to allow the above organisations to administer the anti-doping programme in accordance with the WADC International Standard for TUEs;
- My TUE data will be collected by the NADO who shall be principally responsible for ensuring the protection of this data. The NADO will use the Anti-Doping Administration and Management System (ADAMS) to store, process and manage my data, including its disclosure to authorised recipients;
- My TUE data, or part of it, will be made accessible to authorised ADOs (for instance, designated NADOs, the International or National Federation of my Sport, and WADA);
- My TUE data may have to be shared with other independent medical and/or scientific experts, and all necessary staff involved in the management, review or appeals of TUEs if applicable;
- Persons or parties receiving my information may be located outside the country where I reside. In some other countries data protection and privacy laws may not be equivalent to those in my own country;
- I may have certain rights under applicable laws in relation to my TUE data, including rights to access and/or correct any inaccurate data; and
- To the extent that I have any concerns about the processing of my TUE data I may consult with the NADO and/or WADA as appropriate.

#### Withdrawal of Consent

I understand that if I ever wish to revoke the right of the NADO & authorised ADOs (designated NADOs, the International or National Federation of my Sport, and WADA) to access my TUE information, I must notify my medical practitioner and the NADO in writing of that fact.

#### Authorisation and Consent

By signing this form I expressly consent to the use of my TUE data as set out above.

**Athlete's signature:** \_\_\_\_\_ **Date:** / /

**Parent/guardian signature** \_\_\_\_\_ **Date:** / /

*(If the athlete is under 18 and is not deemed to be competent to give their consent to the treatment or has a disability preventing him/her to sign this form, a parent or guardian shall sign together with or on behalf of the athlete).*

I would like the decision to be sent to: (please tick one box as appropriate)

My postal address       My e-mail address       The notifying medical practitioner

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MARK AS CONFIDENTIAL AND PLEASE SUBMIT THE COMPLETED FORM TO UK ANTI-DOPING AND KEEP A COPY FOR YOUR RECORD:

**TUE**  
**UK Anti-Doping**  
**Third Floor, Fleetbank House, 2-6 Salisbury Square, London, EC4Y 8JX**  
Confidential fax: 0800 298 3362 / e-mail: tue@ukad.org.uk

## FA FOOTBALL AGENTS REGULATIONS

### Introduction and Interpretation

These Regulations are made in accordance with the requirement of FIFA that National Associations have regulations governing the conduct and use of services of Agents.

These Regulations are made in accordance with Rule J and are binding on all Participants, and in particular Licensed Agents and Registered Agents (together referred to as Authorised Agents).

Any breach of these Regulations resulting in a charge for Misconduct shall be dealt with in accordance with the Rules of The Association and shall be determined by a Regulatory Commission of The Association. All other decisions by The Association pursuant to these Regulations shall be made by or under the authority of the Council of The Association or the Football Regulatory Authority (including Regulatory Commissions and/or an Agents Panel of The Association) as appropriate and shall be made at their absolute discretion.

Definitions are as set out in the Rules of The Association, and Appendix I. In dealing with any issue under these Regulations, The Association shall have regard to the reality and substance of any dealings or arrangements and not just their form. In the event of a conflict between these Regulations and the FIFA Players' Agents Regulations, these Regulations shall apply.

These Regulations come into effect on 4 July 2009.

### A. GENERAL

- 1 A Player or Club must not at any time use the services of, or seek to use the services of, pay, or seek to pay, either directly or indirectly, an Unauthorised Agent in relation to any Agency Activity.
- 2 A Player or Club may retain only the services of an Authorised Agent or Exempt Solicitor in relation to any Agency Activity, or represent themselves.
- 3 A Player or Club must take all reasonable steps to satisfy themselves that any person carrying out or seeking to carry out any Agency Activity, whether directly or indirectly, is an Authorised Agent or Exempt Solicitor and is entitled to act under a valid Representation Contract or Exempt Solicitor Terms of Representation.

### B. REPRESENTATION CONTRACTS, AGREEMENTS AND EXEMPT SOLICITOR TERMS OF REPRESENTATION

#### Representation Contracts and Agreements

- 1 An Authorised Agent and a Player or a Club must have entered into a validly executed written Representation Contract prior to that Authorised Agent carrying out any Agency Activity on his or its behalf. Before entering into a Representation Contract with a Player, or prior to varying an existing Representation Contract with a Player, the Authorised Agent shall:
  - (a) inform the Player in writing that he should consider taking independent legal advice in relation to the Representation Contract; and
  - (b) afford the Player a reasonable opportunity to take such legal advice, should the Player wish to take such advice; and
  - (c) obtain the Player's written confirmation that either
    - (i) he has obtained such legal advice or
    - (ii) he has decided that he does not need to do so.
- 2 The Representation Contract must contain the entire agreement between the parties in relation to the Agency Activity, and shall, at a minimum, contain all Obligatory Terms of the relevant Standard Representation Contract. The parties may not, without the prior written authorisation of The Association (which shall be requested in accordance with Regulations



- K10 - K13 below) vary the Obligatory Terms. The parties may add other terms so long as they are consistent with the Obligatory Terms of the Standard Representation Contract and the requirements of these Regulations and the FIFA Players' Agents Regulations. The parties may seek The Association's confirmation that the Representation Contract and any additional terms are so consistent.
- 3 The requirement for a Representation Contract shall not apply in the case of a Registered Close Relation where no payment is to be made by or on behalf of the Player, whether directly or indirectly, to any person (a "Free RCR"). In the case of a Free RCR, a declaration (a "Free RCR Declaration") must be validly executed in such form as The Association may stipulate.
  - 4 The Authorised Agent and the Club or Player must ensure that originals in triplicate of any and all Representation Contracts or Free RCR Declarations to which they are a party are lodged with The Association. Representation Contracts or Free RCR Declarations must be lodged as follows:
    - (a) within 5 days of being executed; or
    - (b) at the time of the registration of a Transaction or Contract Negotiation, if that is within the 5 days of the Representation Contract or Free RCR Declaration being executed.
  - 5 Any term of a Representation Contract that breaches the requirements of these Regulations is not permitted. In such cases, The Association shall have the power to notify the parties of any such breach whereupon the parties shall either:
    - (i) remedy the breach by making the necessary amendments as notified; or
    - (ii) seek the permission of The Association (in accordance with Regulations K10 - K13 below) not to make those amendments. If The Association's permission is not granted then the parties shall remedy the breach as notified. Failure to incorporate the required amendments shall constitute a breach of these Regulations.
  - 6 An Authorised Agent and a Club or Player must inform The Association in writing of any early termination, novation, variation or other event that affects the validity or status of a Representation Contract (save for the natural expiry of the contract), within 5 days of such event.
  - 7 A Representation Contract or Exempt Solicitor Terms of Representation shall be limited to a maximum period of two years.
  - 8 Transitional provisions shall apply in relation to Regulations B1 to B7 so that an Authorised Agent may carry out Agency Activity other than pursuant to a Representation Contract, provided that such activity is carried out pursuant to a pre-existing written representation agreement which is still in force and which complies with the regulations applicable at the time of its execution and which has been lodged with The Association.  
**Exempt Solicitor Terms of Representation**
  - 9 A Player or Club must have entered into Exempt Solicitor Terms of Representation prior to that Exempt Solicitor carrying out any Agency Activity for or on behalf of that Player or Club.
  - 10 A Player or Club must ensure that originals in triplicate of the Exempt Solicitor Terms of Representation are lodged with The Association. Exempt Solicitor Terms of Representation must be lodged as follows;
    - (a) within 5 days of it having been agreed; or
    - (b) at the time of the registration of a Transaction or Contract Negotiation, if that is within the 5 days of the Exempt Solicitor Terms of Representation having been agreed.
  - 11 A Club or Player must inform The Association in writing of any variation to the terms of the Exempt Solicitor Terms of Representation within 5 days of the terms being varied.

**C. DUAL REPRESENTATION & CONFLICTS OF INTEREST**

- 1 An Authorised Agent may only act for one party to a Transaction or Contract Negotiation save where the Authorised Agent and other relevant parties comply in full with the requirements of the process regarding player consent set out at Regulations C4 and C5.
- 2 A Club, Player or Authorised Agent must not so arrange matters as to conceal or misrepresent the reality and/or substance of any matters in relation to a Transaction or Contract Negotiation.
- 3 Agents, Clubs and Players must disclose any conflict of interest or potential conflict of interest (not covered by the provisions of Regulation C.4) that may arise as a result of a Transaction or Contract Negotiation on the prescribed declaration form and thereby obtain the express written consent of the other parties involved in the matter in order for the Transaction or Contract Negotiation to continue. A copy of the relevant conflict disclosure form must be provided to The Association with, or before, the request for registration of the Player by the Club concerned.

**Player Consent**

- 4 An Authorised Agent may undertake Agency Activity for more than one party in relation to a Transaction or Contract Negotiation, only where the following requirements are met in full:
  - (a) The Authorised Agent has a pre-existing Representation Contract with the Player that is the subject of the Transaction or Contract Negotiation and the Representation Contract has been lodged with The Association in accordance with the requirements of Regulation B; alternatively the Authorised Agent has entered into a sub-contract agreement in relation to the Player in accordance with the requirements of Regulation H.4; alternatively the Agent being an Overseas Agent has a pre-existing representation agreement with the Player that conforms with the applicable regulations governing it and this agreement is lodged with The Association in advance of the Transaction or Contract Negotiation; and
  - (b) The Authorised Agent obtains the Player's prior written consent to him providing services to a Club in relation to the Player on the relevant conflict disclosure form and/or within the relevant Representation Contract; and
  - (c) The Authorised Agent does not provide, or agree to provide, or enter into a contract to provide, any services to a Club in relation to the Player until such time as the duly completed conflict disclosure form and/or Representation Contract has been lodged with The Association; and
  - (d) Once the Authorised Agent and the Club have agreed terms, (but prior to them entering into a Representation Contract), the Authorised Agent informs the Player on the relevant player consent disclosure form of the full particulars of the proposed arrangements including, without limitation, the proposed fee (if any) to be paid by the Club to the Authorised Agent; and
  - (e) The Player is given the reasonable opportunity to take independent legal advice and or to take advice from the Professional Footballers' Association prior to providing his consent on the relevant player consent disclosure form; and
  - (f) Having been given such opportunity, the Player provides his express consent for the Authorised Agent to enter into a Representation Contract with the Club on the proposed terms by signing the relevant player consent disclosure form, which must be lodged with The Association, and The Association has acknowledged receipt thereof.
- 5 Where the Player does not provide his express consent in accordance with the above requirements, the Authorised Agent is not permitted to proceed with the provision of services to the Club, or to receive any remuneration from the Club in respect of that Player,

and the Club is not permitted to receive any services from the Authorised Agent or make any payment to the Authorised Agent in respect of that Player. The Authorised Agent may continue to represent the Player (only) in respect of the relevant Transaction or Contract Negotiation and be paid for such services in accordance with Regulation G5 and the terms of the relevant Representation Contract.

- 6 Authorised Agents and Clubs are prohibited from suggesting to a Player in any way, either directly or indirectly, that a Transaction or Contract Negotiation is dependent upon the Player's completion of, or agreement to, the above consent process.
- 7 The Authorised Agent accepts that if he undertakes Agency Activity for a Club and a Player in relation to a Transaction without fulfilling in all material aspects the requirements set out at (a) to (g) above, the Player may terminate the relevant representation agreement with the Authorised Agent on written notice with immediate effect. The Authorised Agent may also be liable to account to the Player for all monies earned in relation to the Transaction in accordance with the terms of the Representation Contract between them.
- 8 In relation to the above arrangements and the requirements of Regulation G in particular, as well as in respect of these Regulations generally, Clubs, Players and Authorised Agents acknowledge and accept their respective direct responsibilities to comply with the requirements of any and all applicable laws, including but not limited to, tax law and other relevant statutory legal requirements.

#### **Other requirements**

- 9 Save when acting in accordance with the player consent procedure under Regulations C.4-C.8 an Authorised Agent must not, without the written authorisation of The Association (which shall be requested in accordance with Regulations K10 - K13 below), carry out any Agency Activity for or on behalf of a Club, and a Club must not use the services of any Authorised Agent or Exempt Solicitor, in any Transaction or Contract Negotiation in respect of a Player where the Authorised Agent or Exempt Solicitor:
  - (a) has at any time in the previous two completed transfer windows or the period in between or since either
    - (i) been a party to a representation agreement with that Player, or
    - (ii) carried out any Agency Activity for or on behalf of that Player in a completed Transaction or Contract Negotiation involving that Club; or
  - (b) has at any time in the previous two completed transfer windows or the period in between or since either
    - (i) been a party to a representation agreement with that Player, or
    - (ii) carried out any Agency Activity for or on behalf of that Player in a completed Transaction or Contract Negotiation involving any other Club (including for these purposes any club outside England); or
  - (c) is a Connected Agent by reference to any other Authorised Agent falling within either of the categories (a) and (b) above.
- 10 Save when acting in accordance with the player consent procedure under Regulations C.4-C.8 an Authorised Agent must not, without the written authorisation of The Association (which shall be requested in accordance with Regulations K10 - K13 below), carry out any Agency Activity for or on behalf of a Club, and the Club must not use the services of an Authorised Agent or Exempt Solicitor, in any Transaction or Contract Negotiation in respect of a Player where the Authorised Agent or Exempt Solicitor:
  - (a) has carried out any Agency Activity for or on behalf of another Club (including for these purposes any club outside England) in respect of the same Player either
    - (i) in the immediately preceding completed Transaction or Contract Negotiation of that Player or

- (ii) at any time during the previous two completed transfer windows or the period in between or since; or
  - (b) is a Connected Agent by reference to any other Authorised Agent falling within category (a).
- 11 Save when acting in accordance with the player consent procedure under Regulations C.4-C.8 an Authorised Agent must not, without the written authorisation of The Association (which shall be requested in accordance with Regulations K10 - K13 below), carry out any Agency Activity for a Club, and the Club must not use the services of an Authorised Agent or Exempt Solicitor, in relation to a Player if the Authorised Agent, the Authorised Agent's Organisation (or a Connected Agent) or the Exempt Solicitor, has, or has had at any time in the previous two transfer windows or the period in between or since, either directly or indirectly, any interest in the Commercial Rights, including without limitation the image rights, of that Player. Such interest shall be defined as:
- (a) beneficial ownership of the Commercial Rights of the Player, either direct or indirect; and/or
  - (b) any contractual or customary arrangement which involves the representation of the Player's Commercial Rights.

**D. ORGANISATIONS WITH MORE THAN ONE AGENT**

- 1 For the purposes of interpreting Sections C and G of these Regulations, the term "Authorised Agent" shall include Authorised Agents who are assigned or subcontracted to fulfil any obligations of another Authorised Agent in relation to a Transaction or Contract Negotiation and Connected Agents and the term "Exempt Solicitor" shall include Solicitors who work for the same regulated practice as the Exempt Solicitor.
- 2 An Authorised Agent shall use reasonable endeavours to ensure that an Organisation with which he is employed or retained shall comply with the requirements of the Rules of The Association and these Regulations in relation to Agency Activity carried out by that Authorised Agent.

**E. DUTY OF PLAYERS, CLUBS AND AGENTS TO UPHOLD THESE REGULATIONS**

- 1 An Authorised Agent, Club or Player is responsible for ensuring that he or it does not permit, nor allow nor suffer to take place, any breach of, or conduct by him or it in contravention of, the requirements of these Regulations, the Rules of The Association, and the Code of Professional Conduct.
- 2 A Club shall comply, and use reasonable endeavours to ensure, that its Club Officials, Manager and Players comply with the requirements of these Regulations.

**F. REQUIREMENT TO INFORM THE ASSOCIATION OF THE IDENTITY AND ROLE OF AN AGENT, AND DETAILS OF REMUNERATION**

- 1 An Authorised Agent, Club and Player must ensure that the name, signature and licence or registration number of each and every Authorised Agent or Exempt Solicitor carrying out any Agency Activity in relation to a Transaction or Contract Negotiation (whether directly or indirectly) is shown on all relevant contracts and documents as is required from time to time. This must include the name of the client, the name of any Organisation with which an Authorised Agent is associated, a description of the services provided, and all remuneration arrangements, including any remuneration paid or due to be paid to each and every person involved in the Transaction or Contract Negotiation. This obligation applies to any person who has carried out any Agency Activity in any part of a Transaction or Contract Negotiation (including where any duties or services or responsibilities are assigned or subcontracted).

- 2 If a Player or Club has not used the services of an Agent at any time in a Transaction or Contract Negotiation, this fact must be stated in all relevant documents in respect of such Transaction or Contract Negotiation.

## **G. REMUNERATION**

- 1 An Authorised Agent or Exempt Solicitor may be remunerated by the Club or the Player for whom he acts.
- 2 Payment must be made pursuant to, in the case of an Authorised Agent, the terms of the Representation Contract between the Authorised Agent and that party, or, in the case of an Exempt Solicitor, the terms of the Exempt Solicitor Terms of Representation between the Exempt Solicitor and that party. Methods of payment may include the payment of an hourly rate, a retainer, a fixed sum or a commission (either by way of a lump sum or by instalments) in accordance with these Regulations.
- 3 An Authorised Agent must not make, or seek to make, any payments of any kind, either directly or indirectly, to any Club, Club Official, Manager or Player as a result of a Transaction or Contract Negotiation.
- 4 The requirements set out in Regulations G.5 to G.11 below apply equally to Authorised Agents and Exempt Solicitors. In each case, where reference is made to Authorised Agents it shall also be construed as meaning Exempt Solicitors, and where reference is made to a Representation Contract it shall also be construed as meaning Exempt Solicitor Terms of Representation.

### **Remuneration of an Authorised Agent / Exempt Solicitor Acting for a Player**

- 5 Where an Authorised Agent undertakes Agency Activity for a Player, the Player may discharge his obligations to pay the Authorised Agent as specified in the Representation Contract between them in one, or more, of the following ways only:
  - (a) The Player may pay the Authorised Agent directly; and/or
  - (b) The Player may request in writing, and the Player's Club may agree, that the Club makes a genuine deduction in periodic instalments from his net salary in favour of the Authorised Agent, so that the sums are deducted and paid in discharge of the Player's obligation to the Authorised Agent contained in the relevant Representation Contract; and/or
  - (c) The Player may request, and the Player's Club may agree, that the Club discharges the Player's liability towards his Authorised Agent, as contained in the relevant Representation Contract, on the Player's behalf as a taxable benefit, provided always that:
    - (i) The Player and the Club fulfil the relevant requirements of tax law in relation to such payment(s); and
    - (ii) The payments are made through The Association in accordance with Regulation G10.
- 6 Where the Authorised Agent and the Player agree in the Representation Contract that a commission (either by way of lump sum or by instalments) is to be paid in respect of a Transaction or Contract Negotiation, it shall be calculated on the basis of the Player's annual basic gross income (excluding any other benefits and/or any kind of bonus or privilege that is not guaranteed) as set out in the employment contract concluded by the Player in respect of which he was represented by the Authorised Agent.
- 7 Where the Authorised Agent and the Player so agree that such a commission is to be paid, they shall also agree in the Representation Contract what the commission shall be and whether the Player will remunerate the Authorised Agent with a lump sum payment at the start of that employment contract or whether he will pay by periodic instalments (and, if so, the regularity of such instalments).

- 8 Where the Authorised Agent and the Player agree periodic instalments and the Player's employment contract lasts longer than the Representation Contract, the parties shall also agree in the Representation Contract that the Authorised Agent is entitled to the agreed instalments after expiry of the Representation Contract, until the Player's employment contract expires or, if earlier, until the Player signs a new employment contract without the involvement of that Authorised Agent.

**Remuneration of an Authorised Agent / Exempt Solicitor Acting for a Club**

- 9 Any and all remuneration or payments of whatever nature, and howsoever arising, and whether direct or indirect, made to any person in relation to any Agency Activity for or on behalf of a Club, must be made by the Club only, and must be fully recorded in the accounting records of the Club, save that an Authorised Agent acting for a Club may pay a person with whom he has assigned or sub-contracted any Agency Activity duties or services or responsibilities in accordance with Regulation H4.
- 10 Any payment by a Club to an Authorised Agent or Exempt Solicitor, whether direct or indirect, other than a payment made by a Club under Regulation G5.(b), must be made through The Association, using the relevant designated account as prescribed by The Association from time to time, save where a Registered Lawyer or Exempt Solicitor solely and exclusively provides Permitted Legal Advice to a Club. Payments will only be released by The Association upon receipt of the relevant information (including, but not limited to, the relevant contract and bank details) in relation to the payment.
- 11 Where the Authorised Agent and the Club agree that such a commission is to be paid, they shall also agree in the Representation Contract what the commission shall be and whether the Club shall remunerate the Authorised Agent with a lump sum payment at the start of the employment contract of the Player who was the subject of the Transaction or Contract Negotiation or whether the Club will pay by periodic instalments (and, if so, the regularity of such instalments) and/or whether such commission (or any instalment or part thereof) shall be conditional in any way including, by way of example but without limitation, whether the Player must remain in the employment of the Club under the said employment contract on the due date for payment.

**Disclosure to The Association of all Remuneration to Authorised Agents**

- 12 An Authorised Agent must disclose to The Association within 5 days of the completion of a Transaction or Contract Negotiation the full details of any and all remuneration or payments of whatever nature, and howsoever arising, and whether direct or indirect, that have been made or have been committed to be made to the Authorised Agent or to any person (including for the avoidance of doubt to any Registered Overseas Agent, Registered Lawyer, Exempt Solicitor or any person to whom any duties or services or responsibilities are assigned or subcontracted) in relation to any Agency Activity.
- 13 An Authorised Agent must, on or before 30 November each year, provide an itemised statement (in the form prescribed by The Association from time to time) to every Player that he represents (or has represented during the period), with a copy to The Association, covering the period 1 October of the previous year to 30 September of that year, which sets out any and all remuneration or payments of whatever nature received and/or charged by the Authorised Agent (or the Authorised Agent's Organisation) to the Player during that period whether paid by the Player in question or a Club on his behalf.
- 14 Authorised Agents and Clubs must on request, provide an itemised statement (in the form prescribed by The Association from time to time) to The Association, covering the period 1 October of the previous year to 30 September of that year, which sets out any and all remuneration or payments of whatever nature received and/or charged between Authorised Agents (or the Authorised Agent's Organisation) and Clubs during that period that do not fall within Agency Activity and/or were not paid via The Association's designated account in accordance with Regulation G.10.

- 15 Clubs shall make publicly available on or before 30 November each year, the total amount of the payments made by the Club to Authorised Agents and Exempt Solicitors during the period 1 October of the previous year to 30 September of that year. Clubs, Players, Authorised Agents and Exempt Solicitors agree to the publication by The Association after 30 November each year of the total amount paid by Players to Authorised Agents and Exempt Solicitors during the period 1 October of the previous year to 30 September of that year.

#### H. AUTHORISED AGENTS

- 1 An Authorised Agent shall not carry out any Agency Activity except as provided for by these Regulations.
- 2 An Authorised Agent shall be subject to and shall comply in all respects with the general requirements of these Regulations, the Rules of The Association and the Code of Professional Conduct.
- 3 An Authorised Agent shall serve and protect the best interests of his client at all times, which shall include but not be limited to notifying the client of all material facts in relation to any Transaction or Contract Negotiation.
- 4 Where an Authorised Agent assigns or subcontracts any Agency Activity duties or services or responsibilities, the Authorised Agent must:
- (a) obtain the prior written consent of his client;
  - (b) record the terms upon which those obligations are assigned or subcontracted in a single document; and
  - (c) complete and lodge such document in triplicate in the same way as for a Representation Contract under Regulation B4.
- 5 An Authorised Agent is prohibited from assigning or subcontracting any Agency Activity to an Unauthorised Agent.
- 6 An Authorised Agent shall not, and shall not attempt to, either directly or indirectly:
- (a) enter into a Representation Contract with a Player or Club under an exclusive Representation Contract with another Authorised Agent;
  - (b) approach a Player or Club under an exclusive Representation Contract with another Authorised Agent with a view to negotiating a Representation Contract with that Player or Club unless:
    - (i) the Authorised Agent who is the other party to the exclusive Representation Contract has provided express written permission; or
    - (ii) the Representation Contract between the Player and the Authorised Agent has less than one month until termination by expiry of its term (provided that in any event no Representation Contract with another Authorised Agent may be concluded or have effect unless and until the current exclusive Representation Contract has terminated).
  - (c) induce a Player or Club to breach his or its Representation Contract with another Authorised Agent or his or its Contract with another Club or Player.
- An Authorised Agent may however publicise his services generally.
- 7 No Authorised Agent nor any person acting on behalf of any such person, shall enter into negotiations, make any approach, take any steps, solicit or in any way facilitate discussions between parties with a view to a Transaction (including the making of statements to the media), or actually effect or become involved in any capacity in a Transaction (whether the same constitutes acting in the capacity of an Authorised Agent or not), unless:

- (a) the Player's current Club has provided express written permission to the other Club to do so; or
- (b) the Club or Player, on behalf of whom the Authorised Agent is acting, is entitled to do so under the exemptions provided within the Rules of the FA Premier League, the Rules of the Football League or the Rules of FIFA.
- 8 An Authorised Agent (or an Authorised Agent's Organisation) shall not, save as set out in Regulation H8 and subject to the transitional provisions in Regulation K6, have an interest in a Club. Such interest shall be defined as:
- (a) beneficial ownership of more than 5% of any entity, firm or company through which the activities of the Club are conducted and/or
- (b) being in a position or having any association that may enable the exercise of a material financial, commercial, administrative, managerial or any other influence over the affairs of the Club whether directly or indirectly and whether formally or informally.
- Where an Authorised Agent is carrying out any Agency Activity for or on behalf of any party in relation to a Transaction or Contract Negotiation involving that Club, an interest for the purposes of this clause includes an interest of:
- (i) a spouse, child, stepchild, parent or sibling of the Authorised Agent; and/or
- (ii) a company in which any legal or beneficial interest or any proportion or share is held by the Authorised Agent or any spouse, child, stepchild, parent or sibling of the Authorised Agent (save for a holding of less than 5%); and/or
- (iii) a company over whose affairs financial, commercial, administrative, managerial or any other control or influence can be exercised by the individual or any spouse, child, stepchild, parent or sibling of the Authorised Agent.
- 9 An Authorised Agent must disclose to The Association in writing any contractual or customary arrangement whether formal or informal that exists between any such Authorised Agent (or an Authorised Agent's Organisation) and a Club whereby any money is paid by or on behalf of such Club to any such Authorised Agent (or such Authorised Agent's Organisation) whether or not such a payment is within the terms of any of these Regulations or any other relevant rules of any relevant governing or regulatory body. Such disclosure must be made within five days of the Authorised Agent entering into such a contractual or customary arrangement with a Club.
- 10 An Authorised Agent shall disclose to The Association full details of all remuneration of any nature received and/or made by him and/or an Organisation with which he is connected, as a result of any Agency Activity, which shall include where an Authorised Agent's activities, services, duties or responsibilities have been assigned or subcontracted.
- Disclosure is required as set out in The Association's registration forms.
- 11 An Authorised Agent, or an Authorised Agent's Organisation, must not have, either directly or indirectly, any interest of any nature whatsoever in relation to a Registration Right, whether actual or potential, vested or contingent. This includes, but is not limited to, owning any interest in any transfer fee or future sale value of a Player.
- 12 An Authorised Agent must not carry out any Agency Activity in the place of, or on behalf of, or as agent or representative of, any Unauthorised Agent.
- 13 An Authorised Agent, or an Authorised Agent's Organisation, must not pass, either directly or indirectly, any remuneration of any nature in relation to Agency Activity to any Unauthorised Agent or any other person, regardless of which party carries out the



- Agency Activity, save as permitted under Regulation G9. This does not affect the ability of an Organisation to pay its unlicensed employees or staff pursuant to their employment or other contracts or any other parties for purposes unrelated to any Agency Activity.
- 14 An Authorised Agent shall not, either directly or indirectly, offer any consideration (whether monetary or in terms of money's worth or other valuable consideration) to a Player (or any family member of the Player) in relation to entering into a representation agreement with that Authorised Agent. Similarly an Authorised Agent is prohibited from offering any consideration (whether monetary or in terms of money's worth or other valuable consideration) to a Club Official in return for any benefit, service, favour or any kind of preferential treatment in respect of the Club's Players, access to those Players or the promotion of the Authorised Agent's services with those Players. Players and Club Officials are prohibited from accepting such offers or receiving such consideration.
- 15 A Club Official or employee, or any person in an official position with FIFA, a confederation, any National Association or any organisation connected with these institutions, cannot be an Authorised Agent.
- 16 An Authorised Agent must not, either directly or indirectly, make any approach to, or enter into any agreement with, a Player in relation to any Agency Activity before
- (a) the 1st day in January of the year of the Player's sixteenth birthday; or
  - (b) the 1st day in January of the final year of the Player's full-time education,
- whichever is the later, save with the prior written consent of The Association (requested in accordance with Regulations K10 - K12 below), which shall consider such matter only upon the written application of the Authorised Agent and the Player. For the avoidance of doubt Registered Close Relations are not subject to the prohibition set out in this Regulation.
- 17 An Authorised Agent cannot enter into a Representation Contract with a Player under the age of eighteen years of age unless it is countersigned by the Player's parent or legal guardian with parental responsibility.
- 18 An Authorised Agent must not charge or receive any fee or commission or payment or remuneration of any kind, either directly or indirectly, as a result of introducing a Player who is under 16 or still in full-time education to a Club.
- 19 An Authorised Agent who has had his Licence or Registration suspended or withdrawn may, on the occasion of any application for the grant of any Licence or Registration or the lifting of any suspension in respect of the Licence or Registration, be obliged, at the discretion of a Regulatory Commission, to reapply for the Licence or Registration.
- 20 Where an Authorised Agent's Licence or Registration is terminated and more than one year elapses from the date of termination the Authorised Agent must reapply for the Licence or Registration.
- 21 For the avoidance of doubt, an Authorised Agent is subject to disciplinary action for any breach of these Regulations, the Rules of The Association or the Professional Code of Conduct carried out whilst he was an Authorised Agent.
- I. PLAYERS**
- 1 A Player must not at any time use the services, either directly or indirectly, of an Unauthorised Agent in relation to any Agency Activity. A Player must not directly or indirectly make any payments to any Unauthorised Agent in respect of any Agency Activity.
- 2 A Player must ensure that his name and signature appear on all relevant documentation that is required to be lodged with The Association in connection with these Regulations.
- 3 A Player must ensure that the exclusivity of any Representation Contract entered into with an Authorised Agent is respected.

- 4 Subject to the transitional provisions in Regulation K5, a Player shall not have any interest in the business or affairs of an Authorised Agent or any Organisation through which an Authorised Agent conducts business. An interest for the purposes of this Regulation includes:
- (a) beneficial ownership of more than 5% of any entity, firm or company through which such activities are conducted by the Authorised Agent; and/or
  - (b) being in a position, or having any association, that may enable the exercise of a material financial, commercial, administrative, managerial or any other influence over the affairs of the Authorised Agent's business, whether directly or indirectly and whether formally or informally.

Where an Authorised Agent is carrying out any Agency Activity for or on behalf of any party in relation to a Transaction or Contract Negotiation involving that Player, an interest for the purposes of this clause includes an interest of:

- (i) a spouse, child, stepchild, parent or sibling of the Player; and/or
  - (ii) a company in which any legal or beneficial interest or any proportion or share is held by the Player or any spouse, child, stepchild, parent or sibling of the Player (save for a holding of less than 5%); and/or
  - (iii) a company over whose affairs financial, commercial, administrative, managerial or any other control or influence can be exercised by the Player or any spouse, child, stepchild, parent or sibling of the Player.
- 5 A Player must disclose to The Association any contractual or customary arrangement whether formal or informal that exists between any Player and any Authorised Agent (or an Authorised Agent's Organisation) or Exempt Solicitor whereby any money is paid by or on behalf of such Authorised Agent (or such Authorised Agent's Organisation) or Exempt Solicitor to such Player whether or not such a payment is within the terms of any of these Regulations or any other relevant rules of any relevant governing or regulatory body. Such disclosure must be made within five days of the Authorised Agent or Exempt Solicitor entering into such a contractual or customary arrangement with the Player.

- 6 No Player nor any person (which includes but is not limited to an Authorised Agent) for or on behalf of a Player, shall enter into negotiations, make any approach, take any steps, solicit or facilitate discussions in any way between parties with a view to a Transaction, or actually effect or become involved in any capacity in a Transaction (whether the same constitutes acting in the capacity of an Authorised Agent or not), unless
- (a) the Player's current Club has provided express written permission to do so; or
  - (b) the Player is entitled to do so, under the exemptions provided within the Rules of the FA Premier League, the Rules of the Football League or the Rules of FIFA.

- 7 In the event that a Player enters into Exempt Solicitor Terms of Representation with an Exempt Solicitor, that Player unconditionally and irrevocably consents to the Exempt Solicitor providing any information that the Exempt Solicitor is required and/or requested to provide to The Association under the Conditions of Exemption for Solicitors at Appendix III of the Regulations.

## J. CLUBS

- 1 A Club must not at any time use the services, either directly or indirectly, of an Unauthorised Agent in relation to any Agency Activity. A Club must not directly or indirectly make any payments to any Unauthorised Agent in respect of any Agency Activity.
- 2 Clubs that wish to engage in any Transaction or Contract Negotiation may only deal with the following persons acting by way of representative of any other Club or any Player:
- (a) the Player himself;

- (b) the other Club;
  - (c) an Authorised Agent acting for or on behalf of the Player or the other Club under a Representation Contract;
  - (d) an Exempt Solicitor acting for or on behalf of the Player or the Club under Exempt Solicitor Terms of Representation;
  - (e) in relation to a Transaction by which a Player shall become registered as a Player in England, and where the other Club is affiliated to another National Association, an Agent licensed by another National Association (provided always that such Agent may only act for the foreign Club).
- 3 Where a Player has a Representation Contract with an Authorised Agent, a Club must deal with that Authorised Agent in relation to any Transaction or Contract Negotiation unless the Player provides a prior written request not to do so, such written request also to be provided by the Player to the Authorised Agent as soon as reasonably practicable and in any event within 5 days of its execution.
- 4 A Club which pays to another Club a compensation and/or any Solidarity Payment and/or Training Compensation Payment, or other sum properly payable as consideration for, or in connection with, a Transaction shall take all reasonable steps to ensure that such amount is paid in full only to the other Club and/or any other Clubs and/or persons to whom the same is payable in accordance with any applicable competition rules and/or the Rules of The Association. A Club must not pay any of the amount, either partially or wholly, to any Agent involved in the Transaction, or to any other third party save with the express consent of the appropriate governing body in respect of the Transaction in question.
- 5 Subject to the transitional provisions in Regulation K5, a Club, Club Official or Manager must not have any interest in the business or affairs of an Authorised Agent or any Organisation through which an Authorised Agent conducts business. An interest for the purposes of this clause includes:
- (a) beneficial ownership of more than 5% of any entity, firm or company through which such activities are conducted by the Authorised Agent); and/or
  - (b) being in a position, or having an association, that may enable the exercise of a material financial, commercial, administrative, managerial or any other influence over the affairs of the Authorised Agent's business, whether directly or indirectly and whether formally or informally.
- Where an Authorised Agent is carrying out any Agency Activity for any party in relation to a Transaction or Contract Negotiation involving that Club, an interest for the purposes of this clause includes an interest of:
- (i) a spouse, child, stepchild, parent or sibling of the Club Official or Manager; and/or
  - (ii) a company in which any legal or beneficial interest or any proportion or share is held by the Club, the Club Official or Manager or by any spouse, child, stepchild, parent or sibling of a Club Official or Manager (save for a holding of less than 5%); and/or
  - (iii) a company over whose affairs financial, commercial, administrative, managerial or any other control or influence can be exercised by the Club, the Club Official or Manager or any spouse, child, stepchild, parent or sibling of the Club Official or Manager.
- 6 A Club, Club Official or Manager must disclose to The Association any contractual or customary arrangement whether formal or informal that exists between any Club, Club Official or Manager and any Authorised Agent (or Authorised Agent's Organisation) or Exempt Solicitor whereby any money is paid by or on behalf of such Authorised Agent (or

such Authorised Agent's Organisation) or Exempt Solicitor to any such Club, Club Official or Manager whether or not such a payment is within the terms of any of these Regulations or any other relevant rules of any relevant governing or regulatory body. Such disclosure must be made within five days of the Authorised Agent or Exempt Solicitor entering into such a contractual or customary arrangement with a Club, Club Official or Manager.

7 A Club is under an obligation to ensure that the exclusivity of any contract entered into by it with an Authorised Agent is respected.

8 A Club may instruct more than one Authorised Agent in respect of a Transaction or Contract Negotiation, where to do so does not conflict with the terms of the Representation Contract between any Authorised Agent and the Club.

9 No Club, nor any person (which includes but is not limited to an Authorised Agent) for or on behalf of a Club, shall enter into negotiations, make any approach or take any steps solicit or facilitate discussions in any way between parties with a view to a Transaction (including making statements to the media), or actually effect or become involved in any capacity in a Transaction (whether the same constitutes acting in the capacity of an Agent or not) unless:

- (a) the Player's current Club has provided express written permission to do so; or
- (b) the other Club is entitled to do so under the exemptions provided within the Rules of The Association, the Rules of The FA Premier League, the Rules of the Football League or the Rules of FIFA.

10 A Club shall not, and shall not attempt to, either directly or indirectly, induce or coerce a Player to breach the terms of the Player's representation agreement with his Authorised Agent.

11 In the event that a Club enters into Exempt Solicitor Terms of Representation with an Exempt Solicitor, that Club unconditionally and irrevocably consents to the Exempt Solicitor providing any information that the Exempt Solicitor is required and/or requested to provide to The Association under the Conditions of Exemption for Solicitors at Appendix III of the Regulations.

## **K. MISCELLANEOUS**

### **Database and Disclosure**

1 FIFA and The Association shall be entitled to publish the name, status and any licence or registration number of every Authorised Agent.

2 The Association may publish any decision made in accordance with these Regulations and any decision of FIFA or another National Association in respect of the conduct of an Authorised Agent, including the name and any other relevant information of an Authorised Agent or Exempt Solicitor in relation to whom a disciplinary decision has been made, including where a Licence is suspended or withdrawn.

3 The Association may publish the identity of any and all Authorised Agents, Players and Clubs who at any time are, or have been, party to any Representation Contract or Exempt Solicitor Terms of Representation.

4 Clubs, Players and Authorised Agents shall take all necessary steps and execute all consents, assignments and documents required to enable The Association to exercise to the fullest extent the powers pursuant to this Regulation.

### **Interests in a Club and in Authorised Agents - Transitional Provisions**

5 A Club, Club Official or Manager who has an interest prohibited under Regulation J5, or a Player who has an interest prohibited under Regulation I4, at the date of these Regulations being passed, may continue to hold such interest provided that:

- (a) such interest is disclosed in full to The Association; and

- (b) the Club or Player does not use the services of the Authorised Agent (either directly or indirectly) until such time as the interest is withdrawn or disposed of; and
  - (c) the Club or Player does not engage in any Contract Negotiation or Transaction where the Authorised Agent acts (either directly or indirectly) on behalf of the Club, other Club or Player (as applicable) until such time as the interest is withdrawn or disposed of.
- 6 An Authorised Agent who has an interest prohibited under Regulation H8 may continue to hold such interest provided that:
- (a) such interest is disclosed in full to The Association; and
  - (b) the Authorised Agent does not act in any Contract Negotiation or Transaction (either directly or indirectly) which involves that Club until such time as the interest is withdrawn or disposed of.

### **Disputes**

- 7 Any dispute as between an Authorised Agent, Player and/or Club in relation to a matter within the scope of these Regulations, including any Agency Activity, shall be dealt with as between the parties under Rule K (Arbitration) of the Rules of The Association. Misconduct Relating to Matters within the Jurisdiction of another National Association or FIFA.
- 8 The Association may, in its sole discretion, refer to another National Association and/or FIFA for resolution any complaint or allegation of a breach of these regulations or of the FIFA Regulations applying to Agents where the subject matter involves any Transaction or Contract Negotiation where any Club, Player or Agent is subject to the jurisdiction of the other National Association and/or FIFA.

### **Severability**

- 9 To the extent that any provision of these Regulations or its performance contravenes any applicable law or regulation, it shall be deemed to be null and void: provided, however, that such determination shall not affect the validity and enforceability of any other provision of these Regulations, which shall remain in full force and effect.

### **Written requests for permission**

- 10 The Association may provide written permission to an Applicant, a Club, a Player and/or an Authorised Agent to act in a manner other than in accordance with the requirements set out in Regulations B2, B5, C9, C10, C11, and H16 above where the party establishes to the satisfaction of The Association that all the circumstances make it appropriate to make an exception to allow the party to do so. Reliance on written waivers will not, in itself, be sufficient for these purposes.
- 11 A party requesting permission from The Association shall act in accordance with the requirements set out in the Terms of Reference and Procedures of the Agents Panel of The Association.
- 12 Any challenge to the decision of an Agents Panel of The Association shall be dealt with under Rule K (Arbitration) of the Rules of The Association.

## APPENDIX I

### DEFINITIONS

The following terms shall have the following meanings:

**“Agency Activity”** means acting in any way and at any time in the capacity of agent, representative or adviser to a Club or Player, either directly or indirectly, in the negotiation, arrangement, registration, or execution of any Transaction or Contract Negotiation other than as a Lawyer who is solely and exclusively undertaking or providing Permitted Legal Advice.

Reference in these Regulations to acting in the capacity of an Agent shall be construed accordingly.

For the avoidance of doubt, a Player is not acting as an Agent when he carries out any Agency Activity in relation to any matter relating to himself and a duly authorised director, officer or employee of any Club is not acting as an Agent when he carries out any Agency Activity in relation to any matter relating to a Transaction or Contract Negotiation for or on behalf of that Club.

**“Agent”** means any person who carries out or seeks to carry out Agency Activity, including Authorised Agents and Exempt Solicitors.

**“Authorised Agent”** means, where the context so demands, a Licensed Agent and/or a Registered Agent. Licensed Agents are licensed by The Association in accordance with Appendix II. Registered Agents are, under Appendix III, either Registered Overseas Agents, Registered Close Relations, or Registered Lawyers.

**“Close Relation”** is a Player’s parent, legal guardian, person with parental responsibility, sibling or spouse where, and only where:

- (i) such responsibility or relationship exists between the Close Relation and the Player for whom they are acting or seeking to act in the capacity of Agent; and
- (ii) no payment is made to the Close Relation by the Player, or by or to any other party, either directly or indirectly, in respect of them acting in the capacity of Agent for the Player.

**“Club”** means a football club in membership of a league sanctioned by The Association.

**“Club Official”** means any official, director, secretary servant or representative of a Club.

**“Code of Professional Conduct”** means the Code attached at Appendix IV.

**“Commercial Rights”** means any rights in relation to a Player arising from the use of the Player’s image or from sponsorship or endorsements, or from any other commercial exploitation of rights not directly related to the Player’s employment contract.

**“Connected Agent”** means an Authorised Agent who is connected to another Authorised Agent as a result of:

- (i) being employed or retained by the same Organisation; or
- (ii) them both being directors or shareholders in or co-owners of the same Organisation; or
- (iii) them being married to one another, siblings of one another, or parent and child or stepchild; or
- (iv) them having made any contractual or other arrangement whether formal or informal to co-operate in the provision of any agency services or to share the revenue or profits of any part of their Agency Activities.

**“Contract Negotiation”** means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is inter alia to create, terminate or vary the terms of a Player’s contract of employment with a Club. A completed Contract Negotiation is one that has so created, terminated, or varied the Player’s contract of employment.

“**Contract Player**” means any player (other than a Trainee or Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

“**day**” means any day which is not a Saturday, Sunday or public holiday in England.

“**English Transaction**” means any Transaction in respect of which any of the Clubs involved is based in England, or in which any Player involved is one whose registration is held by any Club based in England.

“**Exempt Solicitor**” means any Solicitor who complies with the Conditions of Exemption for Solicitors at Appendix III of the Regulations.

“**Exempt Solicitor Terms of Representation**” means the terms, as set out in the Conditions of Exemption for Solicitors at Appendix III of the Regulations, between an Exempt Solicitor and a Player or Club prior to that Exempt Solicitor carrying out any Agency Activity for that Player or Club.

“**Lawyer**” means an individual retained to act as such by either a Player or a Club, who at all relevant times is duly authorised by the appropriate professional or regulatory body to act in the capacity of Solicitor or barrister in the United Kingdom, or the equivalent profession in a jurisdiction outside the United Kingdom.

“**Licence**” means a licence issued by The Association qualifying the Applicant to be and act in the capacity of a Licensed Agent.

“**Licensed Agent**” means an agent holding a licence issued by The Association in accordance with the applicable Regulations governing agents.

“**Manager**” means the official of a Club responsible for selecting a Club team.

“**National Association**” means a national association that is affiliated to FIFA other than The Association.

“**Non-Contract Player**” means any Player (other than a Trainee or Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

“**Obligatory Terms**” means the clauses set out in a Standard Representation Contract, and marked bold (or bold and italics) therein, that parties are required under Regulation B2 to include unaltered in Representation Contracts.

“**Organisation**” means an agency, person, firm or company retaining, comprising, employing, or otherwise acting as a vehicle for one or more Authorised Agent.

“**Out of Contract Player**” means a Contract Player whose contract has expired.

“**Permitted Legal Advice**” means advice or assistance provided by a Lawyer to a Club or Player, either directly or indirectly, in relation to any Transaction or Contract Negotiation where:

- (i) the Lawyer has entered into terms of engagement with the Player or Club in the form required by the Lawyer’s professional regulator and solely operates under those terms; and
- (ii) the Lawyer is providing the advice or assistance as part of a practice which is regulated by the Lawyer’s professional regulator; and
- (iii) the advice or assistance either relates to:
  - (i) the legal form of the documents that arise out of the Transaction or Contract Negotiation, or the legal implications of that Transaction or Contract Negotiation, as opposed to the negotiation of the substantive terms of the Transaction or Contract Negotiation and, in particular, the remuneration terms of the Transaction or Contract Negotiation; or
  - (ii) a dispute arising out of a Transaction or Contract Negotiation; and
- (iv) the Lawyer is remunerated in a manner which is consistent with the manner in which Lawyers are ordinarily remunerated for carrying out such advice or assistance.

**“person”** means a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s personal representatives, successors or permitted assigns.

**“Player”** means any Contract Player, Out of Contract Player, Non-Contract Player or other Player who plays or is eligible to play for a Club.

**“Registered Agent”** means a Registered Close Relation, a Registered Lawyer, and/or a Registered Overseas Agent.

**“Registered Close Relation”** means any Close Relation who has registered with The Association in accordance with these Regulations.

**“Registered Lawyer”** means any Lawyer who has registered with The Association in accordance with these Regulations.

**“Registered Overseas Agent”** means any individual holding a licence entitling him to act in the capacity of an Agent issued by a National Association in compliance with the provisions of the FIFA regulations, and who has registered with The Association in accordance with these Regulations.

**“Registration Right”** means any right in relation to the registration of a Player with a club.

**“Representation agreement”** means any agreement, arrangement or mandate, whether verbal or written, formal or informal, between an Agent (on the one hand), and a Player or Club (on the other), the purpose or effect of which is to cover the provision of any Agency Activity.

**“Representation Contract”** means a representation agreement which must comply with the Obligatory Terms of the Standard Representation Contract.

**“Solicitor”** means a person who has in force a practising certificate issued by the Solicitors Regulation Authority in accordance with Rule 20.01(1)(a) of the Solicitors’ Code of Conduct.

**“Solidarity Payment”** means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to the Solidarity Mechanism as defined within those regulations.

**“Standard Representation Contract”** is a Representation Contract in the form prescribed by The Association from time to time.

**“Training Compensation Payment”** means any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to Training Compensation as defined within those regulations.

**“Transaction”** means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is to facilitate or effect the registration of a Player with a Club, or the transfer of the registration of a Player from one Club to another (whether on a temporary or permanent basis). For the purposes of these Regulations, any Contract Negotiation between a Player and a Club arising out of or in relation to a Transaction shall be considered to be part of the Transaction, and not a separate matter. A completed Transaction is one that has so achieved the registration of the Player with a Club or the transfer of the registration from one Club to another.

**“Unauthorised Agent”** means any person who at any time acts in the capacity of an Agent who is not an Authorised Agent or Exempt Solicitor.



## APPENDIX II

### LICENSED AGENTS

#### Eligibility

- 1.1 Any natural person who is a European Union national domiciled in England, or any other natural person who has been resident in England for the two years prior to application, that wishes to act as a Licensed Agent (an “Applicant”) shall send a written application to The Association in the form published by The Association from time to time. Applications from companies or other legal persons other than natural persons are not permitted.
- 1.2 The Applicant will be required to satisfy The Association of his good character and reputation, on terms that shall be stipulated by The Association from time to time. This shall include, but not be limited to, consideration of the Applicant’s criminal record and financial history (e.g. any history of bankruptcy), eligibility under a “fit and proper person” test, and any history of dealings by the Applicant in relation to the game of football or otherwise which The Association may consider relevant to his acceptability, including any conduct of the Applicant as a Registered Close Relation, Exempt Solicitor, Registered Lawyer or Registered Overseas Agent. The requirements of this clause are ongoing and apply to all Licensed Agents throughout the period of their Licence. As such, Licensed Agents are obliged to notify The Association within 10 working days of any change in circumstances relating to the requirements of the test of good character and reputation as may vary from time to time. Failure to so notify The Association shall constitute Misconduct.
- 1.3 If the Applicant has in the reasonable opinion of The Association acted as an Unauthorised Agent at any time in the two years up to and including the date on which the application is submitted then his application will be rejected.
- 1.4 An Applicant whose application is rejected at this stage may appeal to an Agents Panel in such form and according to such procedure as The Association may stipulate from time to time. An Agents Panel shall decide whether the application has been rejected fairly or unfairly according to such criteria and procedures as The Association may stipulate from time to time.
- 1.5 If an application is rejected, and the Applicant does not appeal, the Applicant may be barred from reapplying to The Association for a discretionary period from the date of formal notification of the rejection. If an Agents Panel upholds the appeal, the original decision will stand.
- 1.6 If an Agents Panel upholds the Applicant’s appeal The Association will call the Applicant for the first available written examination to take place as set out below but shall not have any liability of any nature to any Applicant arising out of, or in connection with, any decision or action taken or omitted by The Association in relation to the Applicant’s application or the determination of the same.
- 1.7 If an application is acceptable in accordance with these Regulations, The Association shall call the Applicant for a written examination. The Association will hold written examinations twice a year on dates as determined by FIFA.

#### Examination

- 2.1. The written examinations shall be held on identical dates throughout the world as set down by FIFA.
- 2.2. The Association will arrange the examination in good time, and give Applicants adequate notice by posting a notice on The Association’s website.
- 2.3. The basic terms, conditions, content and nature for the examination and the procedure shall be determined by FIFA and The Association from time to time. The examination shall be set as a multiple choice test. The Applicant will be considered to have passed the

- examination if he has attained the minimum marks fixed by FIFA. Each Applicant shall be tested on the following subjects:
- (a) familiarity with all relevant rules and regulations of football, especially in connection with transfers; and
  - (b) familiarity with relevant civil law including the law of contract.
- 2.4. Each examination shall contain twenty questions, fifteen on international regulations and five on national regulations. Each national association shall set its own questions on national subjects and FIFA will set the questions on its own statutes and regulations and send the examination papers to be used to the national associations. FIFA will fix the minimum marks required to pass the examination. Each correct answer will be awarded between one to three marks, depending on the degree of difficulty of the question. The national associations shall inform the Applicant of the minimum marks to be attained before they take the examination. The examination of papers shall be marked immediately after the examination and the Applicant informed of the outcome. An Applicant who fails to attain the minimum marks may immediately reapply to retake the examination.
  - 2.5. If an Applicant fails to attain the minimum marks at the second try, he may not retake it until the next two examination dates have elapsed. Only then may he apply to take the examination a third time, in which case he may choose to be examined by the national association or by FIFA.
  - 2.6. Any Applicant who fails to attain the minimum marks after the third try, or any subsequent try, may not take the examination again for another two years.
  - 2.7. The Association shall charge a non-refundable administration fee payable upon application as published by The Association from time to time.
  - 2.8. If an Applicant scores the minimum amount or more of the marks required by FIFA to pass the examination, the Applicant shall be awarded a licence subject to compliance with these Regulations, and the provisions relating to Insurance in particular. As a prerequisite to the grant of a Licence, a successful Applicant must sign a Code of Professional Conduct attached at Appendix IV.
  - 2.9. The Association will notify the Applicant in writing of the result of the written examination and confirm the grant of a Licence. An Applicant is not entitled to act in the capacity of, or hold himself out to be, a Licensed Agent unless and until he has received the Licence.  
Should an Applicant act in the capacity of an Agent prior to receipt of the Licence, the Licence will be withheld or revoked.
  - 2.10. The Association will notify FIFA of successful Applicants.

#### **Licence Conditions**

- 3.1. The Licence is strictly personal and not transferable and remains the property of The Association. Any Licensed Agent who has had his Licence suspended or withdrawn, or who terminates his activities in that capacity, must return his Licence to The Association.
- 3.2. A Licence shall be issued for an indefinite period (subject to suspension and/or withdrawal taking effect in accordance with these Regulations) and shall authorise the Licensed Agent to carry out Transactions and Contract Negotiations on a worldwide basis.
- 3.3. As soon as the Agent has received a Licence from The Association, he will be entitled to use the following designation, and no variation thereof, after his name in business relations: "Players' Agent licensed by The Football Association". A Licensed Agent shall not be entitled to hold himself out as having any connection with The Association other than this designation.
- 3.4. Each Licensed Agent agrees to fully and effectively indemnify The Association and to keep The Association fully and effectively indemnified against any and all damages, liabilities,

- penalties, fines, expenses (including legal expenses), actions, proceedings, demands and losses it suffers as a direct or indirect result of:
- (a) any breach by the Licensed Agent of these Regulations; and
  - (b) any non-compliance by the Licensed Agent with any relevant laws or regulations of any relevant authority which shall, for the avoidance of doubt, include, but not be limited to, FIFA.
- 3.5 Each Licensed Agent shall confirm its indemnification as detailed above by execution upon request at any time of a deed of indemnity in such form as may be stipulated by The Association from time to time.
- 3.6 In granting the Licence under these regulations, The Association makes no representation or warranty as to the ability, expertise or bona fides of any Licensed Agent.
- 3.7 In accordance with the Rules and these Regulations, a Licensed Agent is obliged to disclose to The Association any matters that arise subsequent to the issue of a Licence that may be relevant for the consideration of these requirements.
- 3.8 Each Licensed Agent shall comply with such requirements as The Association may reasonably impose in relation to continuing professional development and training from time to time.
- 3.9 A Licensed Agent shall provide a signed annual declaration to The Association in such form as shall be determined from time to time. It shall be misconduct for a Licensed Agent to provide false, misleading or incomplete information to The Association.
- 3.10 Each Licensed Agent must keep an accurate bookkeeping record of any and all Agency Activity and related business activities and must keep all the corresponding books and records up to date at all times. This shall include proper file notes, written records of all meetings, negotiations, discussions or conversations and correspondence which form part of any Agency Activity.
- 3.11 A Licensed Agent must notify The Association of the full and correct account details of the Licensed Agent's account through which remuneration for Agency Activity is received and any related payments are made.

#### **Professional Indemnity Insurance**

- 4.1 An Applicant or Licensed Agent must procure and maintain at all relevant times professional liability insurance in accordance with the requirements of FIFA, The Association and any domestic industry standards as determined from time to time, whether as set out herein or elsewhere (and/or in any subsequent version of these regulations from time to time) (the "Insurance"). The Insurance shall as a minimum cover any claims for compensation against a Licensed Agent arising from his failure to exercise reasonable skill and care in carrying out his professional activities as a Licensed Agent. The policy shall be worded in such a way that the relevant risks connected with a Licensed Agent's occupation are covered. The Insurance shall cover claims on a "claims made" basis in accordance with the principles governing the operation of the UK insurance market.
- 4.2 The Applicant or Licensed Agent is responsible for ensuring that Insurance is in place at all times. In the event that Insurance is not in place for any reason to the level and on the terms required by FIFA or The Association, then the Agent concerned will be deemed to be an Unauthorised Agent and may not carry out Agency Activity unless and until the appropriate Insurance cover is restored. In the event that the Insurance cover expires and is not renewed within a reasonable period as notified by The Association (or in the event that an Applicant does not obtain the appropriate Insurance within one year of successful completion of the examination), the Licensed Agent or Applicant will be considered to have terminated his activities and his Licence will be automatically withdrawn. In such circumstances, the Licensed Agent or Applicant will be required to resubmit to the application process in full, should he wish to carry out any further Agency Activity.

- 4.3 The Applicant or Licensed Agent must provide evidence to the satisfaction of The Association that Insurance is in place. The Applicant or Licensed Agent shall ensure that the Insurer provides The Association with confirmation, within the required number of days of a written request, of the terms of the policy, and that all relevant premiums have been paid up to date. The Association may request that the Applicant or Licensed Agent provide a copy of the insurance policy and proof of payment of relevant premiums, in which case it must be provided within 14 days of the request.
- 4.4 A Licence shall not be issued by The Association unless and until it has received the appropriate confirmation and a copy of the Insurance.
- 4.5 If a Licensed Agent or an Applicant is insured under a policy which covers more than one individual, it is the responsibility of each individual Licensed Agent or Applicant to ensure that the policy provides the necessary cover, and that The Association is informed accordingly.
- 4.6 No Licensed Agent may cancel Insurance until he has terminated his occupation in that capacity and his Licence has been returned, suspended or withdrawn in all respects. The Licensed Agent shall ensure that any claim for compensation made after termination of his occupation, which originates from his former activities as an Authorised Agent, is covered by the Insurance and that all necessary action is taken to effect all necessary "run off cover", and in such manner as The Association may stipulate from time to time.
- 4.7 The Professional Footballers' Association ("PFA") may conclude its own joint professional liability insurance policy with an insurance company to constitute the relevant Insurance (provided the same complies with the provisions of these Regulations) in respect of all bona fide officers or employees of the PFA who have been granted by The Association the status of Licensed Agents in accordance with these Regulations ("PFA Licence Holders").
- The Insurance shall be in place to cover all named PFA Licence Holders whose names must be listed in the insurance.

### Organisations

- 5.1 Subject to paragraph 5.3, a Licensed Agent may subject in each case to the provisions of these Regulations operate through an Organisation. If he does so at any time during the preceding year, on 1 July each year the Licensed Agent must provide The Association with the following information:
- (a) The Organisation's officers and directors.
  - (b) The shareholders, if a company, or owners details if not a company.
  - (c) All employees and consultants of the Organisation (including details of their role(s)).
  - (d) Contact details for the Organisation including company name and registration number.
  - (e) Such other information as The Association may specifically request in writing from him.
- 5.2 Subject to paragraph 5.3, a Licensed Agent must disclose to The Association any changes in the directors or officers or the ownership of the Organisation within 7 days of such being formally recorded.
- 5.3 Where more than one Licensed Agent carries on Agency Activity or any related activity through the same Organisation, the Licensed Agents of that Organisation shall collectively nominate a representative (who shall be one of the Licensed Agents), who shall be personally responsible for compliance with the requirements to provide information relating to the Organisation.
- 5.4 A Licensed Agent must procure that the Organisation with which he is associated complies with any requirement of The Association.

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- 5.5 Where a Licensed Agent operates through an Organisation, he is responsible for ensuring that any unlicensed employees are restricted to performing administrative duties, Only the Licensed Agent is entitled to carry out Agency Activity.

## APPENDIX III

### REGISTERED AGENTS: REGISTERED OVERSEAS AGENTS, REGISTERED CLOSE RELATIONS AND REGISTERED LAWYERS

#### Registered Overseas Agents

- 1.1 An individual who (1) holds a licence issued by a National Association in compliance with the requirements of the FIFA Players' Agents Regulations, and who (2) wishes to carry out any Agency Activity for or on behalf of a Club or Player in an English Transaction ("Overseas Registration Applicant"), must register in advance with The Association by completing in full and submitting the relevant registration documentation in the form published by The Association from time to time:
- (a) For the avoidance of doubt, in the light of the definitions of "Club" and "English" Transaction set out in Appendix I, the registration requirement and the substantive requirements of these Regulations only apply to an overseas agent when and to the extent that he acts in a Transaction on behalf of either
    - (i) a football club based in England and in membership of an English league sanctioned by The Association or
    - (ii) a professional football player whose registration is already held, or will after the Transaction on which the overseas agent acts be held, by such an English Club. They do not apply to an overseas agent when he acts on behalf of a foreign club, including a foreign club seeking by the Transaction on which the agent acts, to transfer a player to or from such an English Club. They do not apply to an overseas agent when he acts on behalf of a player registered with a foreign club unless that player is seeking by the Transaction on which the agent acts to transfer to such an English Club.
  - (b) Any individual holding such a valid licence from another National Association is automatically entitled to registration.
  - (c) There is no charge for registration.
  - (d) Registration is achieved by submission of the correctly completed documentation.
  - (e) Registration lasts indefinitely so long as the individual holds a valid licence from the other National Association (subject to its withdrawal or suspension as provided for below): the individual need not register on each occasion that he wishes to carry out any Agency Activity in an English Transaction.
  - (f) There does not need to be any impending Transaction or Contract Negotiation for an individual to register. Overseas agents who consider that they may in the future wish to carry out any Agency Activity in an English Transaction on behalf of a Club or on behalf of a Player whose registration is already held, or will after the Transaction on which the overseas agent will act be held, by such a Club, may register in advance.
  - (g) Registration can be renounced upon one month's written notice to The Association.
- 1.2 Upon receipt of the completed registration documentation, The Association shall issue written confirmation of registration as a Registered Overseas Agent (the "Overseas Registration") to the Overseas Registration Applicant and to the relevant National Association, and shall publish such Registered Overseas Agent's name in such manner as it considers appropriate.
- 1.3 Prior to registering, an overseas agent shall not be entitled to carry out any Agency Activity for or on behalf of a Club or Player whose registration is already held, or will after

- the Transaction on which the overseas agent acts be held, by such a Club, in an English Transaction. For the avoidance of doubt, nothing in the above prevents an overseas agent acting, without registering, on behalf of a foreign club seeking to transfer a player to or from a Club, or on behalf of a player registered with a foreign club, unless that player is seeking by the Transaction on which the agent acts to transfer to a Club.
- 1.4 An Overseas Registration is strictly personal and non-transferable and shall be issued for an indefinite period so long as the individual holds a valid licence from the other National Association subject to suspension or withdrawal in accordance with these Regulations. An Overseas Registration entitles the Registered Overseas Agent to act in the capacity of an Authorised Agent in an English Transaction for or on behalf of a Club registered with The Association or for or on behalf of a Player whose registration is already held, or will after the Transaction on which the Registered Overseas Agent will act be held, by such a Club.
- 1.5 Without prejudice to any other provisions of an Overseas Registration, it shall constitute:
- (a) an enforceable undertaking by the Registered Overseas Agent to act in accordance with these Regulations in any English Transaction when acting on behalf of a Club or on behalf of a Player whose registration is already held, or will after the Transaction on which the Registered Overseas Agent is acting be held, by such a Club; and
  - (b) a submission by such Registered Overseas Agent to the authority and jurisdiction of The Association in respect of any act or omission of such Registered Overseas Agent arising out of or in connection with the Overseas Registration and/or any English Transaction in which he acted on behalf of a Club or on behalf of a Player whose registration is already held, or will after the Transaction on which the Registered Overseas Agent is acting be held, by such a Club.
- 1.6 The substance of these Regulations only applies to a Registered Overseas Agent when he acts in an English Transaction on behalf of a Club or on behalf of a Player whose registration is already held, or will after the Transaction on which the Registered Overseas Agent is acting be held, by such a Club. The FA will produce written guidance as to what the consequences of this principle are, and any overseas agent may contact The Association for assistance in relation to the issue.
- 1.7 Any Registered Overseas Agent who is found by a Regulatory Commission to have breached the Regulations, Rules or any of the terms and conditions of his Overseas Registration shall be bound by any decision of the Regulatory Commission. The sanctions which can be imposed by a Regulatory Commission in respect of a Registered Overseas Agent are:
- (a) the issuing of a warning; and/or
  - (b) reporting the Registered Overseas Agent to his or her licensing National Association and/or
  - (c) Reporting the Registered Overseas Agent to FIFA; and/ or
  - (d) suspension or withdrawal of the Overseas Registration.
- 1.8 In the event that a Regulatory Commission withdraws the Overseas Registration of a Registered Overseas Agent then The Association shall have the right to refuse a request of that Registered Overseas Agent for a new Overseas Registration for such period as is fixed by the Regulatory Commission.
- 1.9 The Association may, at any stage, where appropriate and at its sole discretion, refer any matter in relation to the status or conduct of a Registered Overseas Agent to FIFA and/ or the relevant National Association that issued the Registered Overseas Agent's original licence and/or to such other regulatory authorities as it sees fit.

**Registered Close Relations**

- 2.1. A Close Relation may carry out Agency Activity as an Authorised Agent:
- (a) for a Player, and in a Transaction or Contract Negotiation, relating directly to the Player, in respect of which a qualifying relationship exists; and
  - (b) at such time and only for so long as such relationship exists.
- A "Close Relation" is a Player's parent, legal guardian, person with parental responsibility, sibling or spouse where, and only where:
- (i) such responsibility or relationship exists between the Close Relation and the Player for whom they are acting or seeking to act in the capacity of Agent; and
  - (ii) no payment is made to the Close Relation by the Player, or by or to any other party, either directly or indirectly, in respect of them acting in the capacity of Agent for the Player.
- 2.2 A Close Relation who wishes to carry out any Agency Activity for, or on behalf of a Player in an English Transaction ("Registered Close Relation Applicant"), must register in advance with The Association by completing in full and submitting the relevant registration documentation in the form published by The Association from time to time.
- (a) Any such Close Relation is automatically entitled to registration.
  - (b) There is no charge for registration;
  - (c) Registration is achieved by submission of the correctly completed documentation.
  - (d) Registration lasts indefinitely so long as the Close Relation qualifies as such in accordance with the above: the Close Relation need not register on each occasion that he or she wishes to carry out any Agency Activity.
  - (e) There does not need to be any impending Transaction or Contract Negotiation for a Close Relation to register. Close relations who consider that they may in the future wish to carry out any Agency Activity may register in advance.
  - (f) Registration can be renounced upon one month's written notice to The Association.
- 2.3 Upon receipt of the completed registration documentation, The Association shall issue written confirmation of registration as a Registered Close Relation (the "Close Relation Registration") to the Close Relation and to the relevant National Association (where appropriate), and shall publish such Registered Close Relation's name in such manner as it considers appropriate.
- 2.4 A Registered Close Relation Applicant shall not be entitled to carry out any Agency Activity for or on behalf of a Player in an English Transaction before registering.
- 2.5 A Close Relation Registration is strictly personal and non-transferable and shall be issued for an indefinite period so long as the Registered Close Relation qualifies as such subject to suspension or withdrawal in accordance with these Regulations. A Close Relation Registration entitles the Registered Close Relation to act in the capacity of an Authorised Agent in an English Transaction for, or on behalf of the Player with whom the Registered Close Relation has the relevant relationship or responsibility.
- 2.6 Without prejudice to any other provisions of a Close Relation Registration, it shall constitute an enforceable undertaking by the Registered Close Relation to act in accordance with these Regulations and a submission by such Registered Close Relation to the authority and jurisdiction of The Association in connection with any English Transaction and/or any act or omission of such Registered Close Relation arising out of or in connection with the Close Relation Registration and/or any English Transaction.
- 2.7 Any Registered Close Relation who is found by a Regulatory Commission to have breached the Regulations, Rules or any of the terms and conditions of his Close Relation Registration



shall be bound by any decision of the Regulatory Commission. The sanctions which can be imposed by a Regulatory Commission in respect of a Registered Close Relation are:

- (a) the issuing of a warning; and/or
  - (b) reporting the Registered Close Relation to FIFA; and/or
  - (c) suspension or withdrawal of the Close Relation Registration; and/or
  - (d) a fine.
- 2.8 In the event that a Regulatory Commission withdraws the Close Relation Registration of a Registered Close Relation then The Association shall have the right to refuse a request of that Registered Close Relation for a new registration.
- 2.9 The Association may, at any stage, where appropriate and at its sole discretion, refer any matter in relation to the status or conduct of a Registered Close Relation to FIFA and/or the relevant National Association and/or to such other regulatory authorities as it sees fit.

### Registered Lawyers

- 3.1 Save for Exempt Solicitors acting in accordance with the Conditions of Exemption for Solicitors, as set out in paragraph 4, any Lawyer who wishes to carry out any Agency Activity (which as defined in Appendix I excludes Permitted Legal Advice) for, or on behalf of, a Club or Player in an English Transaction ("Lawyer Applicant"), must register in advance with The Association by completing in full and submitting the relevant registration documentation in the form published by The Association from time to time:
- (a) Any such Lawyer Applicant is automatically entitled to registration.
  - (b) There is no charge for registration.
  - (c) Registration is achieved by submission of the correctly completed documentation.
  - (d) Registration lasts indefinitely so long as the Lawyer remains regulated by the Solicitors Regulation Authority or the Bar Council or any equivalent foreign bar or legal regulatory body (subject to its withdrawal or suspension as provided for below): the Lawyer Applicant need not register on each occasion that he or she wishes to carry out any Agency Activity in an English Transaction.
  - (e) There does not need to be any impending Transaction or Contract Negotiation for a Lawyer to register. Lawyers who consider that they may in the future wish to carry out any Agency Activity in an English Transaction may register in advance.
  - (f) Registration can be renounced upon one month's written notice to The Association.
- 3.2 Upon receipt of a the completed registration documentation, The Association shall issue written confirmation of registration as a Registered Lawyer (the "Lawyer Registration") to the Lawyer Applicant and to the relevant National Association (where appropriate), and shall publish such Registered Lawyer's name in such manner as it considers appropriate.
- 3.3 It is the Lawyer's responsibility to ensure that in the event that he wishes to carry out any Agency Activity, rather than Permitted Legal advice, that he registers with The Association. A Lawyer shall not be entitled to carry out any Agency Activity for or on behalf of a Club or Player in an English Transaction before registering.
- 3.4 A Lawyer Registration is strictly personal and non-transferable and shall be issued for an indefinite period so long as the Lawyer remains professionally qualified and regulated by the Solicitors Regulation Authority or the Bar Council or any equivalent foreign bar or legal regulatory body subject to suspension or withdrawal in accordance with these Regulations. A Lawyer Registration entitles the Registered Lawyer to act in the capacity of an Authorised Agent in an English Transaction for, or on behalf of a Club registered with The Association or the Player.

- 3.5 Without prejudice to any other provisions of a Lawyer Registration, it shall constitute an enforceable undertaking by the Registered Lawyer to act in accordance with these Regulations in any English Transaction and a submission by such Registered Lawyer to the authority and jurisdiction of The Association in connection with any English Transaction and/or any act or omission of such Registered Lawyer arising out of or in connection with the Lawyer Registration and/or any English Transaction.
- 3.6 Any Registered Lawyer who is found by a Regulatory Commission to have breached the Regulations, Rules or any of the terms and conditions of his Lawyer Registration shall be bound by any decision of the Regulatory Commission. The sanctions which can be imposed by a Regulatory Commission in respect of a Registered Lawyer are:
- (a) the issuing of a warning; and/or
  - (b) reporting the Registered Lawyer to the Law Society or Bar Council or to the Registered Lawyer's foreign bar or other legal regulatory body; and/or
  - (c) reporting the Registered Lawyer to FIFA; and/or
  - (d) suspension or withdrawal of the Lawyer Registration.
- 3.7 In the event that a Regulatory Commission withdraws the Lawyer Registration of a Registered Lawyer then The Association shall have the right to refuse a request of that Registered Lawyer for a new registration in accordance with the Regulatory Commission's prior decision.
- 3.8 The Association may, at any stage, where appropriate and at its sole discretion, refer any matter in relation to the status or conduct of a Registered Lawyer to FIFA and/or to such other regulatory authorities as it sees fit.

#### **Exemption for Solicitors from the Obligation to Register as a Registered Lawyer**

- 4.1 A Solicitor who wishes to carry out any Agency Activity for, or on behalf of, a Club or Player in an English Transaction, shall not be required to register with The Association in accordance with paragraph 3 of Appendix III and shall have no obligations under these Regulations save under this paragraph provided that the Solicitor carries out the Agency Activity in accordance with the conditions of exemption set out in paragraphs 4.3 - 4.25 below (the "Conditions of Exemption for Solicitors").
- 4.2 In relation to each of the Conditions of Exemption for Solicitors under which a Solicitor may be required or requested to disclose information or documents to The Association (namely paragraphs 4.5, 4.6, 4.8, 4.10, 4.14, 4.27 and 4.28), that disclosure shall be subject to the duty of confidentiality in Rule 4.01 of the Solicitors' Code of Conduct.

#### *Conditions of Exemption for Solicitors*

##### *Activity must be regulated by the Solicitors Regulation Authority*

- 4.3 The Solicitor carries out Agency Activity as part of a practice which is regulated by the Solicitors Regulation Authority, namely where the Solicitor is acting as a solicitor in a sole practice or in partnership or as a member of a limited liability partnership with other solicitors in England and Wales or in employment with such sole practitioner or partnership.

##### *Contracts and Disclosure*

- 4.4 Prior to carrying out any Agency Activity on the client's behalf, the Solicitor agrees (as a minimum) the following terms in writing (which may include by way of email) with the client ("Exempt Solicitor Terms of Representation"):
- (a) the name of the client;
  - (b) the name(s) of the person(s) within the Solicitor's practice who will be carrying out the work;
  - (c) the fact that the work is being carried out pursuant to the Conditions of Exemption for Solicitors under these Regulations;

- (d) the full terms of any remuneration and payment due in relation to the work;
  - (e) the duration (if any is fixed) of the agreement between the Solicitor and the client; and
  - (f) any restriction as to the manner in which the client may terminate the agreement with the Solicitor.
- 4.5 The Solicitor discloses the Exempt Solicitor Terms of Representation to The Association:
- (a) within 5 days of them having been entered into; or
  - (b) at the time of the registration of a Transaction or Contract Negotiation, if that is within 5 days of them having been entered into.
- 4.6 The Solicitor discloses in writing to The Association any variation to the terms of the Exempt Solicitor Terms of Representation within 5 days of the terms having been varied.
- 4.7 The Exempt Solicitor Terms of Representation are limited to a maximum period of two years,
- 4.8 The Solicitor discloses to The Association within 5 days of the completion of a Transaction or Contract Negotiation the full details of any and all remuneration or payments of whatever nature, and howsoever arising, and whether direct or indirect, that have been made or have been committed to be made to the Solicitor or to any person (including for the avoidance of doubt to any Authorised Agent, Registered Overseas Agent or Registered Lawyer or any other Solicitor or any person to whom any duties or services or responsibilities are assigned or subcontracted) in relation to any Agency Activity.

#### *Conflicts of Interest*

- 4.9 The Solicitor may only act for one party to a Transaction or Contract Negotiation save where the Solicitor and other relevant parties comply in full with the requirements of the process regarding player consent set out at Regulations C4 and C5.
- 4.10 The Solicitor must disclose in writing any actual or potential conflict of interest in relation to a Transaction or Contract Negotiation and obtain the express written consent of the other parties involved in the matter, in order for the Transaction or Contract Negotiation to continue. The Solicitor must ensure that any such conflict of interest is declared in full as soon as possible to The Association and the Player shall be made aware of the payments made and/or agreed to be made by a Club to the Solicitor acting on his behalf (using the prescribed declaration form).
- 4.11 The Solicitor does not carry out any Agency Activity in the place of, or on behalf of, or as agent or representative of, any Unauthorised Agent.
- 4.12 The Solicitor does not arrange matters so as to conceal or misrepresent the reality and/or substance of any matters in relation to a Transaction or Contract Negotiation.
- 4.13 Where the Solicitor has an interest in a Club, such interest being defined as:
- (a) beneficial ownership of more than 5% of any entity, firm or company through which Transaction or Contract Negotiation activities are conducted by the Club; and/or
  - (b) being in a position, or having any association, that may enable the exercise of material financial, commercial, administrative, managerial or any other influence over the affairs of the Club whether directly or indirectly and whether formally or informally, the Solicitor does not carry out any Agency Activity for, or on behalf of, a Player or another Club in relation to a Transaction or Contract Negotiation involving the Club in which the Solicitor has an interest.
- 4.14 On request from The Association, and upon reasonable notice, the Solicitor discloses in writing to The Association any information relevant to these Conditions of Exemption for Solicitors, including any contractual or customary arrangement whether formal or informal

that exists between any such Solicitor and a Club whereby any money is paid by, or on behalf of, such Club to any such Solicitor, whether or not such a payment is within the terms of any of these Regulations.

#### *Remuneration*

- 4.15 The Solicitor may be remunerated by the Club or the Player for whom he acts in accordance with the requirements set out in Regulations G4 to G11 inclusive.
- 4.16 The Solicitor may be remunerated by a Club on behalf of a Player. However, in such cases, the Player will be required to fulfil any relevant requirements of tax law in relation to that payment, or part thereof, and the payment must comply in all other respects with the requirements of these Regulations.
- 4.17 Where a Club is not remunerating the Solicitor on behalf of a Player in accordance with Regulation G.5 and Paragraph 4.16 above, a Club may in the alternative make payment to the Solicitor acting directly or indirectly for a Player in a Transaction or Contract Negotiation with the Club, by way of a genuine deduction in periodic instalments from the salary payable to the Player, at the Player's written instruction, so that the sums are paid to the Solicitor on the Player's behalf in discharge of his obligation to his Solicitor contained in the Exempt Solicitor Terms of Representation between them.
- 4.18 Where the Solicitor and the Player agree in writing that a commission (either by way of lump sum or by instalments) is to be paid for Agency Activity, it is calculated on the basis of the Player's annual basic gross income (excluding other benefits and/or any kind of bonus or privilege that is not guaranteed) as set out in the employment contract concluded by the Player in respect of which he was represented by the Solicitor,
- 4.19 The Solicitor does not pass, either directly or indirectly, any remuneration or payment of any nature in relation to Agency Activity to any person outside of that Solicitor's regulated practice including, but not limited to, any Authorised or Unauthorised Agent.

#### *Other Specific Requirements*

- 4.20 The Solicitor does not, and does not attempt to, either directly or indirectly:
- 4.20.1 enter into Exempt Solicitor Terms of Representation with a Player or Club under an exclusive Representation Contract with an Authorised Agent
- 4.20.2 approach a Player or Club under an exclusive Representation Contract with an Authorised Agent with a view to negotiating Exempt Solicitor Terms of Representation or a representation agreement with the Player or Club unless:
- (ii) he Authorised Agent who is the other party to the exclusive Representation Contract has provided express written permission; or
  - (ii) the Representation Contract between the Player and the Authorised Agent has less than one month until termination by expiry of its term (provided that in any event no Representation Contract with another Authorised Agent may be concluded or have effect unless and until the current exclusive Representation Contract has terminated).
- 4.20.3 induce a Player or Club to breach his or its Representation Contract with an Authorised Agent or his or its Contract with another Club or Player.
- A Solicitor may however publicise his services generally.
- 4.21 Neither the Solicitor, nor any person acting on behalf of any such person, enters into negotiations, makes any approach, takes any steps, solicits or in any way facilitates discussions between parties with a view to a Transaction (including the making of statements to the media), or actually effects or becomes involved in any capacity in a Transaction (whether the same constitutes acting in the capacity of an Authorised Agent or not), unless:

- (a) the Player's current Club has provided express written permission to the other Club to do so; or
  - (b) the Club or Player, on behalf of whom the Solicitor is acting, is entitled to do so under the exemptions provided within the Rules of The FA Premier League, the Rules of the Football League or the Rules of FIFA; or
  - (c) the Solicitor's actions and involvement are confined to the giving of Permitted Legal Advice.
- 4.22 The Solicitor does not have, either directly or indirectly, any interest of any nature whatsoever in relation to a Registration Right, whether actual or potential, vested or contingent. This includes, but is not limited to, owning any interest in any transfer fee or future sale value of a Player.
- 4.23 The Solicitor does not, either directly or indirectly, make any approach to, or enter into any agreement with, a Player in relation to any Agency Activity before
- (a) the 1st day in January of the year of the Player's sixteenth birthday; or
  - (b) the 1st day in January of the final year of the Player's full-time education
- whichever is the later, save with the prior written consent of The Association, which shall consider such matter only upon the written application of the Solicitor and the Player.
- 4.24 The Solicitor does not enter into Exempt Solicitors Terms of Representation with a Player under the age of eighteen years of age, in relation to the carrying out of Agency Activity, unless it is countersigned by the Player's parent or legal guardian with parental responsibility.
- 4.25 The Solicitor does not charge or receive any fee or commission or payment or remuneration of any kind, either directly or indirectly, as a result of introducing a Player who is under 16 or still in full-time education to a Club.
- 4.26 The Solicitor agrees to information held by The Association in respect of the Solicitor's activity being used in accordance with the terms of Regulation G.15, K.2 and K.3.

#### *Non-Exempt Solicitors*

- 4.27 The Association may determine that any Solicitor is a Non-Exempt Solicitor if it is satisfied that the Solicitor has breached any of the Conditions of Exemption for Solicitors.
- 4.28 The Association shall apply the process in Rule G of the Rules of The Association and The Association's Regulations for Football Association Disciplinary Action (as may vary from time to time) to make a decision concerning any alleged breach of the Conditions of Exemption for Solicitors as if it were misconduct under Rule E1(b) of the Rules of The Association, save that the measures that The Association may apply following a determination that a Solicitor has breached the Conditions of Exemption for Solicitors shall be limited to:
- (a) the issuing of a warning; and/or
  - (b) reporting the Solicitor to the Solicitors Regulation Authority; and/or
  - (c) reporting the Solicitor to FIFA; and/or
  - (d) a determination that the Solicitor is a Non-Exempt Solicitor on such terms and for such period as the panel considers appropriate and a determination that the Solicitor shall not be eligible for a Lawyer Registration for such period as The Association considers appropriate.
- 4.29 The Association shall permit the Solicitor to appeal a decision made under paragraph 4.27 above by applying the process set out in Rule H of the Rules of The Association and The Association's Regulations for Football Association Appeals where the Solicitor wishes to appeal the decision at first instance.

## APPENDIX IV

### Code of Professional Conduct

- 1.1 An Authorised Agent must act in compliance with the “Code of Professional Conduct”:
- 1.2 An Authorised Agent must perform his duties to his client conscientiously and to conduct himself in any Agency Activity and any other business practices in a manner worthy of respect and befitting his profession.
- 1.3 An Authorised Agent must adhere to truth, clarity and objectivity in his dealings with his client, negotiating partners and other parties.
- 1.4 An Authorised Agent must act and protect the interests of his client in compliance with the law, and a sense of fairness, while creating clear legal relations.
- 1.5 An Authorised Agent must, without fail, respect the rights of negotiating partners and third parties. In particular, an Authorised Agent must respect the contractual relations of professional colleagues, and shall refrain from any action that could entice clients away from other parties.
- 1.6 An Authorised Agent must
  - (a) conduct an appropriate level of bookkeeping in relation to his business activities as an Agent, keeping all records conscientiously and detailing his business activities faithfully in other records.
  - (b) comply with the Rules and the Statutes and Regulations of FIFA.
  - (c) produce an invoice showing his fees, expenses and any other charges upon first demand from his client.

## THIRD PARTY INVESTMENT IN PLAYERS REGULATIONS

### PREAMBLE

These Regulations are made in accordance with Rule C.1.(b).(iii) of The Association and are binding on all Participants.

Any breach of these Regulations shall be Misconduct and shall be dealt with in accordance with the Rules of The Association and shall be determined by a Regulatory Commission of The Association. All other decisions by The Association pursuant to these Regulations shall be made by or under the authority of the Football Regulatory Authority and shall be made at its absolute discretion.

In dealing with any issue under these Regulations, regard shall be given to the substance of any dealings or arrangements and not just their legal form.

Definitions are set out in Rule A of The Association and Section D of these Regulations.

These Regulations come into effect on 4 July 2009.

### A GENERAL

#### Club Obligations

1. No Club may enter into an agreement with a Third Party whereby that Club makes or receives a payment to or from, assigns any rights to or incurs any liability in relation to, that Third Party as a result of, or in connection with, the proposed or actual registration (whether permanent or temporary), transfer of registration or employment by it of a Player, unless:
  - i. it is permitted under Regulation B below; or
  - ii. The Association has approved the arrangement in accordance with Regulation A.2 below.
2. Before registering a Player for a Club, The Association must be satisfied that there exist no agreements between the Club or the Player and a Third Party under which a Third Party will own or continue to own any registration or economic rights or the like in the Player following registration. Consequently, unless otherwise permitted in accordance with the requirements of Regulation B below, a Club must submit to The Association any written contract and the details in writing of any oral contract or agreement that it proposes to enter into which involves a Third Party:
  - (a) selling, granting, acquiring or otherwise transacting any rights whatsoever in relation to the registration of the Player, the transfer of registration of the Player or the employment of the Player; and/or
  - (b) making or receiving any payment whatsoever, either directly or indirectly, in relation to the registration of the Player, the transfer of registration of the Player or the employment of the Player.

In deciding whether to approve such matters, The Association shall have regard to the requirements of its Rules and Regulations (including without limitation these Regulations and the Rules on Dual Interests) as well as the Rules of FIFA and of any relevant Competition.

#### Player Obligations

3. No Player may enter into an agreement with a Third Party whereby that Player makes or receives a payment to or from, assigns any rights to, or incurs any liability in relation to, that Third Party as a result of, or in connection with the proposed or actual registration (whether permanent or temporary), transfer of registration or employment of that Player, save for payment to an "Authorised Agent" or "Exempt Solicitor" for "Agency Activity" pursuant to a "Representation Contract" or "Exempt Solicitor Terms of Representation", in each case as those terms are defined in The Association's Football Agents' Regulations, and provided that such payment is made in accordance with those Regulations.

**B PAYMENTS AND DEAL STRUCTURES****Permitted payments**

1 Unless otherwise agreed in advance by The Association, a Club may only:

- make a payment; and/or
- receive a payment; and/or
- incur any liability

as a result of, or in connection with, the proposed or actual:

- registration (whether permanent or temporary); or
- transfer of registration; or
- employment or continued employment by the Club

of a Player in the following circumstances:

- (i) by payment to a Former Club or receipt from a Registering Club of a Transfer Fee, Contingent Sum, Loan Fee or Sell-on Fee;
- (ii) by payment of any registration levy;
- (iii) by receipt of all or part of a Compensation Fee, Contingent Sum, Loan Fee or Sell-on Fee, in default of payment of it by the Registering Club from which it is due, from:
  - a Financial Institution or other guarantor; or
  - a Competition in accordance with the provisions of the Rules of the Competition in force at the time; or
  - The Association in accordance with the provisions of its Rules in force at the time
- (iv) by way of remuneration (including benefits in cash or kind) and/or any other payments whatsoever due to or for the benefit of a Player whose registration it holds;
- (v) by way of an allowance permitted by a League's Rules, to a Player with whom it has entered into a Scholarship or other sanctioned youth development arrangement;
- (vi) by payment to an "Authorised Agent" or "Exempt Solicitor" for "Agency Activity", in each case as those terms are defined in The Association's Football Agents' Regulations, and provided that such payment is made in accordance with those Regulations;
- (vii) by payment of Incidental Expenses arising in respect thereof;
- (viii) by payment or receipt of training compensation or solidarity payment pursuant to the FIFA Regulations for the Status and Transfer of Players and any other levies or payments payable to or by a Club pursuant to the statutes or regulations of FIFA or any other football governing body from time to time, or otherwise properly due to or from such a governing body; or
- (ix) by payment of Value Added Tax payable in respect of any of the above payments or liabilities.
- (x) in the case of a Club transferring the registration of a Player to another Club or Overseas Club, by assignment of its entitlement to a Compensation Fee, Contingent Sum, Transfer Fee or Loan Fee to a Financial Institution.
- (xi) in the case of a Club acquiring the registration of a Player from another Club or Overseas Club, by payment to a Financial Institution to which the transferring Club or Overseas Club has assigned its entitlement to a Compensation Fee, Contingent Sum, Transfer Fee or Loan Fee.



**Buying out a Third Party**

- 2 A payment by a Club, either in one lump sum or in instalments, to buy out the interest of a Third Party who has an agreement either with an Overseas Club with which an Overseas Player is registered, or with an Overseas Player, granting the Third Party the right to receive money from a new club for which that Player signs, is only permitted in the following circumstances:
- (a) the Club is seeking to register the Player; and
  - (b) all sums payable by the Club to the Third Party will be paid prior to the expiry of the initial contract of employment between the Club and the Player; and
  - (c) all sums payable by the Club to the Third Party are paid via The Association using the relevant designated account as prescribed by The Association from time to time; and
  - (d) the Club does not grant any right, commit to any payment or confer any benefit whatsoever, whether contingent or otherwise, to the Third Party in relation to the future sale of the Player; and
  - (e) any proposed contract or agreement is disclosed to The Association in accordance with Regulation A.2 and The Association gives its approval; and
  - (f) any such contract is disclosed to The Association in its final form.

The Association shall have the power to require of any Participant the provision of any information, documentation or other material of any nature which The Association considers appropriate for its consideration of any matter under these Regulations.

**Agreements relating to the future registration of a Player and other permitted arrangements**

- 3 A Club is permitted to enter into an agreement with an Overseas Player whereby it acquires a right (whether optional contingent or otherwise) to employ that Overseas Player at a future date in consideration for a payment to the Overseas Player. All such agreements must be disclosed in advance to The Association. Clubs are reminded of their obligations to the player's current club under the Rules and Regulations of The Association, relevant League Rules and under the FIFA Regulations for the Status and Transfer of Players in relation to approaches to players.
- 4 A Club is permitted to enter into an agreement with Overseas Club whereby it acquires a right (whether optional, contingent or otherwise) to acquire a Player or Overseas Player at a future date. All such agreements must be disclosed in advance to The Association.
- 5 Subject to any requirements of the Rules of the relevant League or Competition, a Club is permitted to enter into:
- (a) agreements to effect a loan of a Player to another Club or Overseas Club conditional upon the registration of such a Player with the Club; and
  - (b) agreements granting a right of first refusal or matching right to another Club or Overseas Club (on such financial terms as the two Clubs agree between them) in the event that the Club subsequently wishes to transfer the registration of the player.

All such agreements must be disclosed in advance to The Association and to the relevant Competition.

**Agreements relating to the future registration of a Player and other permitted arrangements**

- 6 In any arrangements that fall to be disclosed under Regulations B3, B4 and/or B5, the identity of any Authorised Agent, Exempt Solicitor or any other person who will be conducting Agency Activity for the Club and/or player in the registration of that player for that Club must be disclosed to The Association.

This includes individuals who may not be registered to conduct Agency Activity with The Association at the time that the arrangement is disclosed but who intend to so register by the time of the registration of the player.

#### **Other financial arrangements**

- 7 A Club is permitted to enter into commercial borrowing arrangements on usual commercial terms (including the giving of security by way of fixed and/or floating charge) with Financial Institutions.
- 8 A Club is permitted to enter into borrowing arrangements with Financial Institutions secured on future instalments of a Fee due from another Club in respect of a player whose registration the Club has transferred.
- 9 A Club is not permitted to enter into borrowing or any other form of financing or investment that is secured against, or has a return directly linked to, the value or future value of any Player or Players employed by a Club, unless The Association has approved the arrangement in accordance with Regulation A.2 above.
- 10 (i) In the event of a Club transferring the registration of a Player to an Overseas Club assigning its entitlement to a Compensation Fee, Transfer Fee, Contingent Fee or Loan Fee to a Financial Institution pursuant to B1(x); or  
(ii) In the event of a Club acquiring the registration of a player from an Overseas Club which assigns its entitlement to a Compensation Fee, Transfer Fee, Contingent Fee or Loan Fee to a Financial Institution pursuant to B1(xi),

then such an arrangement, including all relevant supporting documentation, must be disclosed to The Association in advance of it being entered into. Such arrangements may be subject to such conditions as may be required by The Association from time to time.

#### **Any Other arrangements**

- 11 Any other arrangement that does not fall to be dealt with under the categories set out in Regulations B1-B8 above, will be considered for approval at The Association's discretion. In deciding on such matters, The Association will apply principles consistent with the requirements of its Rules, including without limitation these Regulations and Rule C.1.(b).(iii).

**C DEFINITIONS**

**'Contingent Sum'** means any payment or fee or other valuable consideration agreed as part of a Transfer fee or Loan Fee that is contingent on the happening of a future event (eg. player appearances).

**'Fee'** means any of Transfer Fees, Contingent Sums, Loan Fees and Sell-on Fees.

**'Financial Institution'** means any entity which is incorporated in, or formed under the law of any part of the United Kingdom, and which has permission under Part 4 of the Financial Services and Markets Act 2000 to carry on the regulated activity of accepting deposits (within the meaning of section 22 of that Act, taken with Schedule 2 and any order under Section 22) but such definition shall not include:

- (a) a building society (within the meaning of section 119 of the Building Societies Act 1986); or
- (b) a credit union (within the meaning of section 31 of the Credit Unions Act 1979).

**'Former Club'** means a Club that is transferring, or has transferred, the registration of a Player to a Registering Club.

**'Incidental Expenses'** - Expenses incurred by a Club in connection with signing a Player, including, but not limited to, the costs of pre-signing medical examinations, travel expenses, visa and work permit fees and fees for legal services (other than Agency Activity as defined in the Football Association Football Agents' Regulations) and the payment of insurance premiums on policies for the Club's benefit.

**'Loan Fee'** means any payment or fee or other valuable consideration agreed as compensation in exchange for the transfer of registration of a Player on a temporary basis.

**'Overseas Club'** means any football club that plays the game of football in any country other than England in a competition sanctioned and recognised by the relevant National Association (with the exception of Clubs outside England that play in competitions sanctioned by The Association).

**'Overseas Player'** means any football player who plays the game of football in any country other than England and is recognised as such by their National Association.

**'Registering Club'** means a Club that is acquiring, or has acquired, the registration of a Player from a Former Club.

**'Sell-on Fee'** means any payment or fee or other valuable consideration agreed and/or payable as part of the transfer of the registration of a Player that entitles a Former Club to a financial interest in a future Transfer Fee related to the Player.

**'Third Party'** means a person or entity that is not a Club or an Overseas Club.

**'Transfer Fee'** means any payment or fee or other valuable consideration agreed and/or payable as compensation in exchange for the transfer of registration of a Player on a permanent basis.

**THESE REGULATIONS ARE MADE PURSUANT TO RULE J1(F) OF THE ASSOCIATION.**

Regulations for the Owners' and Directors' Test For Clubs Competing in The Football Conference Limited, The Southern Football League Limited, The Isthmian Football League Limited and The Northern Premier League Limited ("The Leagues")

**("The Regulations")****1. INTRODUCTION**

1.1 In these Regulations the following words shall have the following meanings:

**"The Association"** means The Football Association Limited, of Wembley Stadium, London, HA9 0WS.

**"Applicant Officer"** means any person applying to become an Officer of a Club.

**"Authorised Signatory"** means any person duly authorised by a resolution of its board of directors or Management Committee to sign The Declaration on behalf of a Club.

**"Bankruptcy Order"** means an order adjudging an individual bankrupt.

**"Bankruptcy Restriction Order"** and **"Interim Bankruptcy Restriction Order"** mean the orders of the same name made under the provisions of Schedule 1A of the Insolvency Act 1986.

**"Club"** means any association football club that is from time to time, a member of any of The Football Conference Limited, The Southern Football League Limited, The Isthmian Football League Limited and The Northern Premier League Limited.

**"The Declaration"** means the Declaration form as prescribed by The Association, and shown at Schedule 1 to these Regulations, such forms to be signed by both the Applicant Officer and an Authorised Signatory (who may not be the same person).

**"Dishonest Act"** means any act which would reasonably be considered to be dishonest.

**"Disqualifying Condition"** means all or any of those criteria listed in The Declaration.

**"Effective Date"** means 1 August 2013.

**"Football Club"** means any association football club.

**"Individual Voluntary Arrangement"** means an arrangement made under the provisions of Part VIII of the Insolvency Act 1986.

**"Insolvency Event"** refers to any one of the following;

- (a) entering into a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act 1986 ("the 1986 Act") or a compromise or arrangement with its creditors under Part 26 of the Companies Act 2006 or any compromise agreement with its creditors as a whole; or
- (b) lodging a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court in accordance with paragraph 26 or paragraph 29 of Schedule B1 to the 1986 Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the 1986 Act (other than paragraph 12(1)(c)) or where an Administrator is appointed or an Administration Order is made ("Administrator" and "Administration Order" having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the 1986 Act); or
- (c) an Administrative Receiver (as defined by section 251 of the 1986 Act), a Law of Property Act Receiver (appointed under section 109 of the Law of Property Act 1925) or any Receiver appointed by the Court under the Supreme Court Act 1981 or any other Receiver is appointed over any assets which, in the opinion of The Association, are material to the Club's ability to fulfil its obligations as a member of the League; or

- (d) shareholders passing a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
- (e) a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
- (f) a winding up order is made by the Court under section 122 of the 1986 Act or a provisional liquidator is appointed under section 135 of the 1986 Act; or
- (g) ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by The Association; or
- (h) being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in (a) to (g) above;

**"The Instruction"** means the written notification from The Association to a Club and Officer stating that an individual is not permitted to hold the position of Officer.

**"League"** means any league sanctioned by The Association.

**"The Notice"** means the notification from The Association issued to a League giving notice that the Club's membership of the League is to be suspended in accordance with League Rules.

**"Officer"** means in respect of any Club, any individual person operating the powers that are usually associated with those of:

- (i) a director of a company incorporated under the Companies Act (as a company limited by shares or by guarantee); or
- (ii) an officer of an Industrial & Provident Society ("IPS") registered with the Financial Services Authority ("FSA"); or
- (iii) a Chairman, Secretary or Treasurer of a Club that is an unincorporated association.

Such powers include, but are not limited to those of:

- (a) a person exercising direct or indirect control over a corporate director of the Club;
- (b) a person registered as a director or secretary of the Club with the Registrar of Companies;
- (c) a person registered with the FSA as an officer of the Club in the case of an IPS;
- (d) a person for whom a Form AP.01 (to be filed with the Registrar of Companies) has been completed in relation to the Club;
- (e) a person that has been named by the Club on the latest Form A submitted to The FA as being an Officer of the Club and any subsequent amendments thereto that are required to be advised to The FA under FA Rule A 3 (j) (ii);
- (f) a person who has been elected to become a director of the Club at a meeting of the board of directors or members of the Club;
- (g) a person who has been elected to become Chairman, Secretary or Treasurer of a Club that is an unincorporated association at a meeting of the Management Committee or members of the Club;
- (h) a person in accordance with whose directions or instructions the persons constituting the management of the Club are accustomed to act; or
- (i) a person who exercises or is able to exercise direct or indirect control over the affairs of the Club. For the purposes of this definition, a person shall be regarded as being able to exercise direct or indirect control over the affairs of the Club in particular but without prejudice to the generality of the preceding words if that person owns or is entitled to acquire 30% or more of the share capital or issued share capital of the Club or the voting power in the Club.

There shall be excluded from the definition of Officer any legal or professional advisers acting in their legal or professional capacity without any interest (in excess of a 5% shareholding) in the Club other than as its advisers.

**“Parent Undertaking”** means as set out in Section 1162 of Companies Act 2006.

**“Registered Offender”** means any Person who is required to notify personal information to the police in accordance with Part 2 of the Sexual Offences Act 2003 or any statutory modification or re-enactment thereof.

**“Serving Officer”** means any person qualifying as an Officer of a Club before the Effective Date and continuing to qualify as such at that date.

**“Sports Governing Body”** means any ruling body of a sport that is registered with UK Sport/ Sport England, or any corresponding national or international association.

- 1.2 In these Regulations, the phrase “qualifying as/qualifies as an Officer” shall mean when an individual satisfies one or more of the criteria set out within the definition of Officer as described above.

## 2. GENERAL

- 2.1 No Serving Officer who becomes subject to a Disqualifying Condition on or after the Effective Date may continue to act as an Officer of a Club.
- 2.2 For the avoidance of doubt, no Serving Officer who is subject to a Disqualifying Condition as at the Effective Date for which he would be disqualified, save for the fact that he is a Serving Officer, may become an Officer of another Club until such time as he is no longer subject to the Disqualifying Condition.
- 2.3 No person who is subject to a Disqualifying Condition (and who is not a Serving Officer) may become an Officer of a Club.
- 2.4 No person who becomes an Officer on or after the Effective Date who becomes subject to a Disqualifying Condition on or after the Effective Date may continue to act as an Officer of a Club.

## 3. REPORTING REQUIREMENTS

### 3.1 *Submission of Declaration*

- 3.1.1 Each Club shall submit to The Association a duly completed Declaration in respect of any Applicant Officer signed by him and by an Authorised Signatory.
- 3.1.2 Within 14 days of receipt thereof, The Association shall confirm to the Club whether or not that Applicant Officer is permitted to act as an Officer of that Club. This confirmation shall be given in writing (“the Confirmation”).
- 3.1.3 The Applicant Officer shall not be permitted to act as an Officer until such time as The Association gives written confirmation to the Club.

### 3.2 *Notification of An Officer becoming subject to a Disqualifying Condition*

- 3.2.1 Upon an Officer becoming subject to any Disqualifying Condition(s) contained in a submitted Declaration, or that results in a change to any other information contained in the Declaration;
- the Officer in respect of whom the Declaration was submitted shall within three working days give full written particulars thereof to his Club; and
  - the Club shall thereupon within three working days give such particulars to The Association.
- 3.2.2 Upon The Association becoming aware by virtue of the circumstances given in 3.2.1 above, or by any other means, that a person is subject to a Disqualifying Condition, The Association will:

- issue the Instruction to the person that he is disqualified, and requiring him to resign as an Officer within 7 days of the date of the Instruction and provide evidence of the resignation to The Association to be received by the third working day following the resignation;
- issue the Instruction to the Club that, in default of the Officer's resignation, it shall procure the removal of the Officer from that position within 28 days of the date of the Instruction and provide evidence of the removal to The Association to be received by the third working day following the removal.

### 3.3 *Notification of Person ceasing to be an Officer*

- 3.3.1 A Club shall inform The Association of the resignation or removal of any Officer who is not subject to a Disqualifying Condition within 7 days .

## 4. DISCIPLINARY PROVISIONS

- 4.1 The Association shall have the power to prescribe fixed fines in respect of any default, as per Schedule 2 to these Regulations. There shall be no appeal against any such penalties.

### 4.2 Any Club that;

- fails to comply with its obligations under these Regulations; or
- knowingly allows a Declaration to be submitted that is false in any particular; or
- persistently fails to comply with the provisions of Section 3 of these Regulations, where persistent means failing to provide The Association with the required notification notwithstanding three written requests so to do;

shall be guilty of Misconduct. The Association's powers to bring disciplinary proceedings under the Regulations shall apply.

### 4.3 Any Officer who;

- fails to comply with his obligations under these Regulations; or
- submits a Declaration that is false in any particular; or
- persistently fails to comply with the provisions of Section 3 of these Regulations, where persistent means failing to provide The Association with the required notification notwithstanding three written requests so to do;

shall be guilty of Misconduct. The Association's powers to bring disciplinary proceedings under the Regulations shall apply.

## 5. SUSPENSION OF LEAGUE MEMBERSHIP

- 5.1 Where any person acts as an Officer of a Club in breach of any of paragraphs 2.1-2.4 and/ or 3.1.3, and that Club fails to remove that Officer having been instructed so to do by The Association (as per paragraph 3.2.2); then The Association may issue the Notice to the League of which the Club is a member and forward a copy to the Club.

- 5.2 The suspension of the Club's membership of the League may only be lifted upon written notification from The Association.

## 6. APPEALS

- 6.1 There will be a right of appeal for any Applicant Officer where a Confirmation is issued to a Club under 3.1.2 or an Officer is subject to an Instruction under 3.2.2 or a Club is subject to a Notice under 5.1. Any appeal to The Association must be lodged in writing within 7 days of date of the Confirmation, Instruction or Notice. The effect of the Confirmation, Instruction or Notice shall be suspended pending the outcome of an appeal.

- 6.2 An appeal will be allowed only on the basis that:
- 6.2.1 none of the Disqualifying Conditions apply; or
  - 6.2.2 any applicable Disqualifying Condition has or will within 14 days of the date of the appeal being lodged with The Association cease to exist; or
  - 6.2.3 the Disqualifying Condition is a conviction that is subject to an appeal which has not yet been determined and in all the circumstances it would be unreasonable for the individual to be disqualified as an Officer pending the determination of that appeal.
- 6.3 Any appeal hearing will be held within 14 days of the appeal being lodged with The Association, and shall be held in accordance with the Regulations for Appeals of The Association.

## 7. IMPLEMENTATION

- 7.1 These Regulations come into effect on the Effective Date.



**SCHEDULE ONE  
AS AMENDED FROM 1 AUGUST 2013**

**THE DECLARATION**

**ALL SECTIONS TO BE COMPLETED BY ANY PERSON SEEKING TO BECOME AN OFFICER ON OR AFTER 1 AUGUST 2013 OF A CLUB THAT IS A MEMBER OF THE FOOTBALL CONFERENCE, THE ISTHMIAN LEAGUE, THE NORTHERN PREMIER LEAGUE, OR THE SOUTHERN FOOTBALL LEAGUE**

Any individual completing this Form should read the Owners' and Directors' Regulations supplied to their Club Secretary or shown on TheFA.com before doing so.

I, *[insert full name]* .....

Previous or other names, if any *[insert details]* .....

Of *[insert full home address]* .....

Email address .....

Date of birth .....

I propose to become an Officer of .....

..... ("the Club")  
*[insert full name and company number of the Club]*

on .....  
*[insert proposed commencement date];*

I have held a position as an Officer of a Football Club in the last five years: Yes / No  
*[delete as necessary];*

*(If "Yes" insert details below):*

From	To	Position	Name of Club

I confirm that I am aware of the duties and responsibilities of an Officer as set out in UK Law and of a Football Club as set out in the Rules, Regulations and Articles of The Football Association and the League of which the above named Club is a member. I have considered taking professional advice on this matter where appropriate.

I hereby declare that:

- (i) I am not either directly or indirectly involved in or have power to determine or influence the management or administration of another Football Club;
- (ii) I am not subject to a disqualification order as a director of a UK registered company under the Company Directors' Disqualification Act 1986 (as amended);
- (iii) I have not been convicted of any of the following offences, or where I have, this conviction is now considered spent under the Rehabilitation of Offenders Act 1974;

- (a) an offence involving a Dishonest Act;
  - (b) corruption;
  - (c) perverting the course of justice;
  - (d) committing a serious breach of any requirement under the Companies Act 1985 or 2006 or any statutory modification or re-enactment thereof;
  - (e) dishonestly receiving a programme broadcast from within the UK with intent to avoid payment under Section 297 of the Copyright, Designs and Patents Act 1988;
  - (f) admitting spectators to watch a football match at unlicensed premises under Section 9 of the Football Spectators Act 1989;
  - (g) ticket touting under Section 166 of the Criminal Justice and Public Order Act 1964;
  - (h) conspiracy to commit any of the offences set out in paragraphs (a) to (g) above;
  - (i) any conviction for a like offence to any of the above offences by a competent court having jurisdiction outside England and Wales.
  - (j) I am not currently the subject of any current criminal proceedings for any of the offences detailed at items (a) to (i) above;
- (iv) I am not a Registered Offender and am not required to notify personal information pursuant to Part 2 of the Sexual Offences Act 2003;
- (v) I am not subject to a banning order in accordance with Schedule 1 of the Football Spectators Act 2000;
- (vi) I have not breached or admitted breaching (irrespective of any sanction actually imposed on me or whether any disciplinary proceedings were brought) at any time:
- (a) Rule E5 of The Association in relation to bribes, gifts or rewards or other matters in relation to matches;
  - (b) Rule E8 of The Association in relation to betting;
  - (c) Rule E9 of The Association in relation to attempts and agreements to breach Rules E5(a) or E8 of The Association;
  - (d) Any other rule in force from time to time in relation to the prohibition on betting on football matches played in England and Wales;
  - (e) Any rule of any other ruling body of football in relation to the prohibition of betting on football (whether in England or Wales or elsewhere)
- (vii) I am not currently banned by a Sports Governing Body from involvement in the administration of, or participation in, that sport;
- (viii) I am not subject to a Bankruptcy Order, Interim Bankruptcy Restriction Order, Bankruptcy Restriction Order or an Individual Voluntary Arrangement;
- (ix) I am not subject to any form of disqualification or striking-off by a professional body , including, by way of example and without limitation, The Law Society, Bar Council or The Institute of Chartered Accountants in England & Wales;
- (x) I have not been an Officer of a Football Club that has been expelled within the last five years from either the Premier League, Football League, Football Conference, Isthmian League, Northern Premier League or Southern Football League whilst I have been an Officer of that Football Club;
- (xi) I have not been an Officer of:
- two or more Football Clubs or Parent Undertaking of a Football Club that have entered into an Insolvency Event and in respect of which a sporting sanction was applied either:
    - whilst I have been an Officer of those companies; or
    - in the 30 days immediately following me having resigned as an Officer of those companies
 in the five years preceding the date of the signing of this Declaration; or
  - one Football Club or Parent Undertaking of a Football Club that have entered into two separate Insolvency Events and in respect of which a sporting sanction was applied either:

- whilst I have been an Officer of that Football Club or Parent Undertaking of a Football Club; or
  - in the 30 days immediately following me having resigned as an Officer of that Football Club or Parent Undertaking of a Football Club
- in the five years preceding the date of the signing of this Declaration

(For the avoidance of doubt, where any Football Club or Parent Undertaking has been subject to more than one Insolvency Event during the process of compromising its creditors (for example Administration followed by exit via a Company Voluntary Arrangement ('CVA')), this will only count as one Insolvency Event).

I understand that the words or terms 'Officer', 'Football Club', 'Dishonest Act', 'Registered Offender', 'Sports Governing Body', 'Bankruptcy Order', 'Interim Bankruptcy Order', 'Bankruptcy Restriction Order', 'Individual Voluntary Arrangement', 'Parent Undertaking' and 'Insolvency Event' above have the meanings set out in the Regulations of The Association.

I, the Applicant Officer, confirm that I have read the 'notes and definitions' that accompany this form and hereby consent pursuant to Schedule 2 and Schedule 3 of the Data Protection Act 1998 to The Association holding and processing the above 'personal data' and 'sensitive personal data' for the purposes of assessing my compliance with the Owners' and Directors' Test for Club Officers as set out in the Regulations of The Association.

I certify that the above information is correct and I acknowledge and agree that The Association shall be entitled to undertake such checks as may be necessary to verify the information contained within this Declaration. I acknowledge that if I provide a false declaration then I am liable to such penalties as laid out in the Regulations of The Football Association.

I also acknowledge, having submitted this Declaration, in the event that I become unable to satisfy any of the conditions (i) to (xi) shown above, that:

- (a) I must notify the Club within three working days, and
- (b) I will be unable to act as an Officer of a Club.

#### **Applicant Officer Signature**

Signed: .....

Name (Print): .....

Date: .....

#### **Authorised Signatory Signature**

I hereby confirm that I am an Authorised Signatory of the Club and that to the best of the Club's knowledge and belief the above information is correct. I acknowledge that if the Club gives a false declaration then it is liable to such penalties as laid out in the Regulations of The Football Association.

Signed: .....

Name (Print): .....

Date: .....

For and on behalf of the Club

**(Note – the Authorised Signatory signing on behalf of the Club must be a different person from the individual completing the Form)**

All Pages Of This Form Must Be Returned To:

ODT Declarations  
Financial Regulation Department,  
The Football Association,  
Wembley Stadium,  
PO Box 1966  
London  
SW1P 9EQ

or by email to [odt@TheFA.com](mailto:odt@TheFA.com)

**SCHEDULE TWO****OADT – OVERDUE FORMS FINE TARIFF**

Days Overdue	0-7	8-21	22 and over*
Football Conference	£300	£400	£500
Southern Football League / Northern Premier League / Isthmian Football League – Premier Divisions	£150	£200	£250
Southern Football League / Northern Premier League / Isthmian Football League – Non-Premier Divisions	£75	£100	£125
* Clubs fined this amount for each period of four weeks that form remains unsubmitted.			

**OADT – FALSE INFORMATION FINE TARIFF**

League	Fixed Fine for Provision of False Information
Football Conference	£2,000
Southern Football League/ Northern Premier League/ Isthmian Football League – Premier Divisions	£1,000
Southern Football League/ Northern Premier League/ Isthmian Football League – Division One	£500

NOTES

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## GENERAL PROVISIONS RELATING TO INQUIRIES, COMMISSIONS OF INQUIRY, REGULATORY COMMISSIONS OF THE ASSOCIATION, OTHER DISCIPLINARY COMMISSIONS, APPEAL BOARDS AND SAFEGUARDING REVIEW PANEL HEARINGS

These provisions come into effect on 1 August 2013.

### GENERAL

- 1.1 It should be borne in mind that the bodies subject to these provisions are not courts of law and are disciplinary, rather than arbitral, bodies. In the interests of achieving a just and fair result, procedural and technical considerations must take second place to the paramount object of being as just and fair to all parties.
- 1.2 The bodies subject to these provisions shall have the power to regulate their own procedure.
- 1.3 Without limitation to the authority of the bodies subject to these provisions to regulate their own procedure, where at any time in the course of any proceedings, there has been a breach of procedure by The Association or a failure by The Association to follow any direction given, including any time limit, this shall not invalidate the proceedings or its outcome unless the breach has been such as to seriously and irremediably prejudice the position of the Participant Charged.
- 1.4 Save where otherwise stated, the applicable standard of proof shall be the civil standard of the balance of probability.

### EVIDENCE

- 2.1 A Commission of Inquiry, Regulatory Commission, Disciplinary Commission, Appeal Board and a Safeguarding Review Panel shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law.
- 2.2 A Commission of Inquiry, a Regulatory Commission, a Disciplinary Commission, Appeal Board and a Safeguarding Review Panel may draw such inference from the failure of a witness (including the Participant Charged) to give evidence or answer a question as it considers appropriate.

### REPRESENTATION

- 3.1 A Participant Charged attending a personal hearing may be represented by one individual. (For instance, a Player may be represented by a Club Official of a Club with which he is associated or by a representative of the Professional Footballers' Association, and a Referee may be represented by a representative of the Referees' Association).
- 3.2 A Participant Charged appearing before a Regulatory Commission or an Appellant before an Appeal Board, or a Participant before a Safeguarding Review Panel, and any individual or body assisting in any way an inquiry of The Association or a Commission of Inquiry, may be legally represented provided that he notifies The Association of the fact that he is to be legally represented by the date on which the Reply is served.
- 3.3 An individual acting as representative for a Participant Charged shall not be allowed to give evidence.

### CONFIDENTIALITY/PUBLICATION OF PROCEEDINGS

- 4.1 The proceedings of a Commission of Inquiry, a Regulatory Commission, a Disciplinary Commission, Appeal Board and Safeguarding Review Panel shall take place in private.
- 4.2 Subject to Rules 4.4 and 4.5 below, all oral or written representations, submissions, evidence and documents created in the course of any proceedings are confidential between The Association and the individual or body concerned.



- 4.3 All oral or written representations, submissions, evidence and documents created in the course of any proceedings shall be subject to qualified privilege.
- 4.4 The Association shall have the power to publish in the public press, on a web site or in any other manner considered appropriate:
- the outcome of any inquiry (irrespective of whether a Charge is issued in respect of that inquiry);
  - reports of any hearing, order, requirement, instruction, decision, proceedings, acts, resolution, finding and penalty;
  - any representations, submissions, evidence and documents created in the course of proceedings whether or not this reflects on the character or conduct of a Participant.
- Each Participant shall be deemed to have consented to any inquiry or Commission of Inquiry, a Regulatory Commission, a Disciplinary Commission, Appeal Board and a Safeguarding Review Panel and to the publication of any report.
- 4.5 The Association shall have the right to use and rely upon any representations, submissions, evidence and documents that are provided to it during the course of any inquiry and/or are created or otherwise generated during the proceedings of a Commission of Inquiry, a Regulatory Commission, a Disciplinary Commission, Appeal Board and Safeguarding Review Panel for the purpose of carrying out its regulatory functions and monitoring and implementing compliance with its Rules and Regulations (including taking action against any Participant under Rule E).

#### **SERVICE OF DOCUMENTS**

- 5.1 A document may be served by giving it to the person to whom it is addressed or by leaving it at, or sending it by first class post, e-mail or by fax to, the last known address of the addressee or, in the case of an individual, the Club with which he is associated.

#### **DAYS**

- 6.1 Any reference to a day or days in the Regulations shall mean a calendar day or days. Bank Holidays shall not be counted.

#### **FEES**

- 7.1 An Appeal fee of £100 is required when a participant requests an appeal against a decision of a Regulatory Commission, other FA decision amenable to appeal, or a decision of a League participating in the National League System. An Appeal Fee of £50 is required for an appeal against a decision of an Affiliated Association or of a League outside the National League System.

#### **CONSOLIDATED PROCEEDINGS**

- 8.1 Notwithstanding the power of The Association pursuant to Regulation 3.3 of the Regulations for Football Association Disciplinary Action, where the subject matter of or facts pertaining to a Charge or Charges against one or more Participant(s) is sufficiently linked (including, but not limited to, where offences are alleged to have been committed in the same match or where there is common Association or defence evidence) OR where a Commission believes it appropriate for the timely and efficient disposal of the proceedings, the relevant Commission shall have the power to consolidate proceedings so that they are conducted together and the Charges may be determined at a joint hearing. Evidence adduced by or on behalf of a Participant shall be capable of constituting evidence against another Participant. The relevant Commission shall give appropriate weight to such evidence. Participants or their representatives shall be entitled to cross-examine other Participants and their witnesses.

The relevant Commission may hear evidence in any order and shall have complete discretion to take matters out of order for the timely, efficient and appropriate disposal of the proceedings.

**OTHER PROCEEDINGS**

- 9.1 The fact that the Participant is liable to face or has pending any other criminal, civil or disciplinary proceedings in relation to the same matter shall not prevent or fetter The Association conducting proceedings under the Rules of The Association.

## REGULATIONS FOR FOOTBALL ASSOCIATION DISCIPLINARY ACTION

These Regulations come into effect on 1 August 2013

### 1 INTRODUCTION

- 1.1 These Regulations set out the way in which proceedings under Rules E and G of the Rules of The Association shall be conducted.
- 1.2 More guidance as to the specific disciplinary procedures and sanctions that are to apply to specific competitions may be found in the Memoranda entitled "Disciplinary Procedures Concerning Field Offences" attached to these Regulations as Sections A-D.

### 2 THE COLLECTION OF EVIDENCE

- 2.1 All Participants must take all reasonable measures to assist The Association in the collection of evidence. Where The Association requests the production of evidence from any Participant, that Participant shall (subject to considerations of legal professional privilege) be under an obligation to provide it.
- 2.2 Where on-field offences are concerned, The Association may request that a Club deliver or procure the delivery of video and/or DVD evidence to it to assist it in investigating possible Misconduct (as defined in the Rules of The Association). Clubs must deliver such video and/or DVD evidence to The Association as soon as reasonably practicable and in any event no later than by 12 noon on the next working day following The Association's request. Failure to provide such evidence within this deadline may result in The Association bringing a charge of Misconduct against the Club.

### 3 THE CHARGE

- 3.1 The decision that facts or matters may give rise to Misconduct and that a Charge be brought will be made by the Chief Regulatory Officer (or his nominee) on behalf of The Association.
- 3.2 Where any facts or matters give rise to alleged Misconduct by a Participant under Rule E1 (b)-(f) of the Rules of The Association, The Association will serve on the Participant concerned (the "Participant Charged") a written Charge ("the Charge") which shall:
  - (a) State briefly the nature of the alleged Misconduct;
  - (b) Identify the provision(s) alleged to have been breached;
  - (c) Provide copies of documents or other material referred to in the Charge.

The Charge may include a request for the provision of a summary of the current terms and conditions of employment of a Participant.

- 3.3 Where the subject matter of or facts pertaining to a Charge or Charges against one or more Participant(s) is sufficiently linked (including, but not limited to, where offences are alleged to have been committed in the same match or where there is common Association or defence evidence), The Association may charge the Participant(s) and consolidate the disciplinary proceedings so that they are conducted together and the Charges shall be determined at a joint hearing.
- 3.4 A copy of the Charge shall be forwarded to the Chairman of the Judicial Panel (or his nominee) who shall appoint a Regulatory Commission in accordance with, and subject to, the terms of reference of the Judicial Panel (as defined in the Articles of Association from time to time).

Where a Participant is charged under Rule E1 (b) - (f) the Secretary of the Regulatory Commission shall forward to both parties a copy of the Regulatory Commission's Standard Directions and/or the date of the proposed Directions Hearing convened in accordance with Regulation 4 below.

- 3.5 A single Charge may be issued against the Participant Charged in respect of more than one instance of Misconduct, but the Charge shall state separately the nature of each alleged Misconduct and the provision(s) alleged to have been breached and shall have effect as separate Charges.

#### 4 DIRECTIONS

##### Introduction

- 4.1 This Regulation gives effect to the general principle that it is in the interest of the timely and efficient disposal of disciplinary proceedings that directions be given whenever a Charge is brought against a Participant. In the case of complex matters, these directions may, at the discretion of the Regulatory Commission, be the subject of a Directions Hearing in the form and manner set out in Regulations 4.9 - 4.12 below.

Where less complex matters are concerned, these may be the subject of Standard Directions. The applicable Standard Directions are to be found at Schedules A – C to these Regulations.

##### Preliminary Applications

- 4.2 A party to the disciplinary proceedings may apply for issues to be dealt with on a preliminary basis (a "Preliminary Application"). A Preliminary Application must be made as soon as practicable following service of the Charge, and in any case no later than 10 working days prior to the full hearing date.

In the event that a party wishes to have the Preliminary Application determined by a separate Regulatory Commission the party may submit the Preliminary Application to the Judicial Panel Chairman who shall determine whether it will be considered by the Regulatory Commission appointed to determine the Charge or by a separate Regulatory Commission.

The relevant Regulatory Commission shall have the power to decide the procedure to be followed in determining the Preliminary Application.

In determining the Preliminary Application the relevant Regulatory Commission shall have the power to:

- Dismiss the Preliminary Application summarily.
- Order that the issues raised in the Preliminary Application be dealt with as part of the main proceedings and not on a preliminary basis.
- Allow or dismiss the Preliminary Application in full or in part.
- Make such further order as it considers appropriate.

The decision of a Regulatory Commission as to matters subject to a Preliminary Application shall be final and binding and there shall be no right of further challenge.

##### General Procedures

- 4.3 In all cases other than those referred to in 4.14 and 4.16, the procedure shall be as set out below.
- 4.4 The Participant Charged must within seven days of the service of the Charge serve on The Association a written reply (the "Reply") which:
- (a) admits or denies each Charge or part of a Charge; and
  - (b) states whether the matter is to be dealt with:
    - (i) on written submissions alone under Regulation 5 below; or
    - (ii) at a hearing under Regulation 6 below, in which case a fee of £100 must be submitted by cheque made payable to The Football Association Ltd; and

- (c) includes a summary of the current terms and conditions of employment of a Participant who is a Player or Manager or where otherwise requested in the Charge.

4.5 The Reply shall also include:

- (a) a clear explanation of the nature and extent of the Participant's admission or denial of the Charge(s) or any part of a Charge;
- (b) a list of witnesses upon whom the Participant intends to rely together with a written statement signed by each witness setting out his/her evidence in full; and
- (c) copies of any documentation, evidence or other relevant material (of whatever nature) on which the Participant intends to rely at a hearing.

The above must be provided within 7 days of service of the Charge. In complex matters or in exceptional cases, a Participant may apply to the Chairman of the Judicial Panel (on notice to The Association) for an extension of time in which to provide the Reply.

4.6 Where the Participant Charged:

- (a) Fails within seven days of the service of the Charge to serve a Reply on The Association and the Regulatory Commission is satisfied that the Charge was served; or
- (b) Fails to indicate in the Reply whether he wishes the matter to be dealt with at a Hearing or on written submissions; or
- (c) Fails to comply with each of the requirements at Regulations 4.4 and 4.5;

the Regulatory Commission will determine the Charge in such manner and upon such evidence as it considers appropriate.

4.7 Upon review of a Participant's Reply, The Association may provide to the Participant and the Regulatory Commission any further evidence or relevant material on which it intends to rely.

Where The Association has served upon the Participant any such further material, the Participant shall provide to The Association such further evidence or other relevant material upon which it intends to rely at a hearing, provided that it does so at the earliest opportunity and in any event no later than 7 days before the hearing. Evidence or other material not provided within time may not be relied upon at the hearing.

The purpose of the scheme here described at Regulations 4.4-4.7 is to:

- (a) Clarify for all parties and the Regulatory Commission the issues to be determined at a hearing; and
- (b) Ensure the just, timely and efficient disposal of the case.

The parties shall cooperate with one another in so far as they are able in order to achieve this purpose.

4.8 Any party who is to go before a Regulatory Commission for a hearing under Regulation 6 below only (this provision does not apply to matters falling within Regulations 4.14 to 4.16 below, which are dealt with under the Standard Directions set out at Schedules A - C to these Regulations), may make an application to the Judicial Panel Chairman, within seven days of the charge being issued and upon notice to all other parties, for an order that the chairman of that Regulatory Commission shall be a Specialist Panel Member who is a Solicitor or Barrister of seven or more years' standing.

Approval by the Judicial Panel Chairman of such application shall not be unreasonably withheld or delayed and any additional costs incurred in respect of having such a Specialist Panel Member as the chairman of that Regulatory Commission (whether or not the applicant be successful in the relevant hearing before such Regulatory Commission), shall be borne by the party who made the application.

- 4.9 The Regulatory Commission may give any directions considered necessary for the proper conduct of the proceedings, including but not limited to:
- (a) Establishing the date, time and place of the Hearing;
  - (b) Extending or abridging any time limit;
  - (c) Amending or dispensing with any of the procedural steps set out in these Regulations;
  - (d) Instructing that a transcript be made of the proceedings;
  - (e) Determining that issues be dealt with as preliminary issues, or at a preliminary hearing;
  - (f) Requiring that the parties make written submissions, or submit skeleton arguments in advance of the Regulatory Commission's Hearing;
  - (g) Requiring that the disclosure be made of specific and identifiable documents in the possession of The Association, the Participant Charged or any third party Participant which are considered by the Regulatory Commission to be relevant to the Charge.
  - (h) Determining who shall attend a Hearing.
- 4.10 The Regulatory Commission may order for there to be a Directions Hearing which may take the form of an oral hearing or may be conducted by telephone conference, video link or by written submissions at the direction of the Regulatory Commission. If satisfied that all matters are agreed prior to the time set for the Directions Hearing, the Regulatory Commission may direct that no hearing take place and that the agreed directions shall stand as the decision of the Regulatory Commission.
- 4.11 The decision of the Regulatory Commission on matters referred to in this Regulation 4 is final and not subject to appeal.
- 4.12 The Regulatory Commission will circulate a note of its directions within three working days after the Directions Hearing.

#### Application

- 4.13 The following Regulations 4.14 to 4.18 apply to the Participants of Clubs of the FA Premier League, the Football League, the Football Conference National Division and The FA WSL. Regulation 4.16 also applies to Participants of Clubs of the Football Conference (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League.
- Incidents concerning Players on the Field of Play which fall within Law 12, which were not seen by Match Officials, but caught on video (serious foul play, violent conduct, spitting at an opponent or any other person, offensive, insulting, abusive language or gestures).**
- 4.14 Where a Player is charged with Misconduct contrary to Rule E1 of The Association, for a matter on the Field of Play (which falls within Law 12 but was not seen by Match Officials during the period of the game), the proceedings shall follow the specific procedures and time limits set out in the relevant directions concerning such matters as determined by Council from time to time (the "Standard Directions – Incidents on the Field of Play which fall within Law 12, which were not seen by Match Officials, but caught on video (serious foul play, violent conduct, spitting at an opponent or any other person, offensive, insulting or abusive language or gestures)" – see Schedule A). In the event of an appeal the procedures set out in Schedule C - "Standard Directions for Appeals against decisions of Regulatory Commissions" will then apply.
- 4.15 Where a Player is charged with Misconduct contrary to Rule E1 of The Association, for a matter on the Field of Play (which falls within Law 12 but was not seen by Match Officials

during the period of the game), which the Chief Regulatory Officer (or his nominee) considers would not have resulted in the dismissal of the Player from the Field of Play, disciplinary proceedings shall not follow the course set out in Regulation 4.14 above. Rather, these will be dealt with in accordance with the general disciplinary procedures (see Regulations 4.3 to 4.12).

**Incidents of Misconduct on or around the field of play (including the tunnel area), incidents outside the jurisdiction of Match Officials but reported to The Football Association and media comments.**

4.16 In all cases involving Charges brought under Rule E1 (b) – (f) for a matter which has been brought to the attention of The Association relating to facts or matters on or around the Field of Play (including the tunnel area), incidents outside the jurisdiction of the Match Officials and media comments (save those matters specifically excluded in the Schedule), the proceedings and the time limits shall be as set out in the “Standard Directions for incidents of Misconduct on or around the field of play (including the tunnel area), incidents outside the jurisdiction of Match Officials but reported to The Football Association and media comments” as determined by Council from time to time (see Schedule B), save that any time limit provided for in that Schedule shall not apply in respect of proceedings involving Participants of Clubs of the Football Conference (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League. In the event of an appeal the procedures set out in Schedule C – “Standard Directions for Appeals against decisions of Regulatory Commissions” will then apply.

#### **Exceptional Circumstances**

4.17 Where the circumstances of a case are such that the Chief Regulatory Officer (or his nominee) or a Participant considers that it would be impractical or unfair for a Charge to be processed in the time limits set out in these Regulations, the various memoranda of Disciplinary Procedures Concerning Field Offences (Sections A - D) or in any Standard Directions, the Chief Regulatory Officer (or his nominee) or a Participant may apply to the Judicial Panel Chairman (or his nominee) for an order that the relevant time limits be amended, suspended, abridged or dispensed with.

4.18 Examples of circumstances in which the processing of a charge would be impractical or unfair within the time limits set out in these Regulations, the relevant Memorandum of Disciplinary Procedures Concerning Field Offences (Sections A - D) or in any Standard Directions are where:

- (a) there is a pending police investigation; or
- (b) the seriousness or complexity of the matter necessitates a longer period of investigation; or
- (c) substantial evidence needs to be obtained from non-Participants.

## **5 DETERMINATION ON WRITTEN SUBMISSIONS**

5.1 Where the Participant Charged states in the Reply that he wishes the matter to be dealt with on written submissions, the Regulatory Commission may dispense with an oral hearing and determine the Charge in the absence of the Participant Charged and make whatever order it thinks appropriate.

5.2 Where the Participant Charged admits Misconduct in the Reply and wishes it to be dealt with under this Regulation 5, he may set out in the Reply submissions in mitigation.

## **6 DETERMINATION AT A HEARING**

6.1 Where the Participant Charged states in the Reply that the matter is to be dealt with at a Hearing, the Regulatory Commission will proceed as set out in this Regulation 6, except where cases falling within Regulations 4.14 and 4.16 are concerned. Cases falling within

- Regulations 4.14 and 4.16 will be determined by the procedure set out in the relevant Standard Directions attached as a Schedule to these Regulations.
- 6.2 References to a party or parties mean The Association and any Participant Charged.
- 6.3 The Participant Charged must, if an individual, attend a Hearing of the Regulatory Commission in person. If the Participant Charged is not an individual, it shall attend through an Officer or Club Official as appropriate, unless otherwise ordered by the Regulatory Commission.
- 6.4 The Association, through the Chief Regulatory Officer, shall nominate an individual or individuals to present the Charge to the Regulatory Commission and call evidence and make submissions in support of the Charge.
- 6.5 The Regulatory Commission may adjourn a hearing for such period and upon such terms (including as to costs of the Regulatory Commission) as it thinks appropriate.
- 6.6 The Regulatory Commission has the power on the application of a party or otherwise to require a Participant to attend before the Regulatory Commission to provide information (in which case questions may be put by the Regulatory Commission and the parties) or to produce documents or records to the Regulatory Commission either before or during a Hearing.
- 6.7 Any Participant Charged appearing before the Regulatory Commission has the right to choose to be represented by any person who may speak on his or its behalf, including a legal representative. In the event that a party is to be represented, the Regulatory Commission must be notified of that fact and the identity of the representative at the time of the Reply.
- 6.8 In any proceedings before a Regulatory Commission, the Regulatory Commission shall not be obliged to follow the strict rules of evidence, may admit such evidence as it thinks fit and accord such evidence such weight as it thinks appropriate in all the circumstances. Where the subject matter of a complaint or matter before the Regulatory Commission has been the subject of previous civil or criminal proceedings, the result of such proceedings and the facts and matters upon which such result is based shall be presumed to be correct and the facts presumed to be true unless it is shown, by clear and convincing evidence, that this is not the case.
- 6.9 Where the subject matter of a complaint or matter before the Regulatory Commission has been the subject of previous civil or criminal proceedings, the result of such proceedings and the findings upon which such result is based shall be presumed to be correct and true unless it is shown, by clear and convincing evidence, that this is not the case.
- 6.10 Where a Participant Charged gives evidence in their own defence, they must give their evidence first i.e., before any other defence witness gives evidence. All other witnesses of fact for the defence who attend the Hearing cannot enter the Hearing until they are called to give their evidence.
- 6.11 The Regulatory Commission may proceed at a Hearing in the absence of the Participant Charged where it is satisfied that there are no reasonable grounds for the failure to attend and will do so in such manner as it considers appropriate.
- 6.12 In the event of a party failing to comply with an order, requirement, direction or instruction of the Regulatory Commission, it may take any action it considers appropriate in relation to such failure and may make an award of costs against the offending party.

## **7 DETERMINING THE CHARGE AND PENALTY**

- 7.1 The Regulatory Commission will first consider whether or not a Charge is proven. In doing so the Regulatory Commission will have regard to any admission of the Charge or a part of the Charge made by the Participant. Where a Charge is denied, or where it is admitted but there remains a factual dispute between the Participant Charged and The Association, the Regulatory Commission shall consider the witness and other evidence placed before it



together with each party's submissions in order to make findings in respect of any factual dispute(s) in order to determine: (i) whether a Charge is proven; (ii) if so proven or admitted, the factual basis on which the Charge is proven.

- 7.2 The Regulatory Commission shall retire to deliberate in private. A decision shall be determined by majority. Each member of the Regulatory Commission shall have one vote, save that the Chairman of the Regulatory Commission shall have a second and casting vote in the event of a deadlock.

#### **Announcement of the decision on the Charge**

- 7.3 The Regulatory Commission shall announce its decision as to (i) whether a Charge is proven; and (ii) if so, the factual basis on which the Charge is proven. The Commission may cite such findings as it considers appropriate to enable the parties to understand its decision. The Commission shall announce its decision as soon as reasonably practicable and in such manner as it considers appropriate. Where such decision is reached at a Hearing at which the Participant Charged is present it should be announced immediately, save where the Regulatory Commission considers it appropriate to act otherwise.

#### **Matters relevant to penalty**

- 7.4 Where a Charge is proven, the parties shall be invited to address the Regulatory Commission as to any matter relevant to its consideration of penalty, which shall include the disciplinary record of the Participant Charged and any mitigation raised.

#### **Announcement of decision on penalty**

- 7.5 The Regulatory Commission shall retire to deliberate in private. It shall announce its decision as to any penalty or other order to be imposed as soon as is reasonably practicable and in such manner as it deems appropriate. Where such decision is reached at a Hearing at which the Participant Charged is present it should be announced immediately, save where the Regulatory Commission considers it appropriate to act otherwise.

## **8 PENALTIES**

- 8.1 The Regulatory Commission shall have the power to impose any one or more of the following penalties on the Participant Charged:

- (a) a reprimand and/or warning as to future conduct;
- (b) a fine;
- (c) suspension from all or any specified football activity from a date that the Regulatory Commission shall order, permanently or for a stated period or number of matches;
- (d) the closure of a ground permanently or for a stated period;
- (e) any order which may be made under the rules and regulations of a Competition in which the Participant Charged participates or is associated, which shall be deemed to include the deduction of points and removal from a Competition at any stage of any Playing Season;
- (f) expulsion from a Competition;
- (g) expulsion from membership of The Association or an Affiliated Association;
- (h) such further or other penalty or order as it considers appropriate.

- 8.2 While the Memoranda dealing with disciplinary procedures concerning field offences and offences on or around the Field of Play set out standard sanctions, these sanctions may be increased by the Regulatory Commission where the facts of an individual case so dictate, where a particular act of Misconduct is sufficiently serious that the guideline sanction would not constitute a sufficient penalty for the Misconduct that has taken place.

**Suspended Penalty**

- 8.3 The Regulatory Commission may order that a penalty imposed is suspended for a specified period or until a specified event and on such terms and conditions as it considers appropriate.

**Drug Rehabilitation and Counselling**

- 8.4 Where a Participant has breached the provisions of any anti-doping regulations ("a Doping Offence") a Regulatory Commission may order a compulsory period of target testing, rehabilitation and counselling, and attach such conditions as it considers appropriate.

**Compensation Orders**

- 8.5 The Regulatory Commission may, where it considers it appropriate, order the Participant Charged to pay compensation to any Participant ("the Claimant"), instead of or in addition to any penalty or other order.
- 8.6 An order to pay compensation to a Claimant may be for such amount as the Regulatory Commission considers appropriate.
- 8.7 The Regulatory Commission may order compensation only:
- (a) on receipt in advance of its determination of whether or not a Charge has been proved of a written claim by or on behalf of the Claimant setting out the amount claimed and detailed reasons for the claim; and
  - (b) where it is satisfied that the Claimant has suffered loss as a consequence of the Misconduct of the Participant Charged; and
  - (c) where the Participant Charged has had an opportunity of seeing the claim in advance and of making submissions to the Regulatory Commission on it.

**Costs Orders**

- 8.8
- (a) Any costs incurred in bringing or defending a Charge will be borne by the party incurring the costs.
  - (b) Any costs incurred in relation to the holding of a Regulatory Commission considered by the Chairman of the Regulatory Commission to be appropriate (including but not limited to the travel and accommodation of members appointed and any individual carrying out the secretariat functions and the provision of meeting rooms, ancillary rooms, facilities, services and security) may be ordered to be paid in full or part by either party.
  - (c) A notice of appeal against a decision of a Regulatory Commission of The Association shall be deemed not to have been lodged unless:
    - (i) Either all financial orders, including costs orders, relating to the Participant in question have been paid in full, or
    - (ii) The Chairman of the Regulatory Commission has made an order to set aside the relevant financial orders pending the outcome of the Appeal. In the event of an appeal being lodged, payments of costs made will be held in escrow by The Association.
  - (d) Any appeal against only the quantum of costs awarded shall be heard and determined by a single person appointed by the Sports Dispute Resolution Panel (SDRP) (or similar independent body as determined by The Association from time to time). Such appointed person shall sit alone.

**Compliance with Penalties/Orders Imposed**

- 8.9 Unless the Regulatory Commission determines otherwise, a penalty or order shall come into effect immediately at the date of the announcement of the decision.

- 8.10 A Regulatory Commission may issue such further order, requirement or instructions as it considers appropriate for the purpose of giving effect to its decision. Where a Regulatory Commission is satisfied that a Participant Charged has failed to observe or comply with a penalty or order imposed by the Regulatory Commission, it shall have the power to order that the Participant Charged be suspended immediately from all or any football activity for such period and on such conditions as it considers appropriate.
- The Regulatory Commission shall consider any such matter in accordance with Regulation 4 (Directions).
- 8.11 A Regulatory Commission shall have the power on application by the Participant Charged to suspend the effectiveness of any order pending the outcome of an appeal made pursuant to the Rules of The Association.
- The obligation of the Participant Charged to comply with a penalty or order of the Regulatory Commission may be stayed where:
- (a) the Participant Charged has made a written application to the Regulatory Commission; and
  - (b) the Participant Charged has made an appeal under the Rules against the decision of the Regulatory Commission; and
  - (c) the Regulatory Commission had in its absolute discretion allowed a stay.

#### **Payment of Fines and Compensation Orders**

- 8.12 Payment of any fine or compensation shall be made to The Association within 14 days of the date of the written decision unless otherwise ordered. Compensation shall be forwarded by The Association to the person in whose favour the order was made within seven days of receipt by it.

### **9. WRITTEN STATEMENT OF DECISION**

- 9.1 The Regulatory Commission shall as soon as practicable send to the Participant Charged and the Chief Regulatory Officer (or his nominee), a written statement of its decision, which shall state:
- (a) the Charge(s) considered and whether admitted or denied;
  - (b) the decision as to whether Misconduct has been proved or not; and
  - (c) any penalty or other order imposed.
- 9.2 The written statement shall be signed and dated by the Chairman of the Regulatory Commission and be the conclusive record of the Regulatory Commission's decision. A copy of the written decision shall be forwarded to The Association.
- 9.3 The Regulatory Commission shall, upon the written request of the Chief Regulatory Officer (or his nominee) or Participant Charged lodged with the Secretary of the Regulatory Commission within seven days of the date of the written statement of its decision, state in writing:
- (a) the findings of fact made by it; and
  - (b) the reasons for its decision finding the Charge(s) proved; and
  - (c) the reasons for any penalty or order.
- 9.4 Participants and The Football Association shall have the right to appeal a decision of a Regulatory Commission to an Appeal Board. Such appeals shall be conducted in accordance with the Regulations for Football Association Appeals. There shall be no further right of challenge in respect of decisions of the Regulatory Commission, which are otherwise final and binding.

## Standard Directions in Schedules A, B and C

These Standard Directions are subject to the terms of the Regulations for Football Association Disciplinary Action and the relevant Memorandum. In the case of any conflict, first the Regulations and then the relevant Memorandum will apply.

These are Standard Directions only which give effect to the general principle that it is ordinarily in the interest of the timely and efficient disposal of disciplinary proceedings that Standard Directions be given (typically for less complex matters). The Standard Directions may be deviated from at the discretion of the Chairman of the Judicial Panel or the Regulatory Commission dealing with any given case if the circumstances of that case so dictate. Where there has been a breach of procedure or failure to follow these Standard Directions by The Association, this shall not invalidate the proceedings or its outcome unless the breach has been such as to seriously and irremediably prejudice the position of the Participant charged.

### Schedule A

Standard Directions for Incidents on the Field of Play which fall within Law 12, which were not seen by Match Officials, but caught on video (serious foul play, violent conduct, spitting at an opponent or any other person, offensive, insulting or abusive language or gestures)

For Players of Clubs of The FA Premier League, Football League, Football Conference National Division and The FA WSL competing in FTCLM.

#### (a) General Principles

These Standard Directions will apply where The Association charges a Player with Misconduct under the Rules of The Association for incidents on or around the Field of Play, excluding the tunnel area, that are caught on camera but not seen and dealt with by the Match Officials at the time. The Charge may be accompanied by an offer of the standard punishment that would apply to the offence had it been seen and reported by the Match Official(s) during the match.

In exceptional circumstances, where The Association is satisfied that the standard punishment that would otherwise apply is clearly insufficient, no standard punishment offer will be made in the charge letter.

Where the Player charged under these Standard Directions has been dismissed (save where the Player has successfully claimed that the dismissal was mistaken or wrongful) or otherwise suspended under these Standard Directions in the same season prior to the issue of the charge, the penalty offered shall be increased to include, in addition to the applicable standard punishment, one game for each occasion that the player has been so suspended. For these purposes a dismissal in, or suspension arising from, a non first team competitive match prior to issue of the Charge will only be taken into account where it is for violent conduct, serious foul play or spitting.

Where one or more of the Match Officials sees only part of an incident, an act of Misconduct that occurs during or immediately after that incident may be regarded as not seen by the Match Officials for the purposes of these Standard Directions where, without limitation –

- (i) An act of violent conduct occurs secondarily to a challenge for the ball, and so is not seen as the Match Officials are concentrating on the challenge for the ball;
- (ii) The Match Officials' view of the incident was such that none of them had an opportunity to make a decision on any act of Misconduct that took place within it.

A written statement by Match Officials that they did not witness a particular incident shall be conclusive evidence of that fact.

**(b) Timings****(i) *The Charge***

A Charge under these provisions shall ordinarily be issued within the period of two working days of the incident (i.e. for a Saturday/Sunday game, a Charge shall ordinarily be issued prior to 6pm on the Tuesday). The Charge will be accompanied by all evidence, documents and written submissions upon which The Association intends to rely.

Where the Charge is not accompanied by an offer of the standard punishment, the Charge will state that The Association claims that the standard punishment would be clearly insufficient, and will set out the basis for that claim.

**(ii) *The Reply***

The Player is required to respond to the Charge in writing by 6pm on the first working day following receipt of the Charge (either by fax 0844 980 0626 or by e-mail Disciplinary@TheFA.com). In the absence of a Reply, the matter will be dealt with directly at the next available Regulatory Commission, and submissions from the Player may not be admitted.

Where the offer of the standard punishment is made in the Charge the Player may accept or deny the Charge.

In accepting the Charge, the Player may also accept the standard punishment offered, or claim that the standard punishment would be clearly excessive having regard to the factors set out at (d)(i) below.

In the event that the offered punishment is accepted, the suspension will commence forthwith upon receipt by The Association of the consent of the chairman of the Judicial Panel (or his nominee).

In denying the Charge, the Player may also claim that the standard punishment would be clearly excessive having regard to the factors set out at (d)(i).

Where no offer of the standard punishment is made in the Charge, the Player may accept or deny the Charge, and in either case may contest any claim by The FA that the standard punishment would be clearly insufficient.

**(iii) *Submissions***

Along with the Reply, by 6pm on the first working day following the Charge, the Club or Player must provide The Association and the Regulatory Commission with copies of all evidence, documents and written submissions upon which the Club or the Player intends to rely. If the evidence, documents and written submissions are not submitted within this time limit, they may not be considered by the Regulatory Commission.

As a guide the following schedule will ordinarily apply:

<b>Incident</b>	<b>Charge</b>	<b>Reply</b>	<b>Submissions</b>	<b>Commission</b>
Sat/ Sun	Tuesday	Wednesday	Wednesday	Thursday

**(c) **Regulatory Commission Procedures****

The following procedures shall be followed at the Regulatory Commission unless the Regulatory Commission thinks it appropriate to amend them:

- (i)** Reports along with any other evidence, including video evidence, in support of the Charge, shall be put before the Regulatory Commission by the Secretary of the Regulatory Commission;
- (ii)** All statements and video or other evidence in defence of the Charge shall be put before the Regulatory Commission by the Secretary of the Regulatory Commission.

Where the subject matter of or facts pertaining to a Charge or Charges against one or more Participant(s) is sufficiently linked (including, but not limited to, where offences are alleged to have been committed in the same match, or where there is common Association or defence evidence), the Regulatory Commission shall hear all Charges at the same hearing. Evidence adduced by or on behalf of a Player shall be capable of constituting evidence against another Player. The Regulatory Commission shall give appropriate weight to such

evidence. The Regulatory Commission may hear evidence in any order and shall have complete discretion to take matters out of order for the timely, efficient and appropriate disposal of the proceedings.

(d) **Decisions**

Where a Charge is denied, the Regulatory Commission will decide whether the Charge is proved or not proved.

In the event that the Charge is not proved, the Charge will be dismissed.

In the event that a Charge is proved or admitted, the Regulatory Commission will decide on the penalty to be served by the Player. The standard punishment may be decreased or increased by the Regulatory Commission only in the exceptional circumstances set out at (i) and (ii) below. In all other cases, the penalty shall be the standard punishment.

(i) *Decreasing the standard punishment*

Where the offer of the standard punishment is made in the charge letter, the Regulatory Commission may only decrease that standard punishment where the Player has claimed in their Reply to the Charge that the standard punishment would be clearly excessive.

In such cases the Regulatory Commission shall decrease the standard punishment only where it is satisfied so that it is sure that the circumstances of the incident under review are truly exceptional, such that the standard punishment should not be applied, and the standard punishment would be clearly excessive, having regard to the following –

- a. The applicable Law(s) of the Game and any relevant FIFA instructions and / or guidelines;
- b. The nature of the incident including the Player's state of mind, in particular any intent, recklessness or negligence;
- c. Where applicable, the level of force used;
- d. Any injury to an opponent caused by the incident;
- e. Any other impact on the game in which the incident occurred;
- f. The prevalence of the type of incident in question in football generally;
- g. The wider interests of football in applying consistent punishments for dismissal offences.

If the Regulatory Commission is so satisfied, the Player shall not be subject to the standard punishment applicable to the incident. The Commission shall determine what level of punishment shall apply instead, having regard to the factors at a-g above.

If the Regulatory Commission is not so satisfied, the player shall be subject to the standard punishment applicable to the incident.

(ii) *Increasing the standard punishment*

Where no offer of the standard punishment is made in the charge letter, the Regulatory Commission may only increase the applicable standard punishment where The FA has claimed in the Charge that the standard punishment would be clearly insufficient.

In such cases, the Regulatory Commission shall increase the standard punishment only where it is satisfied so that it is sure that the circumstances of the incident under review are truly exceptional, such that the standard punishment should not be applied, and the standard punishment would be clearly insufficient, having regard to the following –

- a. The applicable Law(s) of the Game and any relevant FIFA instructions and / or guidelines;
- b. The nature of the incident and the Player's state of mind, in particular any intent, recklessness or negligence;
- c. Where applicable, the level of force used;
- d. Any injury to an opponent caused by the incident;
- e. Any other impact on the game in which the incident occurred;
- f. The prevalence of the type of incident in question in football generally;

- g. The wider interests of football in applying consistent punishments for dismissal offences.

If the Regulatory Commission is so satisfied, the Player shall not be subject to the standard punishment applicable to the incident. The Commission shall determine what level of punishment shall apply instead, having regard to the factors at a-g above.

If the Regulatory Commission is not so satisfied, the player shall be subject to the standard punishment applicable to the incident.

In all cases, the Regulatory Commission may increase any punishment that it imposes if it believes a denial of the Charge or any claim by the Player that the standard punishment would be clearly excessive in their case, to have been an abuse of process or without any significant foundation.

The decision of the Regulatory Commission will be communicated verbally to the Player/ Club on the same day as the decision is reached, and in writing by the end of the following working day.

**(e) Right of Appeal**

The Player will have a right of appeal only (i) in the event that the penalty imposed is in excess of a three-match suspension; (ii) on the single ground that the penalty imposed is excessive; and (iii) in respect of that part of the suspension in excess of three matches. No other appeal (for instance, against the decision that the Charge was pursued) is allowed.

Information regarding the appeals process is set out in the Standard Directions for Appeals against decisions of Regulatory Commissions (see Schedule C).

**(f) Written Reasons**

A request for written reasons in respect of the decision of the Regulatory Commission may be lodged with the Regulatory Commission, in which case the request must be made at the time of verbal notification of the decision (i.e. on the same day as the Regulatory Commission). If requested, written reasons will be supplied to parties by 6pm on the first working day following the Regulatory Commission.

**(g) Representation**

A Player does not have the right to be present or represented at a hearing of a Regulatory Commission in respect of incidents covered by this Standard Direction. The matter will be dealt with on video and written evidence only.

## Schedule B

Standard Directions for incidents of Misconduct (except as set out below\*) on or around the field of play (including the tunnel area), incidents outside the jurisdiction of Match Officials but reported to The Football Association and media comments

For Participants of the FA Premier League, Football League, Football Conference National Division and The FA WSL.

AND for Participants of the Football Conference (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League (together "Steps 2-4"), save that any time limits provided for in this Schedule shall not apply at Steps 2-4.

\*These Standard Directions do not apply to any Misconduct Charges which are subject to the Standard Directions set out at Schedule A, or any Misconduct Charges for any of the following –

- The conduct of a Club's spectators and / or supporters and / or followers;
- Betting or any conduct relating to match fixing;
- Doping Offences;
- Any Aggravated Breach of Rule E3(1);

or where it was thought such charges may arise when an investigation was commenced.

**(a) General Principles**

These Standard Directions will apply where The Association charges a Participant with Misconduct under the Rules of The Association for an incident before, during, or after a game, on or around the Field of Play (including the tunnel area), for an incident outside the jurisdiction of Match Officials but reported to The Football Association or for media comments.

In addition, the Judicial Panel Chairman may order, of his own volition or following the application of any party, that any disciplinary action brought against any Participant in respect of any incident of alleged Misconduct be subject to these Standard Directions. Such an order may be made, but is not limited to such cases, where the incident concerned arises from the same facts as, or is otherwise sufficiently linked to, an incident which is subject to these Standard Directions.

**(b) Charging Timing and Procedures****(i) *The Charge***

A Charge under these provisions shall ordinarily be issued within the period of three working days of the incident, or within three working days of any media comments being brought to the attention of The Association, or where observations on media comments are requested from a Participant, three working days from the deadline for the provision of those observations to The Association, ending at 6pm on the third working day. (i.e. for a Saturday/Sunday game, a Charge shall ordinarily be issued prior to 6pm on the Wednesday).

**(ii) *Standard Penalties in Standard Cases***

Explanatory note: These Standard Directions give effect to the principle that credit, in the form of a reduction in the applicable penalty, should be given to a Participant who admits a Charge. To achieve this, where a Standard Penalty is offered with a Charge in a Standard Case it will incorporate a reduction, usually of approximately one third. Should the Charge be denied and subsequently found proved, a higher Standard Penalty will apply which will not incorporate that reduction.

For the purposes of cases subject to these Standard Directions only, when issuing a Charge in a particular case, The Association may designate that case as a Standard Case. Whether or not a particular case is designated as a Standard Case shall be at the discretion of The Association.

In exercising that discretion, The Association shall not designate any case as a Standard Case where any one or more of the following exceptional circumstances applies -

- Where the particular facts of the alleged offence are of a serious and / or unusual nature, as determined by The Association;
- Where the Participant Charged has been Charged with Misconduct for a similar matter, as determined by The Association, in the preceding 12 months;
- Where the Charge is for media comments made by the Participant;
- Where the Charge is for incidents outside the jurisdiction of Match Officials but reported to The Football Association.

The Association may determine from time to time a Tariff of Standard Penalties to apply to Standard Cases. Where any case has been designated as a Standard Case, Standard Penalties determined in accordance with the Tariff shall be used in that case as follows -

- Standard Penalty 1 - The Standard Penalty which shall be offered in the Charge letter in a Standard Case and come into effect when such a Charge is admitted and the Standard Penalty is accepted, and
- Standard Penalty 2 - The second, higher Standard Penalty which shall come into effect when in a Standard Case the Charge is denied and subsequently found proved by a Regulatory Commission. In such cases Standard Penalty 1 shall not apply.



In all cases, Standard Penalty 1 shall be lower than Standard Penalty 2, usually by approximately one third.

Where a case is not designated as a Standard Case, a Standard Penalty will not be offered in the Charge letter, and where such a Charge is admitted or found proved, the Regulatory Commission shall have a discretion to impose any such penalty as it considers appropriate.

(iii) *The Reply, Submissions and Evidence – all cases*

The Participant Charged is required to respond to any Charge in writing, and to provide The Association and the Regulatory Commission with copies of all submissions, evidence and any other relevant material upon which it is intended to rely, along with the appropriate hearing fee of £100 where relevant, by 6pm on the third working day following receipt of the Charge.

Submissions, evidence and any other relevant material may be sent either by fax to 0844 980 0626 or e-mail [Disciplinary@TheFA.com](mailto:Disciplinary@TheFA.com). If the submissions, evidence and any other relevant material are not submitted within this time limit, they may not be considered by the Regulatory Commission.

A. *Where a case is designated as a Standard Case, by way of Reply to that Charge, the Participant may –*

- i. Admit the Charge and accept Standard Penalty 1. In such cases, Standard Penalty 1 shall come into effect immediately upon receipt of the consent of the Chairman of the Judicial Panel (or his nominee).
- ii. Admit the Charge and submit general mitigation in writing and / or an application for Standard Penalty 1 to be reassessed due to the level of the Participant's income, for a Regulatory Commission to consider at a hearing not attended by either the Participant or The Association (a "paper hearing"). This hearing will take place within three working days of receipt of the Reply by The Association.
- iii. Deny the Charge and contest it at a personal hearing before a Regulatory Commission which both the Participant and The Association shall be entitled to attend (a "personal hearing"). This hearing will take place within ten working days of receipt of the Reply by The Association, or any response to that Reply by The Association being received by The Participant.
- iv. Deny the Charge and submit written material for a Regulatory Commission to consider at a paper hearing. This hearing will take place within three working days of receipt of the Reply by The Association, or any response to that reply by The Association being received by the Participant.

Where a Charge is denied and subsequently found proved by a Regulatory Commission, the Regulatory Commission may consider any general mitigation and / or an application for Standard Penalty 2 to be reassessed due to the level of the Participant's income, as submitted by the Participant with the Reply to the Charge, before it determines the level of penalty.

In any case where general mitigation and / or an application for a Standard Penalty to be reassessed due to the level of the Participant's income is submitted to the Regulatory Commission, the Commission shall proceed as at paragraph (e) below.

B. *Where a case is not designated as a Standard Case, by way of Reply to that Charge, the Participant may –*

- i. Admit the Charge and submit written mitigation for a Regulatory Commission to consider at a paper hearing. This hearing will take place

- within three working days (subject to Schedule B, paragraph (b)(v) below) of receipt of the Reply by The Association.
- ii. Admit the Charge but request a personal hearing before a Regulatory Commission in order to present mitigation. This hearing will take place within three working days (subject to Schedule B, paragraph (b)(v) below) of receipt of the Reply by The Association.
  - iii. Deny the Charge and contest it at a personal hearing before a Regulatory Commission. Such a hearing will take place within ten working days (subject to Schedule B, paragraph (b)(v) below) of receipt of the Reply by The Association, or any response to that Reply by The Association being received by the Participant.
  - iv. Deny the Charge and submit written evidence and representations for a Regulatory Commission to consider at a paper hearing. This hearing will take place within three working days (subject to Schedule B, paragraph (b)(v) below) of the Reply being received by The Association, or any response to that Reply by The Association being received by the Participant.

In the absence of a Reply, or if the Participant fails to pay the appropriate fee, within the applicable time limit, the matter will be dealt with directly at the next available Regulatory Commission, and submissions from the Participant may not be admitted.

(iv) *Responses*

Where a Participant denies the Charge, The Association will have three working days to provide its responses, if any, to the Reply, submissions, evidence and any other relevant material provided by the Participant. The Association's responses must be provided to the Participant and the Regulatory Commission. Submissions, evidence and any other relevant material not submitted within this time limit may not be considered by the Regulatory Commission.

Where a Participant admits a charge but submits mitigation or any other material for a Regulatory Commission to consider which the Association considers constitutes a denial of part or all of the Charge, the Association reserves the right to respond to the Reply. Any such response must be provided to the Participant and the Regulatory Commission within three working days of the Reply.

(v) *Personal Hearings*

Where a Participant denies the Charge and requests a personal hearing, The Regulatory Commission will conduct personal hearings at the earliest available opportunity and in any event:

- a) If no response is to be provided by The Association to the Reply, no later than ten working days from the date of confirmation by The Association to the Participant that it does not intend to provide a response;
  - or
- b) In the event that The Association provides a response to the Reply, no later than ten working days from the date of receipt by the Participant of that response;
  - or
- (c) In the instance of a case concerning incidents outside the jurisdiction of Match Officials but reported to The Association, wherever possible the hearing will take place prior to the next match in which the Player would be eligible to play.

(c) **Regulatory Commission Procedures**

The following procedures shall be followed at a personal hearing before the Regulatory Commission unless the Regulatory Commission considers it appropriate to amend them:

- (i) The part of the Charge(s) stating the nature of the alleged Misconduct, and identifying the provisions breached or not complied with, will be read out to the Participant Charged (or their representative where the Participant is a Club or other entity) by the Chairman of the Regulatory Commission and the Participant asked whether each Charge is admitted or denied, to which the Participant shall respond;
- (ii) The Association may then address the Regulatory Commission, summarise the case against the Participant, and then call its evidence;
- (iii) After the conclusion of the evidence of The Association, the Participant may summarise its case and call evidence of any matter of which notice has been given in the Reply;
- (iv) Each party in turn may question witnesses as they give evidence and the Regulatory Commission may question parties and witnesses at any time;
- (v) After the conclusion of the evidence of the Participant, The Association and the Participant in turn may make closing submissions;
- (vi) Where the Participant admits the Charge(s), the Regulatory Commission may dispense with hearing the evidence and consider submissions from The Association and the Participant in turn. Where the Participant denies a Charge or part thereof, or where it is admitted but there remains a factual dispute between the Participant Charged and The Association, the Regulatory Commission shall consider the witness and other evidence placed before it together with each party's submissions in order to make findings in respect of any factual dispute(s) in order to determine: (i) whether a Charge is proven; (ii) if so proven or admitted, the factual basis on which the Charge is proven.

Where the subject matter of or facts pertaining to a Charge or Charges against one or more Participant(s) is sufficiently linked (including, but not limited to, where offences are alleged to have been committed in the same match or where there is common Association or defence evidence), the Regulatory Commission shall hear all Charges at the same hearing. Evidence adduced by or on behalf of a Participant shall be capable of constituting evidence against another Participant. The Regulatory Commission shall give appropriate weight to such evidence. Participants or their representatives shall be entitled to cross-examine other Participants and their witnesses. The Regulatory Commission may hear evidence in any order and shall have complete discretion to take matters out of order for the timely, efficient and appropriate disposal of the proceedings.

#### **(d) Decisions**

The Regulatory Commission will decide whether each denied Charge is proved or not proved in respect of each Participant Charged. In the event that a Charge is proved, subject to the application of any Standard Penalty, the Regulatory Commission will have the power to impose any one or more of the following penalties on the Participant:

- (i) A reprimand or warning as to future conduct;
- (ii) A fine;
- (iii) A suspension from all or any specified football activity permanently or for a stated period;
- (iv) Such further or other penalty as it considers appropriate.

In the event that a Charge is not proved, no penalty shall be imposed by the Regulatory Commission.

The decision of the Regulatory Commission will be communicated verbally to the Participant on the same day as the decision is reached, and in writing by the end of the following working day.

#### **(e) The level of penalty to be imposed by the Regulatory Commission**

Explanatory note: These Standard Directions aim to ensure that in a Standard Case, either Standard Penalty 1 or Standard Penalty 2 shall not be reduced unless truly exceptional

mitigation exists, or a Participant can demonstrate that the Standard Penalty would be disproportionately harsh due to their level of income.

- A. *In a Standard Case, where a Participant either*
- Admits the Charge and does not accept the Standard Penalty offered, or
  - Denies the Charge and it is subsequently found proved by a Regulatory Commission, the Participant may submit general mitigation and / or an application for the applicable Standard Penalty to be reassessed due to the level of the Participant's income, before the Regulatory Commission imposes any penalty on the Participant.

In such circumstances, the Regulatory Commission shall proceed as follows –

- i. Where the Participant submits general mitigation
 

Following the consideration of general mitigation, the Regulatory Commission will have a discretion to impose any penalty that it considers appropriate, including increasing the penalty above the applicable Standard Penalty. A Regulatory Commission shall decrease the Standard Penalty that would otherwise apply only where it is satisfied that any mitigation put forward is truly exceptional.

Where a Regulatory Commission does accept that any general mitigation put forward is truly exceptional and so merits a reduction in the applicable Standard Penalty, it may impose any penalty that it considers to be appropriate in accordance with its general powers. This includes a suspended penalty.
- ii. Where the Participant submits an application for reassessment of the Standard Penalty
 

Where a Participant can demonstrate that any financial element of a Standard Penalty would be disproportionately harsh due to the level of their income, the Participant may make an application to have the financial element of the penalty reassessed by reference to that income.

Where such an application is made, and the Regulatory Commission does accept that the Standard Penalty would be disproportionately harsh, the Standard Penalty will not apply and the Regulatory Commission may impose any penalty that it considers to be appropriate in accordance with its general powers.
- iii. Where a case is not designated as a Standard Case and the Charge is admitted or found proved, the Regulatory Commission shall have a discretion to impose any such penalty as it considers appropriate.

**(f) Right of Appeal**

The Participant and the Association will have a right of appeal in respect of the decision of the Regulatory Commission (against the decision and / or penalty ordered). Information regarding the appeals process is set out in the Standard Directions for Appeals against decisions of Regulatory Commissions (see Schedule C).

**(g) Written Reasons**

A request for written reasons in respect of the decision of the Regulatory Commission may be lodged with the Regulatory Commission, in which case the request must be made at the time of verbal notification of the decision. If requested, written reasons will be supplied to parties by 6pm on the third working day following the hearing.

**(h) Representation**

In the event that a Participant wishes to be represented at any hearing of a Regulatory Commission at which a Participant is entitled to be present, this fact, together with the identity of any representative, shall be submitted at the same time as the Reply, as set out in (b) above.

Failure to submit this information within the specified time limit will result in the right to representation being forfeited. The date of any personal hearing that takes place pursuant to these Standard Directions shall be in accordance with the timings set out in these Standard Directions, regardless of the availability or otherwise of the Participant's chosen representative.

(i) **Costs**

Any costs incurred in bringing, or responding to a Charge shall be borne by the party incurring the costs. Any costs incurred in relation to the convening of the Regulatory Commission may be ordered by the Regulatory Commission to be paid by either party.

## Schedule C

### Standard Directions for Appeals against decisions of Regulatory Commissions in relation to:

(A) Incidents on the Field of Play which fall within Law 12, which were not seen by Match Officials, but caught on video (serious foul play, violent conduct, spitting at an opponent or any other person, offensive, insulting or abusive language or gestures), dealt with under the Standard Directions at Schedule A;

or

(B) Incidents of Misconduct on or around the field of play (including the tunnel area), incidents outside the jurisdiction of Match Officials but reported to The Football Association and media comments, dealt with under the Standard Directions at Schedule B;

or

(C) Penalties imposed in respect of 'Dismissals – Claims that the Standard Punishment is Clearly Insufficient' pursuant to:

- paragraph 7 of the Disciplinary Procedures Concerning Field Offences for Players of Clubs of the FA Premier League, Football League, Football Conference (National Division and The FA WSL in FTCM (Section A);
- paragraph 7 of the Disciplinary Procedures Concerning Field Offences for Players of Clubs of the FA Premier League, Football League, Football Conference (National Division and The FA WSL in NFTM (Section B); or
- paragraph 10 of the Disciplinary Procedures Concerning Field Offences for Players associated with teams competing in the Football Conference (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League (together "Steps 2-4") (Section D).

(a) **Criteria**

An appeal may be lodged against the decision of a Regulatory Commission subject to the following criteria:

- (i) For Incidents dealt with under the Standard Directions at Schedule A – an appeal may be lodged only by a Participant and only (i) in the event that the penalty imposed is in excess of three matches; (ii) on the single ground that the penalty imposed is excessive; and (iii) in respect of that part of the suspension in excess of three matches, not accounting for any additional matches included in the penalty as a result of a Player having served a suspension earlier in the same season.
- (ii) For incidents dealt with under the Standard Directions at Schedule B – an appeal may be lodged by either a Participant or The Association on any of the grounds set out at Schedule C, paragraph (d)(vi) below. However, an appeal may not be lodged in order only to challenge the Tariff of Standard Penalties determined by The Association as applicable to Standard Cases.

N.B. In respect of appeals by The Association or by Participants in respect of incidents concerning Participants of Clubs at Steps 2-4, any time limits provided for in this Schedule shall not apply.

- (iii) For appeals against penalties imposed in respect of 'Dismissals – Claims that the Standard Punishment is Clearly Insufficient' – an appeal may be lodged only by a Participant and only (i) in the event that the penalty imposed (in addition to the automatic suspension) is in excess of three matches; (ii) on the single ground that the additional suspension is excessive; and (iii) in respect of that part of the additional suspension in excess of the additional three matches (for example, where a Player is suspended for 8 matches, he may appeal only in respect of the two matches in excess of the three automatic and three additional match suspension).
- (b) **Written Reasons**  
A request for written reasons in respect of the decision of the Regulatory Commission may be lodged with the Regulatory Commission, in which case the request must be made at the time of verbal notification of the decision. In these circumstances written reasons will be supplied to parties by 6pm on the third working day following the Regulatory Commission.
- (c) **Timings**
- (i) *Notification*  
If the Participant or The Association intends to lodge an appeal, The Association must be notified in writing (either by fax 0844 980 0625 or by e-mail [Disciplinary@TheFA.com](mailto:Disciplinary@TheFA.com))
- (a) by 12 noon on the first working day following the Regulatory Commission;  
or
- (b) in cases where written reasons are requested, by 12 noon on the first working day following receipt of the written reasons, i.e. the fourth working day after the Regulatory Commission.
- (ii) *Submissions*  
By 6pm on the first working day following notification of intention to appeal, the Appellant (whether the Club, Player or The Association as appropriate) must provide The Association and the Chairman of the Judicial Panel (or his nominee) with copies of all submissions, evidence and any other relevant material upon which it intends to rely, along with the appropriate appeal fee of £100. If the submissions, evidence and any other relevant material are not submitted within this time limit, they may not be considered by the Appeal Board.
- An appeal shall be by way of a review of documents and oral submissions only and shall not involve a rehearing of the evidence considered by the Regulatory Commission. However, new evidence may be admitted with the permission of the Chairman of the Appeal Board. The Football Regulatory Authority will ensure that all documents relating to the original Regulatory Commission hearing are provided to the Appeal Board.
- (iii) *Responses*  
The Respondent (whether the Club, Player or The Association as appropriate) will have two working days to provide its responses to the appeal submissions, evidence and any other relevant material provided by the Appellant. The responses must be provided to the Appellant and the Appeal Board. Submissions, evidence and any other relevant material not submitted within this time limit may not be considered by the Appeal Board.
- (iv) *Hearing*  
The Appeal Board will hear the appeal at the earliest available opportunity, but, in any case, no earlier than on the second day after submission of responses.

(d) **Appeal Board Procedures**

The following procedures shall be followed at the Appeal Board unless the Appeal Board considers it appropriate to amend them:

- (i) A summary of the matter appealed will be put forward by the Appellant. The Respondent will then put forward a summary of the points to be raised on its behalf;
- (ii) All evidence, of which notice will have been given, to be presented on behalf of the Appellant;
- (iii) All evidence, of which notice will have been given, to be presented on behalf of the Respondent;
- (iv) Each party shall have the opportunity to put questions in respect of the evidence presented by the other party, and the Appeal Board may question parties at any time;
- (v) After the conclusion of the evidence, the Appellant and the Respondent in turn may make closing submissions;
- (vi) The Appeal Board will decide whether the appeal is allowed or dismissed.

Save where otherwise stated, the grounds of appeal available to The Association, shall be that the Regulatory Commission:

- (1) misinterpreted or failed to comply with the rules or regulations relevant to its decision; and/or
- (2) came to a decision to which no reasonable such body could have come and/or
- (3) imposed a penalty, award, order or sanction that was so unduly lenient as to be unreasonable

Save where otherwise stated, the grounds of appeal available to Participants shall be that the Regulatory Commission:

- (1) failed to give the Participant a fair hearing and/or
- (2) misinterpreted or failed to comply with the rules or regulations relevant to its decision; and/or
- (3) came to a decision to which no reasonable such body could have come and/or
- (4) imposed a penalty, award, order or sanction that was excessive

(e) **Decisions**

A decision of the Appeal Board shall be final and binding and there shall be no right of further challenge.

The Appeal Board shall have power to:

- (i) Allow or dismiss the appeal;
- (ii) Increase or decrease the penalty, award or sanction originally imposed;
- (iii) Make such further or other order as it considers appropriate.

(f) **Representation**

A Participant has the right to be present at a hearing of an Appeal Board. A Participant may also be represented at a hearing of an Appeal Board. In the event that a Participant wishes to be represented, this fact, together with the identity of any representative, shall be submitted at the same time as the notification, as set out in (c) above. Failure to submit this information within the specified time limit will result in the right to representation being forfeited.

An Appeal Board may also conduct a hearing on the basis of written submissions only, should the Appellant not wish to be present or represented.

(g) **Costs**

Any costs incurred in bringing, or responding, to an appeal shall be borne by the party incurring the costs. Any costs incurred in relation to the convening of the Appeal Board may be ordered by the Appeal Board to be paid by either party.

## REGULATIONS FOR FOOTBALL ASSOCIATION APPEALS

### COMMENCEMENT OF APPEAL

- 1.1 An appeal shall be commenced by lodging a notice of appeal (“the Notice of Appeal”) with The Association.
- 1.2 The Notice of Appeal shall be lodged within 14 days of the date of notification of the decision appealed against.
- 1.3 In the case of an appeal from a decision of a Regulatory Commission:
- (1) Notification of the intention to appeal shall be made in writing to The Association within 7 days of notification of the decision to be appealed against;
  - (2) the date of notification of the decision shall be the date of the written decision or, if applicable, the date of the written reasons for the decision. In relation to any other decision, the relevant date shall be the date on which it was first announced;
  - (3) set out a statement of the facts upon which the appeal is based;
  - (4) save for where the Appellant is The Football Association, in which case no deposit will be payable, be accompanied by any deposit prescribed by the relevant Rules of The Association or Regulations. Where an appeal is lodged by fax or email or other electronic means, the deposit must be received not later than the third day following the day of despatch of the fax, email or electronic notification (including both the day of despatch and receipt);
  - (5) where appropriate, apply for leave to present new evidence under 2.1 below.
- 1.4 The grounds of appeal available to The Association, shall be that the body whose decision is appealed against:
- (1) misinterpreted or failed to comply with the rules or regulations relevant to its decision; and/or
  - (2) came to a decision to which no reasonable such body could have come and/or
  - (3) imposed a penalty, award, order or sanction that was so unduly lenient as to be unreasonable
- 1.5 The grounds of appeal available to Participants shall be that the body whose decision is appealed against :
- (1) failed to give the appellant a fair hearing and/or
  - (2) misinterpreted or failed to comply with the rules or regulations relevant to its decision; and/or
  - (3) came to a decision to which no reasonable such body could have come and/or
  - (4) imposed a penalty, award, order or sanction that was excessive
- Where an appeal is brought against a decision of a Regulatory Commission by FIFA, UKAD or WADA pursuant to the Doping Regulations, any and all of the appeal grounds set out at Regulations 1.4 and 1.5 above may be relied upon.
- 1.6 Once an appeal has been commenced, it shall not be withdrawn except by leave of the Appeal Board, with such order for costs as the Appeal Board may consider appropriate.

### APPEAL PROCEEDINGS

- 2.1 An Appeal Board shall proceed as set out below.
- 2.2 Reference to a party or parties means:
- (1) the appellant (the “Appellant”); and
  - (2) the respondent (the “Respondent”), which shall be either the Participant and/or The Association in the case of an appeal against a decision of the Regulatory



Commission, or the Affiliated Association or Competition whose decision is appealed against (the "Respondent").

- 2.3 The Association, whether acting as Appellant or Respondent, shall nominate an individual or individuals to represent it before the Appeal Board.
- 2.4 The Respondent shall serve a written reply to the Notice of Appeal (the "Response") on an Appellant and the Appeal Board within 21 days of the lodging of the Notice of Appeal. Where appropriate, the Response must include any application for leave to present new evidence under 2.6 below.
- 2.5 The parties shall be entitled to make oral submissions to the Appeal Board but an appeal shall be by way of a review on documents only, without oral evidence, except where the Appeal Board gives leave to present new evidence under 2.6 below.
- Appeal Board proceedings shall be conducted how, when and where the Appeal Board considers appropriate.
- Reasonable notice shall be given by the Appeal Board of the date, time and venue of the appeal. An Appeal Board shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law.

An Appeal Board shall proceed as follows:

- 2.6 The Appeal Board shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Response, setting out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. Save in exceptional circumstances, the Appeal Board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The Appeal Board's decision shall be final.
- 2.7 The chairman of an Appeal Board may upon the application of a party or otherwise, give any instructions considered necessary for the proper conduct of the proceedings, including but not limited to:
- (1) extending or abridging any time limit;
  - (2) amending or dispensing with any procedural steps set out in these Regulations;
  - (3) instructing that a transcript be made of the proceedings;
  - (4) ordering parties to attend a preliminary hearing;
  - (5) ordering a party to provide written submissions. The decision of the chairman of the Appeal Board shall be final.
- 2.8 The Appeal Board may adjourn a hearing for such period and upon such terms (including an order as to costs) as it considers appropriate.
- 2.9 The Appellant shall prepare a set of documents which shall be provided to the Appeal Board and Respondent at least seven days before the hearing and which shall comprise the following (or their equivalent):
- (1) the Charge;
  - (2) the Reply;
  - (3) any documents or other evidence referred to at the original hearing relevant to the appeal;
  - (4) any transcript of the original hearing;
  - (5) the notification of decision appealed against and where they have been given the reasons for the decision;
  - (6) any new evidence;

(7) the Notice of Appeal;

(8) the Response.

Where the Regulatory Commission or other body appealed against has not stated the reasons for its decision, either

(i) the Appellant shall request written reasons from that body which shall be provided to the Appeal Board; or

(ii) the Appeal Board shall require that a member of the body that made the decision shall attend (in which case, questions may be put by the Appeal Board at a hearing to satisfy itself as to the reasons for the decision. Cross-examination by the Appellant or Respondent shall not be permitted. Representations may be made by the parties to the Appeal Board who may then put questions to the member of the body that made the decision).

2.10 Appeal hearings shall be conducted how, when and where the Appeal Board considers appropriate. Reasonable notice shall be given by the Appeal Board of the date, time and venue of the appeal.

Where an application to present new evidence has been made, the party making the application shall address the Appeal Board in support of the application and the other party may respond; the Appeal Board shall then determine whether or not it will receive the new evidence. The following procedures shall be followed at an appeal hearing unless the Appeal Board thinks it appropriate to amend them:

(1) The Appellant to address the Appeal Board, summarising its case;

(2) Any new evidence to be presented by the Appellant;

(3) The Respondent to address the Appeal Board, summarising its case;

(4) Any new evidence to be presented by the Respondent;

(5) Each party to be able to put questions to any witness giving new evidence;

(6) The Appeal Board may put questions to the parties and any witness giving new evidence at any stage;

(7) The Respondent to make closing submissions;

(8) The Appellant to make closing submissions.

2.11 The Appeal Board shall proceed in the absence of any party, unless it is satisfied that there are reasonable grounds for the failure of the party to attend, and shall do so in such manner as it considers appropriate.

2.12 The Appeal Board may, in the event of a party failing to comply with an order, requirement or instruction of the Appeal Board, take any action it considers appropriate, including an award of costs against the offending party.

### APPEAL BOARD DECISIONS

3.1 A decision, order, requirement or instruction of the Appeal Board shall (save where to be made under the Rules of The Association by the chairman of the Appeal Board alone) be determined by a majority. Each member of the Appeal Board shall have one vote, save that the chairman shall have a second and casting vote in the event of deadlock.

3.2 The Appeal Board shall announce its decision to the parties as soon as practicable in such a manner as it considers appropriate; and unless it directs otherwise, its decision shall come into effect immediately.

3.3 The Appeal Board shall have power to:

(1) allow or dismiss the appeal;

- (2) exercise any power which the body against whose decision the appeal was made could have exercised, whether the effect is to increase or decrease any penalty, award, order or sanction originally imposed;
  - (3) remit the matter for re-hearing;
  - (4) order that any deposit be forfeited or returned as it considers appropriate;
  - (5) make such further or other order as it considers appropriate, generally or for the purpose of giving effect to its decision.
  - (6) Order that any costs, or part thereof, incurred by the Appeal Board be paid by either party or be shared by both parties in a manner determined by the Appeal Board.
- 3.4 Decisions of the Appeal Board shall be final and binding and there shall be no right of further challenge, except in relation to appeals to CAS brought by FIFA or WADA pursuant to the Doping Regulations.

#### OTHER COSTS

- 3.5 Any costs incurred in bringing, or responding to, an appeal shall normally be borne by the party incurring the costs. In exceptional circumstances the Appeal Board may order one party to pay some or all of the other party's costs. Such costs will not include any legal costs. Any applications for such costs must be made at the Appeal Board and must include details of the exceptional circumstances.

#### WRITTEN DECISION

- 3.6 As soon as practicable after the hearing, the Appeal Board shall publish a written statement of its decision, which shall state:
- (1) the names of the parties, the decision(s) appealed against and the grounds of appeal;
  - (2) whether or not the appeal is allowed; and
  - (3) the order(s) of the Appeal Board.
- The written statement shall be signed and dated by the chairman of the Appeal Board and be the conclusive record of the decision.
- 3.7 The Appeal Board shall, upon the request of the Appellant or the Respondent (such request to be received at The Association within three days of the date of the announcement of the decision), give written reasons for the decision.

## FIELD OFFENCES & FAST TRACK

### SECTION A

#### DISCIPLINARY PROCEDURES CONCERNING FIELD OFFENCES in First Team Competitive Matches (FTCM)

For Players and Officials of Clubs of the FA Premier League, Football League, the Football Conference National Division and The FA WSL.

*Note: FTCM are matches in the following competitions: FA Challenge Cup, FA Challenge Trophy, FA Premier League, Football League, Football League Cup, Football League Trophy, the Football Conference and The FA WSL.*

#### 1. MATCH OFFICIALS' REPORTING OF OFFENCES

##### (a) *Caution Offences*

Referees must submit a report to The Association by 12 noon on the day following a match stating the offences and giving a description of the incidents.

##### (b) *Sending Off Offences*

Referees and Assistant Referees must submit a report to The Association by 12 noon on the day following a match stating the offence(s) and giving a description of the incident(s).

(c) If a referee omits to show the appropriate card when taking action against a player, this does not nullify the caution or sending off offence. However, the attention of the Referee should be drawn to the correct procedure.

#### 2. CAUTION OFFENCES - Administration

A Player who has been cautioned in a FTCM, will be notified through his Club by The Association of:

(a) the offence reported by the Referee;

(b) the total number of cautions recorded against the Player under these procedures during the current Season; and

(c) any punishment resulting from the accumulation of these cautions. Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

An administration fee of £10.00 will be charged to the Player through the Club for the cost of processing each report.

#### 3. SENDING OFF OFFENCES - Administration

A Player who has been sent off in a FTCM under the provisions of Law 12 will be notified through his Club by The Association of:

(a) the offence reported by the Referee;

(b) that he will be subject to the standard punishment (see Section 8). Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

An administration fee of £10.00 will be charged for the cost of processing each report.

#### 4. MISTAKEN IDENTITY

(a) If a Player who has been cautioned or sent off in a FTCM claims that he was the victim of mistaken identity in relation to the imposition of such sanction, he may appeal to The Association. The Club on behalf of the Player must, by 1pm of the next working day

following their game, notify The Association in writing (by fax or e-mail - Fax 0844 980 0626 or e-mail [Disciplinary@TheFA.com](mailto:Disciplinary@TheFA.com)) of their intention to submit a claim.

- (b) By 1pm on the second working day following the incident, the Players and Club must submit in writing to The Association the evidence upon which the claim is founded. Where possible, a written statement from the Player responsible for the offence should be supplied. The details must, however, include:
- (i) a signed statement by the Player reported by the Referee that he was not responsible for the offence reported and identifying specifically the name of the person responsible; and
  - (ii) a video and/or DVD of the incident.

The relevant fee for Clubs in each League is as follows:

FA Premier League	£1,500
Football League Championship	£750
Football League 1	£500
Football League 2	£350
Football Conference National Division	£300

The fee is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

- (c) The Claim will be determined based on video and/or DVD and written evidence only. None of the Match Officials nor the Club or Player are entitled to be present or represented at the Regulatory Commission established for such purpose.
- (d) The Players and Club should note that the time limits set out above are strict. Only complete claims submitted before the relevant deadlines will be considered by The Association.
- (e) The Association will empanel a Regulatory Commission to examine the claim, that will consider the matter prior to any suspension being served. The following procedures will be used at a Regulatory Commission unless the Regulatory Commission thinks it appropriate to amend them:
- I. The Secretary of each Regulatory Commission will produce:
    - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
    - (ii) All statements and video and/or DVD and other evidence provided in support of the claim, including details of the Player;
  - II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
  - III.
    - (i) If the Commission's decision is to reject the claim, it will, in every case, go on to consider whether or not the Player's punishment should be increased.
 

If the Commission considers that the rejected claim had no prospect of success and / or amounts to an abuse of process, the Commission shall have the discretion to increase the penalty up to twice the standard punishment set out in this Memorandum.

In all other cases, the Player reported by the Referee shall serve the standard punishment set out in this Memorandum.
    - (ii) If the Commission's decision is that the claim is successful, the standard punishment set out in this Memorandum is transferred from the record of the Player reported by the Referee to the appropriate identified offender, who will serve the standard punishment transferred by the Regulatory Commission.

- IV. The decision will be conveyed to the Secretary of each Regulatory Commission, who will prepare Minutes of the decision of the Regulatory Commission and communicate the decision to the Club that day.
- (f) Should a Club have two FTCMs with no, or insufficient, working days in between for the claim for mistaken identity to be notified, lodged and heard by a Regulatory Commission, the following will apply:
- I. Where there are no working days between two matches and a Club wishes to make a claim for mistaken identity, the Club shall notify The Association by fax and e-mail (using the contact details as set out in (a) hereabove) within 24 hours of the dismissal. If, and only if, this notification is appropriately submitted, the Player will be eligible to play in the second match. Submission of evidence will still be required by 1pm on the second working day as set out in (b) hereabove.
  - II. Where there are insufficient working days between two matches for a Regulatory Commission to decide on a claim for mistaken identity, the timetable for notification and submission as set out in (a) and (b) hereabove will still apply. However, a Player will be eligible to play in matches prior to the decision of the Regulatory Commission, provided the claim for mistaken identity has been appropriately notified.

In respect of these specific circumstances, particular attention should be paid to (e) III (i) hereabove, in respect of claims brought which had no prospect of success or amounted to an abuse of process.

Should a Player play in a match without the appropriate notification having been lodged as set out hereabove, this shall constitute Misconduct (as defined in the Rules of The Association).

- (g) If, despite the fact that evidence clearly shows that there is a case of mistaken identity, a Club does not lodge a claim within the specified time limits, The Association reserves the right within seven days of the alleged misconduct to request a Regulatory Commission to review the matter.
- (h) A Club failing to lodge a claim for mistaken identity may be charged with Misconduct by The Association if there is evidence that the Club sought to gain an advantage by remaining silent on the matter.
- (i) The decision of the Regulatory Commission in relation to claims for mistaken identity is final and binding on all parties and not subject to appeal.
- (j) In the event that a claim is submitted for mistaken identity and wrongful dismissal for the same incident, the matter of mistaken identity will be considered first.

## 5. CLAIMS OF WRONGFUL DISMISSAL

- (a) A Player and his Club may seek to limit the disciplinary consequences of the dismissal of a Player from the Field of Play by demonstrating to The Association that the dismissal was wrongful. In order to demonstrate that a dismissal was wrongful for the purposes of this regulation, the Player and his Club must establish that the Referee made an obvious error in dismissing the Player.
- (b) A claim of wrongful dismissal may be lodged only for on-field offences which result in a sending off, except for two cautions leading to a dismissal.
- (c) The Regulatory Commission that considers a claim of wrongful dismissal is concerned with only the question of whether any sanction of a suspension from play is one which should be imposed in view of the facts of the case. This role is not to usurp the role of the Referee and the dismissal from the Field of Play will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.

- (d) The Club on behalf of the Player must, by 1pm on the next working day following the game, notify The Association in writing (by fax or e-mail - Fax 0844 980 0626 or e-mail Disciplinary@TheFA.com) of their intention to submit a claim. The claim will NOT proceed if this deadline is not met. The evidence upon which the claim is founded (which must include a video and/or DVD recording showing the incident from all available angles), must be submitted by the Player concerned or his Club by 1pm on the second working day following the incident. The relevant fee for clubs in each league is as follows:

FA Premier League	£1,500
Football League Championship	£750
Football League 1	£500
Football League 2	£350
Football Conference National Division	£300

The fee is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

**Important - forfeiture of fee for late withdrawal of a claim.** It should be noted that where a claim is withdrawn after 5pm on the next working day following the game, any fee that has been submitted to The Association in respect of the claim WILL NOT be refunded. If the relevant fee has yet to be paid, the claimant will still be required to pay it to The Association. Failure to pay the fee in these circumstances will result in disciplinary action against the claimant.

Where a claim is withdrawn before the 5pm deadline, if any fee has been submitted, it will be refunded. If the relevant fee has yet to be paid to The Association the claimant will not be required to pay it.

- (e) The Claim will be determined based on video and/or DVD and written evidence only. None of the Match Officials nor the Club or Player are entitled to be present or represented at the Regulatory Commission.
- (f) Players and Clubs should note that the time limits set out above are strict. Only complete claims submitted before the relevant deadlines will be considered by The Association.
- (g) Once the claim is lodged with The Association it will confirm that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria.
- (h) Prior to the commencement of the suspension, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:
- The Commission Secretary will produce:
- I.
    - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
    - (ii) All statements and video and other evidence provided in support of the claim, including details of the Player;
  - II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful. A claim will only be successful where the Commission is satisfied that the Referee made an obvious error in dismissing the Player.
  - III. If the Commission's decision is to reject the claim, it will, in every case, go on to consider whether or not the player's punishment should be increased.
 

If the Commission considers that the rejected claim had no prospect of success and / or amounts to an abuse of process, the Commission shall have the discretion

to increase the penalty up to twice the standard punishment set out in this Memorandum.

In all other cases, the Player reported by the Referee shall serve the standard punishment as set out in this Memorandum. In all cases where a claim is rejected the fee shall be retained.

- IV. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is withdrawn and the fee returned. The dismissal will not be counted for the purposes of paragraph 8(g) below.

The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details.

- (i) Should a Club have two FTCMs with no, or insufficient, working days in between for the claim for wrongful dismissal to be notified, lodged and heard by a Regulatory Commission, the following will apply:

I. Where there are no working days between two matches and a Club wishes to make a claim for wrongful dismissal, the Club shall notify The Association by fax and e-mail (using the contact details as set out in (d) hereabove) within 24 hours of the dismissal. If, and only if, this notification is appropriately submitted, the Player will be eligible to play in the second match. Submission of evidence and the fee will still be required by 1pm on the second working day as set out in (d) hereabove.

II. Where there are insufficient working days between two matches for a Regulatory Commission to decide on a claim for wrongful dismissal, the timetable for notification and submission as set out in (d) hereabove will still apply. However, a Player will be eligible to play in matches prior to the decision of the Regulatory Commission, provided the claim for wrongful dismissal has been appropriately notified.

In respect of these specific circumstances, particular attention should be paid to (h) III. here above, in respect of claims brought which had no prospect of success or amounted to an abuse of process.

Should a Player play in a match without the appropriate notification having been lodged as set out hereabove, this shall constitute Misconduct.

- (j) As a general guide, the following schedule will apply:

Match Day	Notice of Claim	Claim Lodged	Commission
Fri/Sat/Sun	Monday	Tuesday	Thursday

- (k) In the event that a Club submits a notification of their intention to claim wrongful dismissal but fails to complete the claim or withdraws a complete claim prior to it being considered by a Regulatory Commission, and The Association believes that the notification or claim of wrongful dismissal had no prospect of success or amounted to an abuse of process, The Association may issue a charge of misconduct under FA Rule E3.

- (l) The decision of the Regulatory Commission in relation to a claim of wrongful dismissal is final and binding on all parties and is not subject to appeal.

#### DISMISSALS – EXCEPTIONAL CIRCUMSTANCES

Regulations 6 and 7 below are intended to apply only in truly exceptional circumstances. Regulatory Commissions considering cases under these Regulations will be specifically instructed to approach them in this way. It is envisaged that, in the vast majority of dismissals, the standard punishments set out in this Memorandum will be appropriate and will be applied.



The facilities available under Regulations 6 and 7 are provided only so exceptional cases may be rectified. They are not intended to encourage or lead to the systematic, regular review of standard punishments, and are reserved for truly exceptional cases.

## 6. DISMISSALS – CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY EXCESSIVE

- (a) A Player and his Club may in very limited circumstances seek to limit the disciplinary consequences of the dismissal of a Player from the Field of Play by demonstrating to The Association that the circumstances of a particular dismissal were truly exceptional, such that the standard punishment applicable to that dismissal (as set out in section 8 below) would be clearly excessive. A claim cannot be brought under this regulation in respect of any dismissal which is the subject of a claim for wrongful dismissal under Regulation 5 above.
- (b) All players dismissed from the Field of Play shall be subject to at least a one match suspension, save for where a successful claim for wrongful dismissal is brought.
- (c) Claims that the standard punishment is clearly excessive brought under this Regulation may be lodged only for on-field offences which result in a sending off under Law 12(6) (offensive or insulting or abusive language/gestures) 12(1) (violent conduct), 12(2) (serious foul play) or 12(3) (spitting).
- (d) Any Claimant bringing a claim under this Regulation accepts that the sending off was correct according to the Laws of the Game and waives any right to challenge that sending off via a claim for wrongful dismissal under Regulation 5 above or by any other means whatsoever.
- (e) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.
- (f) The Club on behalf of the Player must, by 1pm on the next working day following the game, notify The Association in writing (by fax or e-mail – Fax 0844 980 0626 or e-mail Disciplinary@TheFA.com) of their intention to submit a claim. The claim will NOT proceed if this deadline is not met. The evidence upon which the claim is founded (which must include a video and/ or DVD recording showing the incident from all available angles), must be submitted by the Player concerned or his Club by 1pm on the second working day following the incident. The claim must explain why the case is truly exceptional. The relevant fee for clubs in each league is as follows:

FA Premier League	£1,500
Football League Championship	£750
Football League 1	£500
Football League 2	£350
Football Conference National Division	£300

The fee is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

**Important – forfeiture of fee for late withdrawal of a claim.** It should be noted that where a claim is withdrawn after 5pm on the next working day following the game, any fee that has been submitted to The Association in respect of the claim WILL NOT be refunded. If the relevant fee has yet to be paid, the claimant will still be required to pay it to The Association. Failure to pay the fee in these circumstances will result in disciplinary action against the claimant.

Where a claim is withdrawn before the 5pm deadline, if any fee has been submitted, it will be refunded. If the relevant fee has yet to be paid to The Association, the claimant will not be required to pay it.

- (g) The Claim will be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.
- (h) Players and Clubs should note that the time limits set out above are strict. Only complete claims submitted before the relevant deadlines will be considered by The Association.
- (i) Once the claim is lodged with The Association it will confirm that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria.
- (j) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:

The Commission Secretary will produce:

- I.
  - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
  - (ii) All statements and video and other evidence provided in support of the claim, including details of the Player;
- II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
- III. A claim will only be successful under this Regulation where a Claimant satisfies the Commission so that it is sure that –
  - (a) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
  - (b) As a result of the truly exceptional circumstances the standard punishment would be clearly excessive.
- IV. In considering the matters at III above, the Commission shall have regard to:
  - (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
  - (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
  - (c) Where applicable, the level of force used;
  - (d) Any injury to an opponent caused by the dismissal offence;
  - (e) Any other impact on the game in which the dismissal occurred;
  - (f) The prevalence of the type of offence in question in football generally;
  - (g) The wider interests of football in applying consistent punishments for dismissal offences.
- V. If the Commission's decision is to reject the claim, it will, in every case, go on to consider whether or not the Player's punishment should be increased. If the Commission considers that the rejected claim had no prospect of success and/or amounts to an abuse of process, the Commission shall have the discretion to increase the penalty up to twice the standard punishment set out in this Memorandum.

In all other cases where a claim is rejected, the Player reported by the Referee shall serve the standard punishment as set out in this Memorandum. In all cases where a claim is rejected the fee shall be forfeited.

- VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is withdrawn.

The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal. This shall be in all cases a suspension of at least one match.

In deciding on such punishment, the Commission shall have regard to:

- (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
- (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to an opponent caused by the dismissal offence;
- (e) Any other impact on the game in which the dismissal occurred;
- (f) The prevalence of the type of offence in question in football generally;
- (g) The wider interests of football in applying consistent punishments for dismissal offences.

The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details. The fee shall be returned to the Club.

- (k) As a general guide, the following schedule will apply:

Match Day	Notice of Claim	Claim Lodged	Commission
Fri/Sat/Sun	Monday	Tuesday	Thursday

- (l) In the event that a Club submits a notification of their intention to claim but fails to complete the claim or withdraws a complete claim prior to it being considered by a Regulatory Commission, and The Association believes that the notification or claim had no prospect of success or amounted to an abuse of process, The Association may issue a charge of misconduct under FA Rule E3.
- (m) The decision of the Regulatory Commission in relation to a claim under this Regulation is final and binding on all parties and is not subject to appeal.

## 7. DISMISSALS - CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY INSUFFICIENT

- (a) All players dismissed from the Field of Play shall be subject to at least a one match suspension, save only for where a successful claim for wrongful dismissal is brought.
- (b) The Association may seek to increase the disciplinary consequences of the dismissal of a Player from the Field of Play, where The Association is satisfied that the standard punishment that would otherwise apply following the dismissal is clearly insufficient.
- (c) Claims may be brought under this Regulation only for on-field offences which have resulted in a sending off under Law 12(1) (violent conduct), Law 12(2) (serious foul play) or Law 12(3) (spitting).
- (d) Where The Association brings such a claim, a Referee's report showing that a Player was dismissed for violent conduct under Law 12(1), serious foul play under Law 12(2) or spitting under Law 12(3) shall be conclusive evidence that the player has breached the relevant Law and shall not be subject to challenge, save for where any such dismissal is subject to a claim for wrongful dismissal.

- (e) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.
- (f) Claims brought under this Regulation must be brought by 1pm on the second working day following the game in which the relevant dismissal occurred. Such a claim must include the evidence upon which the claim is founded (which must include the Referee's report and a video and/or DVD recording showing the incident from all available angles).
- (g) A Player must submit any Reply to the claim, including all evidence in support of that response, by 6pm on the second working day following the issue of the claim. If no Reply is received by The Association, the Commission shall consider the claim as if it had been denied by the Player.
- (h) Claims brought under this Regulation shall be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.
- (i) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:
- The Commission Secretary will produce:
- I.
    - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
    - (ii) All statements and video and other evidence provided in support of the claim.
    - (iii) The Reply and all evidence and submissions provided by the Player in response to the claim.
  - II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
  - III. A claim will only be successful under this Regulation where The Association satisfies the Commission so that it is sure that:
    - (i) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
    - (ii) The standard punishment would be clearly insufficient.
  - IV. In considering the matters at III above, the Commission shall have regard to:
    - (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
    - (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
    - (c) Where applicable, the level of force used;
    - (d) Any injury to an opponent caused by the dismissal offence;
    - (e) Any other impact on the game in which the dismissal occurred;
    - (f) The prevalence of the type of offence in question in football generally;

(g) The wider interests of football in applying consistent punishments for dismissal offences.

V. If the Commission's decision is to reject the claim, it shall deliberate no further on the claim and the Player shall serve the standard punishment.

VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is set aside.

The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal.

In deciding on such punishment, the Commission shall have regard to the matters at 7(i)IV above.

Any punishment imposed by the Commission shall be limited to a suspension from playing a specified number of matches in addition to the standard punishment ordinarily applicable to the relevant dismissal. The Commission shall not impose any other punishment on the Player.

The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details.

(j) As a general guide, the following schedule will apply:

Match Day	Notice and Evidence of Claim	Reply	Commission
Fri/Sat/Sun	Tuesday	Thursday	Friday

(k) The decision of the Regulatory Commission in relation to a claim under this regulation shall be subject to appeal only (i) in the event that the penalty imposed (in addition to the ordinarily applicable standard punishment) is in excess of three matches; (ii) on the single ground that the additional suspension is excessive; and (iii) in respect of that part of the additional suspension in excess of the additional three matches (for example, where a Player is suspended for 8 matches following a dismissal for violent conduct, he may appeal only in respect of the two matches in excess of the three standard and three additional match suspension). Appeals under this Regulation shall proceed pursuant to Schedule C (Standard Directions for Appeals against decisions of Regulatory Commissions).

## 8. PUNISHMENTS – Relating to First Team Competitive Matches

### (a) CAUTIONS ADMINISTERED ON THE FIELD OF PLAY

(i) If a Player accumulates five cautions in FTCM between the opening day of the Playing Season and 31 December (including any FTCM played on that day) in the same Season, he will be suspended automatically for a period covering: -

*One First Team Match*

(ii) If a Player accumulates five cautions in FTCM between the opening day of the Playing Season and the last day of the same Season, he will be: -

*“Warned as to his Future Conduct”*

(iii) A Player who has already been subject to disciplinary action as a result of receiving five cautions and then proceeds to receive a further five cautions during the same Season, will be subject to the following punishments: -

(iv) If a Player accumulates ten cautions in FTCM between the opening day of the Playing Season and the second Sunday of April in the same Season, he will be suspended automatically for a period covering:-

*Two First Team matches*

If in the final match before the second Sunday of April a player accumulates his tenth caution in FTCM since the opening day of the Playing season and then

receives a second caution in the same match and consequently is dismissed, the player will be suspended automatically for a period covering Two First Team Matches. This two match suspension will automatically apply in such cases, instead of the one match automatic suspension which would otherwise apply to a player who is sent off for receiving two cautions in the same match.

- (v) If a Player accumulates ten cautions in FTCM between the opening day of the Playing Season and the last day of the same Season, he will be: -

*“Severely Censured and Warned as to his future Conduct”*

- (vi) If a Player accumulates 15 cautions in FTCM between the opening date of the Playing Season and the last day of the same Season, he will be suspended automatically for a period covering:-

*Three First Team matches*

- (vii) A Player who has already been subject to disciplinary action as a result of receiving five, ten and 15 cautions, and who goes on to receive 20 cautions in FTCM in the same Season, shall be required to attend a meeting of a Regulatory Commission, within seven days of the date of the last caution. The Members of a Regulatory Commission will have the power to deal with the Player in such manner as they deem fit. The same procedure will apply for every further five cautions received by that Player.
- (viii) Any period of suspension arising from cautions will commence forthwith. The suspension will cover all approved First Team matches until such time as his Club's First Team has completed the number of matches appropriate to the punishment in approved Competitions during the period covered by its opening league match and ending with the final match in which the Club is playing in an approved domestic Competition.
- (ix) Any period of suspension or part thereof which remains outstanding at the end of a Season must be served at the commencement of the next following Season.
- (b) **PLAYERS SENT OFF UNDER LAW 12 (7)**  
Subject to the provision of 8(a)(iv) above, player who is dismissed from the Field of Play for receiving a second caution in the same match will be suspended automatically from FTCM forthwith until his Club's First Team has completed its next FTCM.
- (c) **PLAYERS SENT OFF UNDER LAW 12 (4) and (5)**  
A Player who is dismissed from the Field of Play for denying a goal or an obvious goalscoring opportunity by physical means or by handling the ball, will be suspended automatically from FTCM commencing forthwith, until such time as his Club has completed its next FTCM.
- (d) **PLAYERS SENT OFF UNDER LAW 12 (6)**  
A Player who is dismissed from the Field of Play for using offensive or insulting or abusive language/gestures, whether he has previously been cautioned in the match or not, will be suspended automatically from FTCM commencing forthwith, and until such time as his Club's First Team has completed its next two FTCM.
- (e) **PLAYERS SENT OFF UNDER LAW 12 (1), (2) AND (3)**  
A Player who is dismissed from the Field of Play for Violent Conduct, Serious Foul Play or spitting at an opponent or any other person, whether he has previously been cautioned in the match or not, will be suspended automatically from all Club football, except for any match sanctioned or regarded by The Football Association as a Friendly Match, including non-First Team matches commencing forthwith and until such time as his Club's First Team has completed its next three matches in approved Competitions.

## (f) PLAYERS SENT OFF – COMMENCEMENT AND PERIOD OF SUSPENSION

Any period of suspension arising from a dismissal from the Field of Play will commence forthwith, unless a claim has been lodged in accordance with Sections 4 or 5 above.

## (g) Players dismissed from the Field of Play in a FTCM, having previously in the same season been sent off in a FTCM (or suspended under the Standard Directions set out in Schedule A in these Regulations for an incident in a FTCM), will be suspended for one extra match for each such previous sending off or suspension, in addition to the automatic suspension applicable to the dismissal.

For the purposes of this regulation a previous dismissal in a non FTCM will only be taken into account where it was for violent conduct, serious foul play or spitting.

## (h) OUTSTANDING SUSPENSIONS

Any suspension or part thereof which remains outstanding at the end of a Season resulting from these Disciplinary Procedures, must be served at the commencement of the next Season within the terms of these Disciplinary Procedures [Section 8 (a) to (g)].

## (i) PLAYERS MOVING BETWEEN CLUBS

Where a Player moves between Clubs at a time when he is subject to a suspension from playing resulting from either these Disciplinary Procedures or any charge of Misconduct, the following shall apply –

- (a) Until the Player moves, the suspension shall be served by reference to matches completed by the Club that the Player moves from;
- (b) Where the Club that the player moves to competes at the same level as the Club that the player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to matches completed by the Club that the Player moves to;
- (c) Where the Club that the player moves to competes at a different level from the Club that the player moves from, any remaining period of suspension at the time that the Player moves shall continue to be served by reference to matches completed by the Club that the Player moves from.

For the purposes of this section, Clubs compete at three different levels. Each level is comprised as follows –

- (i) The Premier League, Football League and Football Conference (National);
- (ii) The Football Conference (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;
- (iii) Steps 5 to 7 of the National League System, or any other league outside of the National League System which operates a match-based disciplinary system.

This section applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of the Association, however they occur.

This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club that the Player moves to.

## (j) RULE E1 OF THE ASSOCIATION

A charge of Misconduct (as defined in and) pursuant to Rule E1 of the Rules of The Association may be brought against a Player in relation to an incident whether or not the same incident has been dealt with by the referee and/or pursuant to this Memorandum. In deciding whether or not to bring a charge under this regulation, The Association will have particular (but not exclusive) regard to the following:

- (a) Any applicable Law(s) of the Game or Rules and Regulations or FIFA instructions and/or guidelines;

- (b) The nature of the incident, and in particular any intent, recklessness, negligence or other state of mind of the Player;
  - (c) Where applicable, the level of force used;
  - (d) Any injury to any Participant caused by the incident;
  - (e) Any other impact on the game in which the incident occurred;
  - (f) The prevalence of the type of incident in question in football generally;
  - (g) The wider interests of football in applying consistent sanctions.
- A Regulatory Commission considering a charge under Rule E1 in such circumstances shall have regard to any punishment imposed under this Memorandum for the same incident when considering any punishment under Regulation 8.1 (Penalties) of the Regulations for Football Association Disciplinary Action.
- (k) **PAYMENT TO PLAYERS UNDER SUSPENSION**  
Clubs must not pay a Player more than his basic wage as declared to The Association in the contract during the period of a suspension.
  - (l) **CLUBS IMPOSING FINES**  
Clubs may fine Players for on-field offences under their employment contract. If a Club does impose such a fine it must notify The Association within 14 days of the details. Clubs are required to submit a nil return for any offence under the Field Discipline Guide-Lines issued by the Professional Football Negotiating Consultative Committee (PFNCC) for which a Player was not fined.
  - (m) **RE-ARRANGED MATCHES**  
A Regulatory Commission has discretionary power to rule that a match shall not count towards the completion of a suspension if it is satisfied that the game has been arranged by the Club with a view to enabling a Player to complete his suspension.
  - (n) **COLLECTION OF ADMINISTRATION FEES**  
It will be the responsibility of the Club Secretary to collect the £10.00 administration fees from the Players concerned and forward them to The Association when requested so to do.
  - (o) **DEFINITION**  
References to "video" material shall include not just video tape but all and any other audio visual material requested by, or used by, a Regulatory Commission.

## 9. DISCIPLINARY ACTION AGAINST CLUBS FOR MISCONDUCT BY THEIR PLAYERS

- (a) Any Club that has six or more individual Players cautioned or dismissed from the Field of Play in the same match will be offered a Standard Punishment according to the following table on the first occasion that this happens during the Season:

LEAGUE/DIVISION	FINE
FA Premier League	£25,000
Football League Championship	£5,000
Football League 1	£2,500
Football League 2	£1,000
Football Conference National Division	£750

- (b) For each successive occasion that this happens in the same Season, the Standard Punishment offered will be a fine that is double and then treble etc. the above amount.

All clubs offered a Standard Punishment may either accept it or request the opportunity to mitigate the punishment at a personal hearing before a Regulatory Commission. Following such mitigation the Regulatory Commission may impose, decrease or increase the Standard Punishment as it thinks fit.



- (c) Any Club whose players accumulate a total number of Penalty Points in First Team Competitive Matches between the start of the Season and 31 December (including any First Team Competitive Match played on that day) which is 40% or more above the median number of points per game average in the same League, will be required to appear before the Regulatory Commission to explain the players' conduct.

Following such explanation, the Regulatory Commission may order that a visit be made to the Club by representatives of The Association and/or PGM0 or other appropriate body, in order to discuss and/or offer advice on the Club's disciplinary record.

Any Club whose players accumulate a total number of Penalty Points in First Team Competitive Matches during the whole Season which is 40% or more above the median number of points per game average in the same League, will be required to appear before the Regulatory Commission to explain the players' conduct.

If the Club cannot provide a reasonable explanation for such occurrence, the Club will be liable to be warned and/or fined up to £100,000 (FA Premier League clubs), £50,000 (Football League Championship clubs), £25,000 (Football League 1 clubs), £12,500 (Football League 2 clubs) or £6,000 (Football Conference National Division clubs) for having permitted its Players to breach, or not having prevented its Players from breaching, the Laws of the Game in contravention of Rule E1(a) of The Association.

Where any Club's players accumulated a total number of Penalty Points which is between 40% and 50% (inclusive) above the median number of points per game average in the same League, any fine will normally be suspended in whole or in part for a period of one year, unless the Regulatory Commission determines that this is not appropriate, in which case it will be imposed immediately.

Where any Club's players accumulated a total number of Penalty Points which is more than 50% above the median number of points per game average in the same League, any fine will normally be imposed immediately, unless the Regulatory Commission determines that this is not appropriate, in which case it will be suspended in whole or in part for a period of one year.

In addition, the Regulatory Commission shall be entitled to order the Club to pay the cost of the Hearing to The Association. Any action taken by the Club to discipline its Players under Section 8(k) will be taken into consideration by the Regulatory Commission in its findings.

Any Club required to appear before a Regulatory Commission under this regulation must ensure that its first team manager and one of its Directors or Committee members attend the hearing.

- (d) In calculating the number of points accumulated in a Season, for the purposes of this Memorandum, the following scale will apply for each:

Recorded cautions	-	4 Points
Sending off under Law 12 (4)(5) & (7)	-	10 Points
Sending off under Law 12 (1)(2)(3) & (6)	-	12 Points

Where any sending off is subject to a successful claim for wrongful dismissal, no points shall be added to a Club's accumulated points total in respect of it.

- (e) Proceeds of fines imposed under this Section of the Disciplinary Procedures shall be disbursed as decided by The Association.
- (f) A Club required to appear before a Regulatory Commission under this provision of the Memorandum shall be represented by at least one of its Directors and the Manager.
- (g) The Association may prefer a Charge against a Club at any time during the Season arising from Field Offences committed by players of the Club. All records will also be subject to interim review as at the 31st October annually. Clubs may be ordered to attend a Regulatory Commission to discuss a record that is deemed to be poor at that stage of the Season.

**SECTION B****DISCIPLINARY PROCEDURES CONCERNING FIELD OFFENCES in Non-First Team Matches (NFTM)**

For Players associated with FA Premier League, Football League and Football Conference (National) Clubs

1. **REPORTING OF OFFENCES BY MATCH OFFICIALS** in all matches apart from those played in the FA Premier League, Football League, Football Conference (National), Football League Cup, FA Challenge Cup, FA Challenge Trophy, Football League Trophy and Play-offs (NFTM) and any match sanctioned or regarded by The Football Association as a Friendly Match.

FA Misconduct – Steps 1 (Conference National) and above.

Non First team misconduct dealt with by The Football Association will be limited to all Male open aged teams, Under 19s, Under 18s and Academy teams. All other cases will be dealt with by the Parent County Football Association of the Club.

- (a) **Caution Offences**  
Referees must submit to The Association within two days of the match (Sundays not included) a Report stating the offences and giving a description of the incidents.
- (b) **Sending Off Offences**  
Referees and Assistant Referees must submit to The Association within two days of the match (Sundays not included) a Report stating the offence(s) and giving a description of the incident(s).
- (c) If a referee omits to show the appropriate card when taking action against a player, this does not nullify the caution or sending off offence. However, the attention of the Referee should be drawn to the correct procedure.

2. **CAUTION OFFENCES**

A player who has been cautioned in a NFTM, will be notified through his Club by The Association of the offence reported by the Referee, the total number of cautions recorded against the player under these procedures during the current Season and at the same time, will be advised of any punishment resulting from the accumulation of these cautions. An administration fee of £10.00 will be charged for the processing of each report. Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

3. **SENDING OFF OFFENCES**

A player who has been sent off in a NFTM under the provisions of Law 12 will be notified through his Club by The Association of the offence reported by the Referee, and at the same time advised that he will be subject to the agreed standard punishment (see Section 8). An administration fee of £10.00 will be charged for the processing of each report. Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

4. **CLAIMS OF MISTAKEN IDENTITY**

In the case of a claim of alleged mistaken identity concerning a player cautioned or sent off in a NFTM, the PLAYERS concerned and the CLUB must within three working days of the

match submit in writing to The Football Regulatory Authority particulars upon which the claim is founded, including the right to claim Wrongful Dismissal. If The Football Regulatory Authority is satisfied that the claim warrants further investigation, a Regulatory Commission shall be convened and will meet within the 14 days before any automatic penalty is due to take effect. If the members of the appointed Regulatory Commission are satisfied that mistaken identity has been proved in a case, the record of the offence will be transferred to the appropriate offender, who will be subject to disciplinary action in accordance with the provisions of the current Procedures.

The relevant fee is **£1,500 for FA Premier League Clubs, £750 for Football League Championship Clubs, £500 for Football League 1 Clubs, £350 for Football League 2 Clubs and £300 for Football Conference (National) Clubs**, which is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

#### 5. CLAIMS OF WRONGFUL DISMISSAL.

In the case of a claim of wrongful dismissal for offences with a penalty imposed under the Laws of the Game of an immediate dismissal (this excludes Law S6, the use of offensive or insulting or abusive language/gestures as well as Law S7 – receiving a second caution in the same match), evidence upon which the claim is founded, which must include a video and/or DVD recording showing the incident, must be submitted by the Player concerned and his Club, and **MUST** be received by The Football Association by the close of business of the third **working** day following the match (as below). An indication by fax (0844 980 0626) or e-mail (disciplinary@thefa.com) on the first working day following the game is required to alert The Football Regulatory Authority that a claim is to be submitted.

Saturday	-	Wednesday
Sunday	-	Wednesday
Monday	-	Thursday
Tuesday	-	Friday
Wednesday	-	Monday
Thursday	-	Tuesday
Friday	-	Wednesday

*(If Bank Holidays fall within the period, the appropriate number of extra days will be made available.)*

Once the claim is lodged with The Football Association it will confirm that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria. The Club will then be advised whether the claim has been accepted or not.

An accepted claim is placed before a Regulatory Commission, to which the Club, Player and Match Officials will NOT be invited to attend. They will be dealing only with the level of punishment, the dismissal from the Field of Play will always remain on the record of the Club and the Player and be the subject of the administration fee.

The only decisions available to the members of the Regulatory Commission are:-

- (i) The punishment will remain with the fee to become payable;
- (ii) Only where the Commission is satisfied that the Referee made an obvious error in dismissing the Player, the punishment will be withdrawn, no fee will be payable and that Section 8(f) of the procedure will not be invoked if the player is sent off again following the offence.

The relevant fees for players associated with **FA Premier League Clubs is £1,500, Football League Championship Clubs is £750, Football League 1 Clubs is £500, Football League 2 Clubs is £350 and Football Conference (National) Clubs is £300** and is only to become payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

#### **DISMISSALS – EXCEPTIONAL CIRCUMSTANCES**

Regulations 6 and 7 below are intended to apply only in truly exceptional circumstances. Regulatory Commissions considering cases under these Regulations will be specifically instructed to approach them in this way. It is envisaged that, in the vast majority of dismissals, the standard punishments set out in this Memorandum will be appropriate and will be applied.

The facilities available under Regulations 6 and 7 are provided only so exceptional cases may be rectified. They are not intended to encourage or lead to the systematic, regular review of standard punishments, and are reserved for truly exceptional cases.

#### **6. DISMISSALS – CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY EXCESSIVE**

- (a) A Player and his Club may in very limited circumstances seek to limit the disciplinary consequences of the dismissal of a Player from the Field of Play by demonstrating to The Association that the circumstances of a particular dismissal were truly exceptional, such that the standard punishment applicable to that dismissal (as set out in section 8 below) would be clearly excessive. A claim cannot be brought under this regulation in respect of any dismissal which is the subject of a claim for wrongful dismissal under Regulation 5 above.
- (b) All players dismissed from the Field of Play shall be subject to at least a one match suspension, save for where a successful claim for wrongful dismissal is brought.
- (c) Claims that the standard punishment is clearly excessive brought under this Regulation may be lodged only for on-field offences which result in a sending off under Law 12(6) (offensive or insulting or abusive language/gestures) 12(1) (violent conduct), 12(2) (serious foul play) or 12(3) (spitting).
- (d) Any Claimant bringing a claim under this Regulation accepts that the sending off was correct according to the Laws of the Game and waives any right to challenge that sending off via a claim for wrongful dismissal under Regulation 5 above or by any other means whatsoever.
- (e) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.
- (f) The Club on behalf of the Player must, on the next working day following the game, notify The Association in writing (by fax or e-mail – Fax 0844 980 0626 or e-mail Disciplinary@TheFA.com) of their intention to submit a claim. The claim will NOT proceed if this deadline is not met. The evidence upon which the claim is founded (which must include a video and/or DVD recording showing the incident from all available angles), must be submitted by the Player concerned or his Club by the close of business of the third working day following the incident. The claim must explain why the case is truly exceptional. The relevant fee for clubs in each league is as follows:

FA Premier League	£1,500
Football League Championship	£750

Football League 1	£500
Football League 2	£350
Football Conference National Division	£300

The fee is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

- (g) The Claim will be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.
- (h) Players and Clubs should note that the time limits set out above are strict. Only complete claims submitted before the relevant deadlines will be considered by The Association.
- (i) Once the claim is lodged with The Association it will confirm that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria.
- (j) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:
- The Commission Secretary will produce:
- I.
    - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
    - (ii) All statements and video and other evidence provided in support of the claim, including details of the Player;
  - II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
  - III. A claim will only be successful under this Regulation where a Claimant satisfies the Commission so that it is sure that –
    - (a) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
    - (b) As a result of the truly exceptional circumstances the standard punishment would be clearly excessive.
  - IV. In considering the matters at III above, the Commission shall have regard to:
    - (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
    - (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
    - (c) Where applicable, the level of force used;
    - (d) Any injury to an opponent caused by the dismissal offence;
    - (e) Any other impact on the game in which the dismissal occurred;
    - (f) The prevalence of the type of offence in question in football generally;
    - (g) The wider interests of football in applying consistent punishments for dismissal offences.
  - V. If the Commission's decision is to reject the claim, it will, in every case, go on to consider whether or not the Player's punishment should be increased. If the Commission considers that the rejected claim had no prospect of success and/

or amounts to an abuse of process, the Commission shall have the discretion to increase the penalty up to twice the standard punishment set out in this Memorandum.

In all other cases where a claim is rejected, the Player reported by the Referee shall serve the standard punishment as set out in this Memorandum. In all cases where a claim is rejected the fee shall be forfeited.

- VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is withdrawn.

The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal. This shall be in all cases a suspension of at least one match.

In deciding on such punishment, the Commission shall have regard to:

- (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
- (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to an opponent caused by the dismissal offence;
- (e) Any other impact on the game in which the dismissal occurred;
- (f) The prevalence of the type of offence in question in football generally;
- (g) The wider interests of football in applying consistent punishments for dismissal offences.

The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details. The fee shall be returned to the Club.

- (k) As a general guide, the following schedule will apply:

Match Day	Notice of Claim	Claim Lodged
Fri/Sat/Sun	Monday	Wednesday

- (l) In the event that a Club submits a notification of their intention to claim but fails to complete the claim or withdraws a complete claim prior to it being considered by a Regulatory Commission, and The Association believes that the notification or claim had no prospect of success or amounted to an abuse of process, The Association may issue a charge of misconduct under FA Rule E3.
- (m) The decision of the Disciplinary Commission in relation to a claim under this Regulation is final and binding on all parties and is not subject to appeal.

#### 7. DISMISSALS - CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY INSUFFICIENT

- (a) All players dismissed from the Field of Play shall be subject to at least a one match suspension, save only for where a successful claim for wrongful dismissal is brought.
- (b) The Association may seek to increase the disciplinary consequences of the dismissal of a Player from the Field of Play, where The Association is satisfied that the standard punishment that would otherwise apply following the dismissal is clearly insufficient.
- (c) Claims may be brought under this Regulation only for on-field offences which have resulted in a sending off under Law 12(1) (violent conduct), Law 12(2) (serious foul play) or Law 12(3) (spitting).
- (d) Where The Association brings such a claim, a Referee's report showing that a Player was dismissed for violent conduct under Law 12(1), serious foul play under Law 12(2) or spitting

under Law 12(3) shall be conclusive evidence that the player has breached the relevant Law and shall not be subject to challenge, save for where any such dismissal is subject to a claim for wrongful dismissal.

- (e) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.
- (f) Claims brought under this Regulation must be brought by 1pm on the second working day following the game in which the relevant dismissal occurred. Such a claim must include the evidence upon which the claim is founded (which must include the Referee's report and a video and/or DVD recording showing the incident from all available angles).
- (g) A Player must submit any Reply to the claim, including all evidence in support of that response, by 6pm on the second working day following the issue of the claim. If no Reply is received by The Association, the Commission shall consider the claim as if it had been denied by the Player.
- (h) Claims brought under this Regulation shall be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.
- (i) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:

The Commission Secretary will produce:

  - I.
    - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
    - (ii) All statements and video and other evidence provided in support of the claim.
    - (iii) The Reply and all evidence and submissions provided by the Player in response to the claim.
  - II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
  - III. A claim will only be successful under this Regulation where The Association satisfies the Commission so that it is sure that:
    - (i) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
    - (ii) The standard punishment would be clearly insufficient.
  - IV. In considering the matters at III above, the Commission shall have regard to:
    - (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
    - (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
    - (c) Where applicable, the level of force used;
    - (d) Any injury to an opponent caused by the dismissal offence;

- (e) Any other impact on the game in which the dismissal occurred;
- (f) The prevalence of the type of offence in question in football generally;
- (g) The wider interests of football in applying consistent punishments for dismissal offences.
- V. If the Commission's decision is to reject the claim, it shall deliberate no further on the claim and the Player shall serve the standard punishment.
- VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is set aside.
- The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal.
- In deciding on such punishment, the Commission shall have regard to the matters at 7(i)IV above.
- Any punishment imposed by the Commission shall be limited to a suspension from playing a specified number of matches in addition to the standard punishment ordinarily applicable to the relevant dismissal. The Commission shall not impose any other punishment on the Player.
- The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details.
- (j) As a general guide, the following schedule will apply:
- | Match Day   | Notice and Evidence of Claim | Reply    | Commission |
|-------------|------------------------------|----------|------------|
| Fri/Sat/Sun | Tuesday                      | Thursday | Friday     |
- (k) The decision of the Regulatory Commission in relation to a claim under this Regulation shall be subject to appeal only (i) in the event that the penalty imposed (in addition to the ordinarily applicable standard punishment) is in excess of three matches; (ii) on the single ground that the additional suspension is excessive; and (iii) in respect of that part of the additional suspension in excess of the additional three matches (for example, where a Player is suspended for 8 matches following a dismissal for violent conduct, he may appeal only in respect of the two matches in excess of the three standard and three additional match suspension). Appeals under this Regulation shall proceed pursuant to Schedule C (Standard Directions for Appeals against decisions of Regulatory Commissions).

## 8. PUNISHMENTS – RELATING TO NON-FIRST TEAM MATCHES.

### (a) CAUTIONS ADMINISTERED ON THE FIELD OF PLAY

- (i) If a player accumulates five cautions in NFTM between the opening day of the Playing Season and 31 December (including any NFTM played on that day) in the same Season, he will be suspended automatically for a period covering: -

#### One Match

- (ii) If a player accumulates five cautions in NFTM between the opening day of the Playing Season and the last day of the same Season, he will be: -

#### “Warned as to his Future Conduct”

- (iii) A player who has already been subject to disciplinary action as a result of receiving five cautions and then goes on to receive a further five cautions during the same Season, will be subject to the following punishments: -
- (iv) If a player accumulates ten cautions in NFTM between the opening day of the Playing Season and the second Sunday of April in the same Season, he will be suspended automatically for a period covering: -



If, in the final match before the second Sunday of April, a player accumulates his tenth caution in NFTM since the opening day of the Playing season, and then receives a second caution in the same match and consequently is dismissed, the player will be suspended automatically from all NFTM commencing on the 14th day following the match in which he was sent off, until such time as THE CLUB has completed two matches in the competition as decided by The Football Association. This two match suspension will automatically apply in such cases, instead of the one match automatic suspension which would otherwise apply to a player who is sent off for receiving two cautions in the same match.

#### Two Matches

- (v) If a player accumulates ten cautions in NFTM between the opening day of the Playing Season and the last day of the same Season, he will be: -

#### “Severely Censured and Warned as to his future Conduct”

- (vi) If a player accumulates 15 cautions in NFTM between the opening date of the Playing Season and the last day of the same Season, he will be suspended automatically for a period covering: -

#### Three Matches

- (vii) A player who has already been subject to disciplinary action as a result of receiving five, ten and 15 cautions, and who goes on to receive 20 cautions in NFTM in the same Season, shall be required to attend a meeting of a Regulatory Commission, within 14 days of the date of the last caution. The members of a Regulatory Commission shall have the power to deal with the player in such manner as they deem fit. The same procedure will apply for every further five cautions received by a player.
- (viii) Any period of suspension arising from cautions shall commence on the 14th day following the date of his last offence. The suspension will cover all matches (excluding The FA Premier League, The Football League, The Football Conference (National), Football League Cup, FA Challenge Cup, FA Challenge Trophy, Football League Trophy and Play-offs and any match sanctioned or regarded by The Football Association as a Friendly Match) until such time as THE CLUB has completed the number of matches appropriate to the punishment in the competition as decided by The Football Association during the period covered by the date of the opening match in The FA Premier League or The Football League or The Football Conference (National) and ending with the final match in which THE CLUB is playing in a competition sanctioned by The Football Association or an affiliated County Association.
- (ix) Any period of suspension or part thereof which remains outstanding at the end of a Season must be served at the commencement of the next following Season.

#### (b) PLAYERS SENT OFF UNDER LAW 12 (1), (2) and (3)

A Player who is dismissed from the Field of Play for Violent Conduct, Serious Foul Play or spitting at an opponent or any other person, whether he has previously been cautioned in the match or not, will be suspended automatically from all Non-First Team matches commencing on the 14th day following the match in which he was sent off until such time as his Club has completed its next three matches in approved Competitions.

#### (c) PLAYERS SENT OFF UNDER LAW 12 (7)

Subject to the provision of 8(a) (iv) above, a player who is dismissed from the Field of Play for receiving a second caution in the same match will be suspended automatically from all Non-First Team Matches commencing on the 14th day following the match in which he was sent off, until such time as THE CLUB has completed one match in the competition as decided by The Football Association.

## (d) PLAYERS SENT OFF UNDER LAW 12 (4) and (5)

A player who is dismissed from the Field of Play for denying a goal or an obvious goal scoring opportunity by physical means or by handling the ball, will be suspended automatically from all Non-First Team Matches commencing on the 14th day following the match in which he was sent off, until such time as THE CLUB has completed one match in the competition as decided by The Football Association.

## (e) PLAYERS SENT OFF UNDER LAW 12 (6)

A player who is dismissed from the Field of Play for using offensive or insulting or abusive language/gestures whether he has previously been cautioned in the match or not, will be suspended automatically from all Non-First Team Matches commencing on the 14th day following the match in which he was sent off, until such time as THE CLUB has completed two matches in the competition as decided by The Football Association.

## (f) PLAYERS SENT OFF UNDER LAW 12 (1), (2), (3), (4), (5), (6) and (7) above.

The terms of the suspension will be from all Non-First Team matches (excluding The FA Premier League, The Football League, The Football Conference, Football League Cup, FA Challenge Cup, FA Challenge Trophy, Football League Trophy and Play-offs) during the period covered by the opening date in The FA Premier League, The Football League and The Football Conference (National) and ending with the final match in which THE CLUB is playing in a competition sanctioned by The Football Association or an affiliated County Association.

## (g) ADDITIONAL SENDINGS OFF

Players dismissed from the Field of Play for a second time in the same Season, in addition to the automatic suspension applicable to the offence, will be suspended for one extra match.

A player dismissed for a third time in the same Season will be suspended for an extra two matches, and so on. A Regulatory Commission when dealing with a Claim of Wrongful Dismissal (Section 5) has the power not to invoke a future one match suspension if it so decides.

For the purposes of this regulation a previous dismissal in a first team competitive match or suspension under Schedule A to these Regulations arising out of a first team competitive match will only be taken into account where it was for violent conduct, serious foul play or spitting.

## (h) OUTSTANDING SUSPENSIONS

Any suspension or part thereof which remains outstanding at the end of a Season resulting from these Disciplinary Procedures, must be served at the commencement of the next following Season within the terms of these Disciplinary Procedures [Section 8(a) to (g)], subject to age restrictions.

## (i) PLAYERS MOVING BETWEEN CLUBS

Where a Player moves between Clubs at a time when he is subject to a suspension from playing resulting from either these Disciplinary Procedures or any charge of Misconduct, the following shall apply –

- (a) Until the Player moves, the suspension shall be served by reference to matches completed by the Club that the Player moves from;
- (b) Where the Club that the player moves to competes at the same level as the Club that the player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to matches completed by the Club that the Player moves to;
- (c) Where the Club that the player moves to competes at a different level from the Club that the player moves from, any remaining period of suspension at the

time that the Player moves shall continue to be served by reference to matches completed by the Club that the Player moves from.

For the purposes of this section, Clubs compete at three different levels. Each level is comprised as follows –

- (i) The Premier League, Football League and Football Conference (National);
- (ii) The Football Conference (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;
- (iii) Steps 5 to 7 of the National League System, or any other league outside of the National League System which operates a match-based disciplinary system.

This section applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of the Association, however they occur.

This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club that the Player moves to.

(j) **RULE E1 OF THE ASSOCIATION**

A charge of Misconduct (as defined in and) pursuant to Rule E1 of the Rules of The Association may be brought against a Player in relation to an incident whether or not the same incident has been dealt with by the referee and / or pursuant to this Memorandum.

In deciding whether or not to bring a charge under this regulation, The Association will have particular (but not exclusive) regard to the following –

- (a) Any applicable Law(s) of the Game or Rules and Regulations or FIFA instructions and/or guidelines;
- (b) The nature of the incident, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to any Participant caused by the incident;
- (e) Any other impact on the game in which the incident occurred;
- (f) The prevalence of the type of incident in question in football generally;
- (g) The wider interests of football in applying consistent sanctions.

A Regulatory Commission considering a charge under Rule E1 in such circumstances shall have regard to any punishment imposed under this Memorandum for the same incident when considering any punishment under Regulation 8.1 (Penalties) of the Regulations for Football Association Disciplinary Action.

(k) **PAYMENT TO PLAYERS UNDER SUSPENSION**

Clubs must not pay a player more than his basic wage during the period of a suspension.

(l) **CLUBS IMPOSING FINES**

The responsibility for fining players for field offences is left with the Club, who must notify The Football Association, without delay, the details of the fine in each case.

Clubs are required to submit a nil return for any offence under the Field Discipline Guidelines issued by the Professional Football Negotiating Consultative Committee. (PFNCC) for which a player was not fined.

(m) **RE-ARRANGED MATCHES**

A Regulatory Commission shall have discretionary power to rule that a match shall not count towards the completion of a suspension if it is satisfied that the game has been arranged by the Club with a view to enabling the player to complete his suspension and thus qualify him to play in a specific match.

(n) **COLLECTION OF ADMINISTRATION FEES**

It will be the responsibility of the Club Secretary to collect the £10.00 administration fees from the players concerned and forward them to The Football Association when requested so to do.

**9. ASSAULTS ON MATCH OFFICIALS**

1. In addition to assisting a Match Official who has reported an assault against him, The Football Association or appropriate Affiliated Association shall without delay investigate the Official's report and if, after such investigation, the Chairman and the Secretary of the Association or their nominees are satisfied that a prima facie case can be made out against the alleged offender shall take such steps as are necessary to ensure that a charge is preferred and that a Regulatory Commission appointed from Senior Members meet to consider the charge within 28 days of the date of the charge letter. The alleged offender shall not participate in any football activity from the date he is notified of the charge, until a Regulatory Commission has heard and adjudicated on the matter.
2. There shall be three categories of assault:-
  - (a) COMMON ASSAULTS - for instance, jostling, holding, pushing
  - (b) ASSAULTS CAUSING BODILY HARM - for instance, more forceful degrees of the above
  - (c) ASSAULTS CAUSING SERIOUS BODILY HARM - for instance, where serious harm is caused, such as severe bruising or a broken nose
3. All assaults on Match Officials in the above three categories must be reported to The Football Association within 14 days of the completion of a case that has been proved, along with the decision of the Regulatory Commission.

**10. DISPUTES AND CLAIMS**

Any dispute or claim arising from the application of a suspension affecting Non-First Team matches will only be dealt with on correspondence by members of a Regulatory Commission and must be received by The Football Association within three days of the suspension notice being received by the Club. The direct fax line to the Disciplinary Department is 0844 980 0626. At no time will a suspension start date be deferred. The level in which a player enters the procedures following a transfer from a league outside the procedure will be decided by The Football Association.

**SECTION C****DISCIPLINARY PROCEDURES CONCERNING FIELD OFFENCES in Friendly Matches for Players associated with FA Premier League, Football League, Football Conference (National) Clubs and The FA WSL.****1. REPORTING OF OFFENCES BY MATCH OFFICIALS in any Match sanctioned or regarded by The Football Association as a Friendly Match (“Friendly Matches”)****(a) Caution Offences**

Referees must submit to The Association within two days of the match (Sundays not included) a Report stating the offences and giving a description of the incidents.

**(b) Sending Off Offences**

Referees and Assistant Referees must submit to The Association within two days (Sundays not included) a Report stating the offence(s) and giving a description of the incident(s)

**(c) If a referee omits to show the appropriate card when taking action against a player, this does not nullify the caution or sending off offence. However, the attention of the Referee should be drawn to the correct procedure.****2. PUNISHMENTS – Relating to Friendly Matches****(a) CAUTIONS ADMINISTERED ON THE FIELD OF PLAY**

The Association shall not impose any sanction in respect of cautions administered during Friendly Matches. Where sanctions are imposed in respect of cautions on Participants with their agreement (e.g. as part of tournament rules), any such sanction may only apply to Friendly Matches and shall not apply to FTCM or NFTM.

**(b) PLAYERS SENT OFF UNDER LAW 12**

A player dismissed from the Field of Play will be suspended automatically from Friendly Matches until such time as his Club has completed its next Friendly Match, as decided by The Football Association.

**(c) RULE E1 OF THE ASSOCIATION**

A charge of Misconduct pursuant to Rule E1 of the Rules of The Association may be brought against a Player in relation to any incident arising in a Friendly Match notwithstanding that the same incident has been dealt with pursuant to this Memorandum. A Regulatory Commission considering a charge under Rule E1 in such circumstances shall have regard to any punishment imposed under this Memorandum, and shall be free to impose a suspension relating to FTCM, and/or NFTM and/or Friendly Matches, at its absolute discretion.

## SECTION D

### DISCIPLINARY PROCEDURES CONCERNING FIELD OFFENCES

For Players associated with teams competing in the Football Conference (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League.

#### 1. GENERAL

- (a) Clubs may participate in an FA pilot programme as set out by Council and will be required to abide by the regulations and terms of that programme.
- (b) The Standard Directions set out at Schedule B and C will also apply to Misconduct Charges brought by The Association under these procedures for teams competing in the Football Conference (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League, save that any time limits provided for in those Schedules shall not apply.

#### 2. REPORTING OF OFFENCES BY MATCH OFFICIALS

- (a) Caution Offences  
Referees must submit to The Association within two days of the match (Sundays not included) a Report stating the offence and giving a description of the incident.
- (b) Sending Off Offences  
Referees and Assistant Referees must submit to The Association within two days of the match (Sundays not included) a Report stating the offence(s) and giving a description of the incident(s).
- (c) If a referee omits to show the appropriate card when taking action against a Player, this does not nullify the caution or sending off offence. However, the attention of the Referee should be drawn to the correct procedure.

#### 3. CAUTION OFFENCES

A Player who has been cautioned in any match, will be notified through his Club by The Association of the offence reported by the Referee, the total number of cautions recorded against the Player during the current Season and at the same time, will be advised of any punishment resulting from the accumulation of cautions. An administration fee of £10.00 will be charged for the processing of each report. Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

#### 4. SENDING OFF OFFENCES

A Player who has been sent off in any match under the provisions of Law 12 will be notified through his Club by The Association of the offence reported by the Referee, and at the same time advised that he will be subject to the agreed standard punishment (see Section 8). An administration fee of £10.00 will be charged for the processing of each report. Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

#### 5. SUSPENSIONS

During periods of automatic suspensions the Player is suspended from playing only for Saturday type football (including midweek fixtures). If the suspension is as a result of a Misconduct charge, during the whole period of suspension the Player is suspended

from playing all football (including friendly matches and other Cup Competitions). The categories of football affected by this regulation are Saturday, Sunday, Midweek, Veterans and Representative football. This will be deemed as a suspension from playing only, unless specified otherwise by a Disciplinary Commission.

#### 6. CLAIMS OF MISTAKEN IDENTITY

In the case of a claim of alleged mistaken identity concerning a Player cautioned or sent off in a match, the PLAYERS concerned and the CLUB must within three working days of the match submit in writing to The Football Regulatory Authority particulars upon which the claim is founded, including the right to claim Wrongful Dismissal. If The Football Regulatory Authority is satisfied that the claim warrants further investigation, a Regulatory Commission shall be convened and will meet within the 14 days before any automatic penalty is due to take effect. If the members of the appointed Regulatory Commission are satisfied that mistaken identity has been proved in a case, the record of the offence will be transferred to the appropriate offender, who will be subject to disciplinary action in accordance with the provisions of the current Procedures.

The relevant fee is £125 which is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

#### 7. CLAIMS OF WRONGFUL DISMISSAL

In the case of a claim of wrongful dismissal for offences with a penalty imposed under the Laws of the Game of an immediate dismissal (this excludes Law S6, the use of offensive or insulting or abusive language/gestures and Law S7 - receiving a second caution in the same match), evidence upon which the claim is founded, which must include a video and/or DVD recording showing the incident, must be submitted by the Player concerned and his Club, and MUST be received by The Football Association by the close of business of the third **working** day following the match (as below). An indication by fax (**0844 980 0626**) or e-mail ( [disciplinary@thefa.com](mailto:disciplinary@thefa.com) ) on the first working day following the game is required to alert The Football Regulatory Authority that a claim is to be submitted.

Saturday	-	Wednesday
Sunday	-	Wednesday
Monday	-	Thursday
Tuesday	-	Friday
Wednesday	-	Monday
Thursday	-	Tuesday
Friday	-	Wednesday

*(If Bank Holidays fall within the period, the appropriate number of extra days will be made available.)*

Once the claim is lodged with The Football Association and it is confirmed that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria, the Club will then be advised whether the claim has been accepted or not.

An accepted claim will be placed before a Regulatory Commission to which the Club, Player and Match Officials will NOT be invited to attend. They will be dealing with the level of punishment only. The dismissal from the Field of Play will always remain on the record of the Club and the Player and be the subject of the administration fee and the appropriate number of penalty points for a sending off.

The only decisions available to the members of the Regulatory Commission are:-

- (i) The punishment will remain with the fee being payable;
- (ii) Only where the Commission is satisfied that that the Referee made an obvious error in dismissing the Player, the punishment will be withdrawn, the fee waived and that Section 8(f) of the procedure will not be invoked if the Player is sent off again following the offence.

The relevant fee is £125, which is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

## 8. NON-FIRST TEAM MATCHES

All misconduct reported from matches not deemed to be a FTCM (First Team Competitive Match) will be dealt with by the County Association to which the Club is affiliated. The Player will have the right to request an Appeal against decisions of County Associations in accordance with The Rules and Regulations of The Football Association.

## DISMISSALS – EXCEPTIONAL CIRCUMSTANCES

Regulations 9 and 10 below are intended to apply only in truly exceptional circumstances. Regulatory Commissions considering cases under these Regulations will be specifically instructed to approach them in this way. It is envisaged that, in the vast majority of dismissals, the standard punishments set out in this Memorandum will be appropriate and will be applied.

The facilities available under Regulations 9 and 10 are provided only so exceptional cases may be rectified. They are not intended to encourage or lead to the systematic, regular review of standard punishments, and are reserved for truly exceptional cases.

## 9. DISMISSALS – CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY EXCESSIVE

- (a) A Player and his Club may in very limited circumstances seek to limit the disciplinary consequences of the dismissal of a Player from the Field of Play by demonstrating to The Association that the circumstances of a particular dismissal were truly exceptional, such that the standard punishment applicable to that dismissal (as set out in section 11 below) would be clearly excessive. A claim cannot be brought under this Regulation in respect of any dismissal which is the subject of a claim for wrongful dismissal under Regulation 7 above.
- (b) All Players dismissed from the Field of Play shall be subject to at least a one match suspension, save for where a successful claim for wrongful dismissal is brought.
- (c) Claims that the standard punishment is clearly excessive brought under this Regulation may be lodged only for on-field offences which result in a sending off under Law 12(6) (offensive or insulting or abusive language/gestures), 12(1) (violent conduct), 12(2) (serious foul play) or 12(3) (spitting).
- (d) Any Claimant bringing a claim under this Regulation accepts that the sending off was correct according to the Laws of the Game and waives any right to challenge that sending off via a claim for wrongful dismissal under Regulation 7 above or by any other means whatsoever.
- (e) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.



- (f) The Club on behalf of the Player must, by 6pm on the first working day following the game, notify The Association in writing (by fax or e-mail – Fax 0844 980 0626 or e-mail [Disciplinary@TheFA.com](mailto:Disciplinary@TheFA.com)) of their intention to submit a claim. The claim will NOT proceed if this deadline is not met. The evidence upon which the claim is founded (which must include a video and/or DVD recording showing the incident from all available angles), must be submitted by the Player concerned or his Club by close of business on the third working day following the incident. The claim must explain why the case is truly exceptional. The relevant fee is £125.

The fee is only payable in the event that the claim is unsuccessful. The Association may collect the fee in any manner it deems appropriate.

Important – forfeiture of fee for late withdrawal of a claim. It should be noted that where a claim is withdrawn after 6pm on the second working day following the game, any fee that has been submitted to The Association in respect of the claim WILL NOT be refunded. If the relevant fee has yet to be paid, the claimant will still be required to pay it to The Association. Failure to pay the fee in these circumstances will result in disciplinary action against the claimant.

Where a claim is withdrawn before the 6pm deadline, if any fee has been submitted, it will be refunded. If the relevant fee has yet to be paid to The Association, the claimant will not be required to pay it.

- (g) The Claim will be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.
- (h) Players and Clubs should note that the time limits set out above are strict. Only complete claims submitted before the relevant deadlines will be considered by The Association.
- (i) Once the claim is lodged with The Association it will confirm that the video and/or DVD shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria.
- (j) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:
- The Commission Secretary will produce:
- I. (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
  - (ii) All statements and video and other evidence provided in support of the claim, including details of the Player;
  - II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.
  - III. A claim will only be successful under this Regulation where a Claimant satisfies the Commission so that it is sure that –
    - (a) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
    - (b) As a result of the truly exceptional circumstances the standard punishment would be clearly excessive.
  - IV. In considering the matters at III above, the Commission shall have regard to:
    - (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;

- (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to an opponent caused by the dismissal offence;
- (e) Any other impact on the game in which the dismissal occurred;
- (f) The prevalence of the type of offence in question in football generally;
- (g) The wider interests of football in applying consistent punishments for dismissal offences.
- V. If the Commission's decision is to reject the claim, it will, in every case, go on to consider whether or not the Player's punishment should be increased. If the Commission considers that the rejected claim had no prospect of success and/or amounts to an abuse of process, the Commission shall have the discretion to increase the penalty up to twice the standard punishment set out in this Memorandum.
- In all other cases where a claim is rejected, the Player reported by the Referee shall serve the standard punishment as set out in this Memorandum. In all cases where a claim is rejected the fee shall be forfeited.
- VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is set aside.
- The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal. This shall be in all cases a suspension of at least one match.
- In deciding on such punishment, the Commission shall have regard to:
- (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
- (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
- (c) Where applicable, the level of force used;
- (d) Any injury to an opponent caused by the dismissal offence;
- (e) Any other impact on the game in which the dismissal occurred;
- (f) The prevalence of the type of offence in question in football generally;
- (g) The wider interests of football in applying consistent punishments for dismissal offences.
- The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details. The fee shall be returned to the Club if it has already been paid.
- (k) As a general guide, the following schedule will apply:
- | Match Day   | Notice of Claim | Claim Lodged | Commission |
|-------------|-----------------|--------------|------------|
| Fri/Sat/Sun | Monday          | Wednesday    | Thursday   |
- (l) In the event that a Club submits a notification of their intention to claim but fails to complete the claim or withdraws a complete claim prior to it being considered by a Regulatory Commission, and The Association believes that the notification or claim had no prospect of success or amounted to an abuse of process, The Association may issue a charge of misconduct under FA Rule E3.

- (m) The decision of the Regulatory Commission in relation to a claim under this Regulation is final and binding on all parties and is not subject to appeal.

**10. DISMISSALS – CLAIMS THAT THE STANDARD PUNISHMENT IS CLEARLY INSUFFICIENT**

- (a) All Players dismissed from the Field of Play shall be subject to at least a one match suspension, save only for where a successful claim for wrongful dismissal is brought.
- (b) The Association may seek to increase the disciplinary consequences of the dismissal of a player from the Field of Play, where The Association is satisfied that the standard punishment that would otherwise apply following the dismissal is clearly insufficient.
- (c) Claims may be brought under this Regulation only for on-field offences which have resulted in a sending off under Law 12(1) (violent conduct), Law 12(2) (serious foul play) or Law 12(3) (spitting).
- (d) Where The Association brings such a claim, a Referee's report showing that a Player was dismissed for violent conduct under Law 12(1), serious foul play under Law 12(2) or spitting under Law 12(3) shall be conclusive evidence that the player has breached the relevant Law and shall not be subject to challenge, save for where any such dismissal is subject to a claim for wrongful dismissal.
- (e) The Regulatory Commission that considers a claim of this type is concerned with only the question of whether the standard punishment should not be imposed in view of the truly exceptional facts of the case. This role is not to usurp the role of the Referee and the correctness of the dismissal from the Field of Play shall not be subject to any scrutiny by the Commission, will remain on the record of the Club and the Player, will remain the subject of the administration fee and will accrue the appropriate number of penalty points for a first team sending off.
- (f) Claims brought under this Regulation must be brought by 6pm on the third working day following the game in which the relevant dismissal occurred. Such a claim must include the evidence upon which the claim is founded (which must include the Referee's report and a video and/or DVD recording showing the incident from all available angles).
- (g) A Player must submit any Reply to the claim, including all evidence in support of that response, by 6pm on the third working day following the issue of the claim. If no Reply is received by The Association, the Commission shall consider the claim as if it had been denied by the Player.
- (h) Claims brought under this Regulation shall be determined based on video and/or DVD and written evidence only. The Match Officials, Club and Player are not entitled to be present or represented at the Regulatory Commission.
- (i) If possible, prior to the commencement of the suspension, but in all cases before the second match that the Player would miss were the standard punishment to apply to the dismissal that is the subject of the claim, a Regulatory Commission will be convened to decide the matter on any relevant documentary and video and/or DVD evidence submitted. The following procedures will be used at a Commission unless the Commission thinks it appropriate to amend them:
- The Commission Secretary will produce:
- I.
    - (i) The Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action.
    - (ii) All statements and video and other evidence provided in support of the claim.
    - (iii) The Reply and all evidence and submissions provided by the Player in response to the claim.
  - II. After considering the evidence, the Commission will decide whether the claim should be rejected or successful.

- III. A claim will only be successful under this Regulation where The Association satisfies the Commission so that it is sure that:
- (i) The circumstances of the dismissal under review are truly exceptional, such that the standard punishment should not be applied; and
  - (ii) The standard punishment would be clearly insufficient.
- IV. In considering the matters at III above, the Commission shall have regard to:
- (a) The applicable Law(s) of the Game and any relevant FIFA instructions and/or guidelines;
  - (b) The nature of the dismissal offence, and in particular any intent, recklessness, negligence or other state of mind of the Player;
  - (c) Where applicable, the level of force used;
  - (d) Any injury to an opponent caused by the dismissal offence;
  - (e) Any other impact on the game in which the dismissal occurred;
  - (f) The prevalence of the type of offence in question in football generally;
  - (g) The wider interests of football in applying consistent punishments for dismissal offences.
- V. If the Commission's decision is to reject the claim, it shall deliberate no further on the claim and the Player shall serve the standard punishment.
- VI. If the Commission's decision is that the claim is successful, the standard punishment set out in the Memorandum is set aside.
- The Commission will then decide on the punishment to be applied to the Player in respect of the dismissal.
- In deciding on such punishment, the Commission shall have regard to the matters at 10(i)IV above.
- Any punishment imposed by the Commission shall be limited to a suspension from playing a specified number of matches in addition to the standard punishment ordinarily applicable to the relevant dismissal. The Commission shall not impose any other punishment on the Player.
- The decision shall be conveyed to the Commission Secretary who shall prepare Minutes of the decision of the Commission and communicate the decision to the Club that day. The Club must provide the Commission with contact details.
- (j) As a general guide, the following schedule will apply:
- | Match Day   | Notice and Evidence of Claim | Reply            | Commission        |
|-------------|------------------------------|------------------|-------------------|
| Fri/Sat/Sun | Wednesday                    | Following Monday | Following Tuesday |
- (k) The decision of the Regulatory Commission in relation to a claim under this Regulation shall be subject to appeal only (i) in the event that the penalty imposed (in addition to the ordinarily applicable standard punishment) is in excess of three matches; (ii) on the single ground that the additional suspension is excessive; and (iii) in respect of that part of the additional suspension in excess of the additional three matches (for example, where a Player is suspended for 8 matches following a dismissal for violent conduct, he may appeal only in respect of the two matches in excess of the three standard and three additional match suspension). Appeals under this Regulation shall proceed pursuant to Schedule C (Standard Directions for Appeals against decisions of Regulatory Commissions).

**11. PUNISHMENTS****(a) CAUTIONS ADMINISTERED ON THE FIELD OF PLAY**

- (i) If a Player accumulates five cautions in any Competition between the opening day of the Playing Season and the 31st December in the same Season, he will be suspended automatically for a period covering: -

**One First Team Match plus a fine of £20**

- (ii) If a Player accumulates five cautions in any Competition between the opening day of the Playing Season and the last day of the same Season, he will be: -

**“Warned as to his Future Conduct”**

- (iii) A Player who has already been subject to disciplinary action as a result of receiving five cautions and then goes on to receive a further five cautions during the same Season, will be subject to the following punishments: -

- (iv) If a Player accumulates ten cautions in any Competition between the opening day of the Playing Season and the second Sunday of April in the same Season, he will be suspended automatically for a period covering: -

**Two First Team matches plus a fine of £20**

If in the final match before the second Sunday of April a Player accumulates his tenth caution in any Competition since the opening day of the Playing season and then receives a second caution in the same match and consequently is dismissed, the Player will be suspended automatically for a period covering Two First Team Matches plus a fine of £20. This two match suspension will automatically apply in such cases, instead of the one match automatic suspension which would otherwise apply to a Player who is sent off for receiving two cautions in the same match.

- (v) If a Player accumulates ten cautions in any Competition between the opening day of the Playing Season and the last day of the same Season, he will be: -

**“Severely Censured and Warned as to his future Conduct”**

- (vi) If a Player accumulates fifteen cautions in any Competition between the opening date of the Playing Season and the last day of the same Season, he will be suspended automatically for a period covering: -

**Three First Team matches plus a fine of £20**

- (vii) A Player who has already been subject to disciplinary action as a result of receiving five, ten and fifteen cautions, and who goes on to receive 20 cautions in the same Season, shall be required to attend a meeting of a Regulatory Commission, within 14 days of the date of the last caution. The members of a Regulatory Commission shall have the power to deal with the Player in such manner as they deem fit. The same procedure will apply for every further five cautions received by the Player.

- (viii) Any period of suspension arising from cautions shall commence on the 14th day following the date of his last offence. The suspension shall cover all domestic League, League Cup, FA Challenge Cup and Trophy matches and Friendly matches until such time as his Club's recognised Senior Team has completed the number of matches appropriate to the punishment in approved Competitions during the period covered by its opening match in the Football Conference (North and South Divisions)/Isthmian/Northern Premier/Southern League and ending with the final match in which the Club is playing in a domestic Competition organised by The Football Association, the Football Conference North and South Divisions)/Isthmian /Northern Premier/Southern League or matches concerning a Club's nominated County Senior Cup Competition.

- (ix) Any period of suspension or part thereof which remains outstanding at the end of a Season must be served at the commencement of the next following Season.
- (b) PLAYERS SENT OFF UNDER LAW 12 (7)
- Subject to the provision of 8(a)(iv) above, a Player who is dismissed from the Field of Play for receiving a second caution in the same match will be suspended automatically from all domestic League, League Cup, FA Challenge Cup and Trophy matches and Friendly matches commencing on the 14th day following the match in which he was sent off, until such time as his Club's recognised Senior Team has completed one match in an approved Competition during the period covered by its opening match in the Football Conference (North and South Divisions) /Isthmian/Northern Premier/Southern League and ending with the final match in which the Club is playing in a domestic Competition organised by The Football Association, the Football Conference (North and South Divisions)/Isthmian/Northern Premier/Southern League or matches concerning a Club's nominated County Senior Cup Competition **plus a fine of £20**
- (c) PLAYERS SENT OFF UNDER LAW 12 (4) and (5)
- A Player who is dismissed from the Field of Play for denying a goal or an obvious goalscoring opportunity by physical means or by handling the ball, will be suspended automatically from all domestic League, League Cup and FA Challenge Cup and Trophy matches and Friendly matches commencing on the 14th day following the match in which he was sent off, until such time as his Club's recognised Senior Team has completed **one match** in an approved Competition during the period covered by its opening match in the Football Conference (North and South Divisions)/Isthmian/Northern Premier/Southern League and ending with the final match in which the Club is playing in a domestic Competition organised by The Football Association, the Football Conference (North and South Divisions)/Isthmian/Northern Premier/Southern League or matches concerning a Club's nominated County Senior Cup Competition **plus a fine of £20**
- (d) PLAYERS SENT OFF UNDER LAW 12 (6)
- A Player who is dismissed from the Field of Play for using offensive or insulting or abusive language/gestures whether he has previously been cautioned in the match or not, will be suspended automatically from all domestic League, League Cup, FA Challenge Cup and Trophy matches and Friendly matches commencing on the 14th day following the match in which he was sent off, and until such time as his Club's recognised Senior Team has completed **two matches** in approved Competitions during the period covered by its opening match in the Football Conference (North and South Divisions)/Isthmian/Northern Premier/Southern League and ending with the final match in which the Club is playing in a domestic Competition organised by The Football Association, the Football Conference (North and South Divisions)/Isthmian/Northern Premier/Southern League or matches concerning a Club's nominated County Senior Cup Competition **plus a fine of £30**
- (e) PLAYERS SENT OFF UNDER LAW 12 (1), (2) and (3)
- A Player who is dismissed from the Field of Play for Violent Conduct, Serious Foul Play or spitting at an opponent or any other person whether he has previously been cautioned in the match or not, will be suspended automatically from all domestic League, League Cup, FA Challenge Cup and Trophy matches and Friendly matches commencing on the 14th day following the match in which he was sent off and until such time as his Club's recognised Senior Team has completed **three matches** in approved Competitions during the period covered by its opening match in the Football Conference (North and South Divisions)/Isthmian/Northern Premier/Southern League and ending with the final match in which the Club is playing in a domestic Competition organised by The Football Association, the Football Conference (North and South Divisions)/Isthmian/Northern Premier/Southern League or matches concerning a Club's nominated County Senior Cup Competition **plus a fine of £40**

(f) **ADDITIONAL SENDINGS OFF**

Players dismissed from the Field of Play for a second time in the same Season, in addition to the automatic suspension applicable to the offence, will be suspended for one extra match.

A Player dismissed for a third time in the same Season will be suspended for an extra two matches, and so on. A Regulatory Commission, when dealing with a Claim of Wrongful Dismissal (section 7) has the power not to invoke a further one match suspension if it so desires.

(g) **OUTSTANDING SUSPENSIONS**

Any suspension or part thereof which remains outstanding at the end of a Season, must be served at the commencement of the next following Season.

(h) **PLAYERS MOVING BETWEEN CLUBS**

Where a Player moves between Clubs at a time when he is subject to a suspension from playing resulting from either these Disciplinary Procedures or any charge of Misconduct, the following shall apply –

(a) Until the Player moves, the suspension shall be served by reference to matches completed by the Club that the Player moves from;

(b) Where the Club that the Player moves to competes at the same level as the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to matches completed by the Club that the Player moves to;

(c) Where the Club that the Player moves to competes at a different level from the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall continue to be served by reference to matches completed by the Club that the Player moves from.

For the purposes of this section, Clubs compete at three different levels. Each level is comprised as follows –

(i) The Premier League, Football League and Football Conference (National);

(ii) The Football Conference (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;

(iii) Steps 5 to 7 of the National League System, or any other league outside of the National League System which operates a match-based disciplinary system.

This section applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of the Association, however they occur.

This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club that the Player moves to.

(i) **RULE E1 OF THE ASSOCIATION**

A charge of Misconduct (as defined in and) pursuant to Rule E1 of the Rules of The Association may be brought against a Player in relation to an incident whether or not the same incident has been dealt with by the referee and/or pursuant to this Memorandum. In deciding whether or not to bring a charge under this regulation, The Association will have particular (but not exclusive) regard to the following:

(a) Any applicable Law(s) of the Game or Rules and Regulations or FIFA instructions and/or guidelines;

(b) The nature of the incident, and in particular any intent, recklessness, negligence or other state of mind of the Player;

(c) Where applicable, the level of force used;

- (d) Any injury to any Participant caused by the incident;
- (e) Any other impact on the game in which the incident occurred;
- (f) The prevalence of the type of incident in question in football generally;
- (g) The wider interests of football in applying consistent sanctions.

A Regulatory Commission considering a charge under Rule E1 in such circumstances shall have regard to any punishment imposed under this Memorandum for the same incident when considering any punishment under Regulation 8.1 (Penalties) of the Regulations for Football Association Disciplinary Action.

(j) PAYMENT TO PLAYERS UNDER SUSPENSION

Clubs must not pay a Player more than his basic wage during the period of a suspension.

(k) CLUBS IMPOSING FINES

The responsibility for fining Players for field offences is left with the Club, who must notify The Football Association, without delay, the details of the fine in each case.

(l) RE-ARRANGED MATCHES

A Regulatory Commission shall have discretionary power to rule that a match shall not count towards the completion of a suspension if it is satisfied that the game has been arranged by the Club with a view to enabling the Player to complete his suspension and thus qualify him to play in a specific match.

(m) COLLECTION OF ADMINISTRATION FEES AND FINES

(i) It will be the responsibility of the Club Secretary to collect the £10.00 administration fees from the Players concerned and forward them to The Football Association when requested so to do.

(ii) Fines levied on Players must be collected by the Club Secretary from the Player concerned and forwarded to The Football Association when requested to do so.

## 12. DISCIPLINARY ACTION ON CLUBS FOR MISCONDUCT BY THEIR PLAYERS

- (a) Any Club that has six or more individual Players cautioned or Dismissed from the Field of Play in the same match will be offered a Standard Punishment. The sum of £500 will be the Standard Punishment for Clubs in the Football Conference (North and South), and the Premier Divisions of the Isthmian, Northern Premier and Southern Leagues, and a fine of £250 will be the Standard Punishment for all other divisions for the first occasion during the Season. For a second/third/fourth etc. occasion in the same Season, the Standard Punishment on the Club will be a fine of £1000/£500, £1500/£750, £2000/£1000 etc. All clubs offered a Standard Punishment may either accept it or request the opportunity to mitigate at a personal hearing before the Regulatory Commission.

Following such mitigation, the Regulatory Commission may impose, decrease or increase the Standard Punishment as it thinks fit.

- (b) Any Club whose Players accumulate a total number of Penalty Points in First Team matches between the start of the Season and 31 December (including any First Team match played on that day) which is 40% or more above the median number of points per game average in the same League, will be required to appear before the Regulatory Commission to explain the Players' conduct.

Following such explanation, the Regulatory Commission may order that a visit be made to the Club by representatives of The Association and/or PGM0 or other appropriate body, in order to discuss and/or offer advice on the Club's disciplinary record.

Any Club whose Players accumulate a total number of Penalty Points in First Team matches during the whole Season which is 40% or more above the median number of points per



game average in the same League, will be required to appear before the Regulatory Commission to explain the Players' conduct.

If the Club cannot provide a reasonable explanation for such occurrence, the Club will be liable to be warned and/or fined up to £1,000 for the Premier Divisions and £500 for all other Divisions for having permitted its Players to breach, or not having prevented its Players from breaching, the Laws of the Game in contravention of Rule E1(a) of The Association.

Where the Club concerned accumulated a total number of Penalty Points which is between 40% and 50% above the median number of points per game average in the same League, any fine will normally be suspended in whole or in part for a period of one year, unless the Regulatory Commission determines that this is not appropriate, in which case it will be imposed immediately.

Where the Club concerned accumulated a total number of Penalty Points which is more than 50% above the median number of points per game average in the same League, any fine will normally be imposed immediately, unless the Regulatory Commission determines that this is not appropriate, in which case it will be suspended in whole or in part for a period of one year.

In addition, the Regulatory Commission shall be entitled to order the Club to pay the cost of the Hearing to The Association. Any action taken by the Club to discipline its Players under Section 11(k) will be taken into consideration by the Regulatory Commission in its findings.

Any Club required to appear before a Regulatory Commission under this regulation must ensure that its first team manager and one of its Directors or Committee members attend the hearing.

In so far as this Regulation shall apply, the following Points will be recorded against a Club for First Team offences: -

For all recorded First team cautions	-	4 Points
For Sending off under Law 12 (4)(5) & (7)	-	10 Points
For Sending off under Law 12 (1)(2)(3) & (6)	-	12 Points
For First Team Players found guilty of Charges Under Rule E3 of The Association	-	12 Points

Where any sending off is subject to a successful claim for wrongful dismissal, no points shall be added to a club's accumulated points total in respect of it.

- (c) Proceeds of fines imposed under this section of the Disciplinary Procedures shall be disbursed as decided by The Football Association.
- (d) A Club required to appear before a Regulatory Commission shall be represented by at least one of its Directors and the Manager.
- (e) The Football Association reserves the right to prefer a Charge against a Club at any time during the Season arising from Field Offences committed by Players of the Club, all records will be reviewed to the 31st December annually and Clubs may be ordered to attend a Regulatory Commission to discuss a record that is deemed to be poor at that stage of the Season.

### 13. ASSAULTS ON MATCH OFFICIALS

Assaults on Match Officials are always regarded by The Association as serious and invariably attract substantial periods of suspension. Where a Match Official has reported an assault against him by a Player or official associated with a club in the FA Premier League, Football League or Football Conference National Division, The Association may use the powers set out at Rule E18 of The Association to impose an interim suspension order.

There are three categories of assault for the purposes of the results: -

- (i) MINOR ASSAULTS - for instance, jostling, holding, pushing
- (ii) ASSAULTS CAUSING BODILY HARM - for instance, more forceful degrees of (i) above
- (iii) SERIOUS ASSAULTS - for instance, where serious harm is caused, such as severe bruising or a broken nose.

#### **14. SUSPENSION PENDING MISCONDUCT HEARING**

The Football Association shall have the power to order that a Club Official or Player associated with the Football Conference (North and South Divisions)/Isthmian/Northern Premier/Southern Leagues shall be suspended from all or any specific football activity for such period and on such terms and conditions as The Association considers fit (an "Interim Suspension Order").

The Interim Suspension Order shall apply when the Club Official or Player has been charged by The Association in relation to an alleged act of serious Misconduct or with a criminal offence or by the League in connection with serious disciplinary action pursuant to relevant Regulations of the Leagues.

As soon as reasonably practicable, notification of an Interim Suspension Order shall be advised to the Club Official or Player and/or the Club and will be lifted when the charge of Misconduct is dealt with by a Regulatory Commission or the criminal charges are withdrawn or found not to be proved.

## SECTION E

### MEMORANDUM OF PROCEDURES

#### DISCIPLINARY PROCEDURES CONCERNING FIELD OFFENCES

As set out in the Schedule hereto for Players associated with teams in all divisions of Leagues at Steps 5-7 of The National League system and below, including Youth Football.

These procedures also apply to County FA and League Representative Football.

This Memorandum cites procedures as they apply exclusively to Participants who are acting as Players when reported.

Save for serious or repeated proved misconduct, Participants offending in a capacity other than as Players in a match (at all levels) should not be suspended but be subject to any of a reprimand, a warning as to future conduct, a written undertaking not to repeat, a touch-line ban for a period of time, and a Fine (active or suspended for a given period), together with costs in proved guilty cases.

Subject to paragraph 11.5(g) below concerning Players moving between Clubs, for the purpose of these Procedures any referenced to a player's Club means the Club for which the Player was playing when he was cautioned, dismissed or reported for misconduct.

#### 1. DEFINITIONS

- 1.1 In this Memorandum the words "**the Association**" refer to the appropriate County or other Affiliated Association, and the words "**the Association secretary**" mean and include any person nominated to discharge a part of the regulatory and disciplinary administration of the Association as well as its actual secretary and Disciplinary Commission means a commission established by the appropriate Association.
- 1.2 Wherever gender is referred to in this Memorandum, either shall be inferred, as relevant.
- 1.3 All written communications from a player to the Association secretary must be sent by the secretary of the player's club unless the player is no longer registered with that club.
- 1.4 Every Association must set out in its rules or regulations a copy of these procedures, which are to be followed after a player has been cautioned or dismissed from the Field of Play while playing in a match for a club or a particular team of a club not dealt with by The Football Association.
- 1.5 Wherever "written" or "letter" is referred to in this Memorandum this is deemed to include communication by fax, e-mail or any other form of electronic online communication. Where an Association chooses to communicate by fax or e-mail or other electronic means, it must take all reasonable steps to ensure that the address or fax number used is current.
- 1.6 This Memorandum is effective from 1st July 2006 until further notice.
- 1.7 The term "**suspension**" in this Memorandum means the suspension is from playing football ONLY and any other sanction required for the period of suspension must be specified in the decision letter.
- 1.8 Any reference to cautions and sending offs in this Memorandum refers only to those received playing for teams subject to this Memorandum. Those received playing for teams not subject to this Memorandum will be separate and not added to the total received pursuant to this Memorandum.
- 1.9 The accumulation of cautions and sendings off within this memorandum are further categorised as Steps 5 to 7 Football, Saturday Football, Sunday Football, Midweek Football, Veterans Football and Representative Football.
- 1.10 Financial penalties for misconduct must not be imposed on any player in Youth Football. Where a Standard Punishment or Regulatory Commission decision applicable to a Youth

Football player includes any financial sanction then the player's club is liable for the sum imposed.

- 1.11 Youth Football is defined as any match for a team drawn from the age group of Under 18 and below.

## 2. TIMING

Disciplinary procedures shall commence no later than 90 days, and the outcome determined no later than 180 days from receipt of the report of alleged misconduct, or otherwise be void. If deemed reasonable, any period of delay requested or caused by the Participant will not count towards the 90/180 days. For all cases where an interim suspension order has been imposed or for a matter involving an abandoned match or for playing whilst under a suspension, the County must aim to conclude any proceedings within 28 days. The Association must use due diligence to charge and/or finalise cases within the above periods of time and must conform with the requirements set out in this Memorandum, subject to the effects of the adoption by the Association of any of the alternative and optional powers set out in paragraph 20.

## 3. ADMINISTRATIVE PROCEDURES – MATCH OFFICIAL REPORTS

An Association may reserve the right not to process a caution if the report is deemed to be invalid for any reason.

## 4. GENERAL

- 4.1 Without prejudice to the foregoing provisions of this Memorandum, an Association shall have the power to delegate to The Football Association or to another Affiliated Association its powers and duties to investigate and/or adjudicate in cases where it may be advantageous so to do.
- 4.2 If a referee omits to show the appropriate card when taking action against a player, this does not nullify the caution or sending-off offence. However, the attention of the referee should be drawn to the correct procedure.
- 4.3 A Participant consents to abide by the Laws of the Game, the Rules and Regulations of The Football Association or an affiliated Association and to reasonable proportionate disciplinary action when playing the game. The issue of a caution is a decision based on a question of fact on the Field of Play upon which the Referee's decision is final. The recording of the caution and the consequences that follow are both reasonable and proportionate. Cautions, not being the subject of appeal, do not breach the Human Rights Act 1998.
- 4.4 When a player is dealt with by a Disciplinary Commission cases must be dealt with on their merits and a punishment awarded consistent with the overall nature and effect of the offence(s); also the player's record of misconduct over the current and previous five seasons.
- 4.5 Associations will impose split suspension periods where matches have to be carried over to the following season. The last day of the first suspension period shall be the Player's team's last competitive match of the season. The suspension will recommence with that same team's start of the following season. Competitive matches are defined in paragraph 11.3.
- 4.6 It is the duty of the club secretary and the player, by the deadline stated on any notification, to ensure that the Association Secretary receives the completed player reply form with such information that includes: -
- (a) The full name and address of the Player.
  - (b) The Player's date of birth (and other personal identification data requested).
  - (c) The name of each club for which the player is currently registered or was registered in the previous two seasons.

- (d) The signature of the Player concerned (where applicable).
- (e) The names of any school, college or other educational establishment currently attended by the Player.

If the Player is not available to sign the pro-forma document, the club should complete and return it indicating the reason for the non-completion together with the administration fee and confirmation as to whether or not the Player has been made aware of the contents. Any suspension order resulting from failure to comply with 4.6 (a)–(e) above shall be on the Club and the individual player, subject to Section 16 below.

- 4.7 Clubs may participate in an FA pilot programme as set out by Council and will be required to abide by the regulations and terms of that programme.
- 4.8 Payment of any fine or costs in respect of disciplinary matters (“Disciplinary Monies”) must be paid in accordance with the terms set out by the Association.

## 5. REPORTING OFFENCES BY MATCH OFFICIALS

### (a) *Caution Offences*

Referees must submit to the relevant Association within two days of the match (Sundays not included) a Report stating the offence. Referee reports for all County representative football must be sent to the appropriate County Association. All FA County Youth Cup matches will be dealt with by the appropriate County, but a copy of the report must be submitted to The Football Association. All other reports will be returned to the relevant County Football Association to administer.

### (b) *Sending Off Offences and Extraordinary Incidents*

Referees and Assistant Referees must submit to the relevant Association within two days of the match (Sundays not included) a Report stating the offence(s) and giving a description of the incident(s). Referee reports for all County representative football must be sent to the relevant County Association. All FA County Youth Cup matches will be dealt with by the relevant County Association, with a copy of the report to The Football Association. All other reports will be returned to the relevant County Football Association to administer.

## 6. CAUTION OFFENCES

A Player who has been cautioned in a match, will be notified through his Club by the Association of the offence reported by the Referee. At the same time he will be advised of the total number of cautions recorded during the current season and, any punishment resulting from their accumulation. An administration fee of £10.00 will be charged for the processing of each report. For each caution received a Player will be subject to one penalty point.

Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

## 7. SENDING OFF OFFENCES

A Player who has been sent off in a match under the provisions of Law 12 will be notified through his Club by the Association of the offence reported by the Referee, and at the same time advised that he will be subject to the agreed automatic punishment (see paragraph 11). An administration fee of £10.00 will be charged for the processing of each report.

Any such punishment will take effect regardless of whether or not the notification of it from The Association is received before it is due to take effect in accordance with these Disciplinary Procedures.

## 8. CLAIMS OF MISTAKEN IDENTITY

In the case of a claim of alleged mistaken identity concerning a player cautioned or sent off in a match, the PLAYERS concerned and the CLUB must within three working days of the match submit in writing to the Association particulars upon which the claim is founded, including the right to claim Wrongful Dismissal. If the Association Secretary, or his nominees, are satisfied that the claim warrants further investigation, a Disciplinary Commission shall be convened and will meet within the 14 days before any automatic penalty is due to take effect. If the members of the appointed Disciplinary Commission are satisfied that mistaken identity has been proved in a case, the record of the offence will be transferred to the appropriate offender, who will be subject to disciplinary action in accordance with the provisions of the current Procedures.

The relevant fee which MUST be included with the evidence is £50 for teams at Steps 5-7 in the National League System. For teams outside of the National League system the fee is £30, which may be retained if the claim is deemed to be unfounded and be used in full or in part to cover any costs incurred by a Disciplinary Commission. In the event of the fee not covering the amount of costs charged, an additional amount may be charged by the Disciplinary Commission.

## 9. CLAIMS OF WRONGFUL DISMISSAL

In the case of a claim of wrongful dismissal for offences with a penalty imposed under the Laws of the Game of an immediate dismissal (excluding Law S6, the use of offensive or insulting or abusive language/gestures or S7, receiving a second caution in a game, evidence upon which the claim is founded, which must include a video cassette recording/DVD showing the incident, must be submitted by the player concerned and his Club, together with the relevant fee and MUST be received by The Association by the close of business of the third working day following the match (as below\*). An indication by fax or e-mail (discipline@[insert name of county]fa.com e.g discipline@essexfa.com) on the first working day following the game is required to alert the Disciplinary Departments of the Association that a claim is to be submitted.

**\* Saturday or Sunday game by Wednesday**

Monday	-	Thursday
Tuesday	-	Friday
Wednesday	-	Monday
Thursday	-	Tuesday
Friday	-	Wednesday

(If Bank Holidays fall within the period, the appropriate number of extra days will be made available.)

Once the claim is lodged with the Association and it is confirmed that the video shows the incident as reported by the Referee/Assistant Referee and the claim has conformed with the criteria, the Club will then be advised whether the claim has been accepted or not.

An accepted claim will be placed before a Disciplinary Commission within the 21 days before an automatic penalty is due to take effect. The Club, the player and Match Officials will NOT be invited to attend. The Disciplinary Commission will be dealing with the level of punishment only. The dismissal from the Field of Play will always remain on the record of the Club and the Player and be the subject of the administration fee and the appropriate number of penalty points for a sending off.

The only decisions available to the Members of the Disciplinary Commission are:-

- (i) The punishment will remain with the fee being retained;
- (ii) Only where the Commission is satisfied that the Referee made an obvious error in dismissing the Player, the punishment will be withdrawn, the fee returned and

that paragraph 11.5(e) of the procedure will not be invoked if the Player is sent off again following the offence.

The relevant fee is £50 for teams at Steps 5-7 in the National League System. For teams outside of the National League system the fee is £30 and will be retained if the case is deemed to be unfounded and returned if any alterations are made to the offence or punishment.

## **10. PUNISHMENTS**

A. FRIENDLY MATCHES (any Match sanctioned or regarded by The Football Association or other sanctioning Association as a Friendly Match)

### **(a) CAUTIONS ADMINISTERED ON THE FIELD OF PLAY**

The Association shall not impose any sanction in respect of cautions administered during Friendly Matches. Where sanctions are imposed in respect of cautions on Participants with their agreement (e.g. as part of tournament rules), any such sanction may only apply to Friendly Matches and shall not apply to the accumulation of cautions for continuing misconduct under paragraph 10.4 of this Memorandum.

### **(b) PLAYERS SENT OFF UNDER LAW 12**

A player dismissed from the Field of Play will be suspended automatically from Friendly Matches until such time as his Club has completed its next Friendly Match, as decided by the relevant County Football Association.

### **(c) RULE E1 OF THE ASSOCIATION**

A charge of Misconduct pursuant to Rule E1 of the Rules of The Association may be brought against a Player in relation to any incident arising in a Friendly Match notwithstanding that the same incident has been dealt with pursuant to this Memorandum. A Disciplinary Commission considering a charge under Rule E1 in such circumstances shall have regard to any punishment imposed under this Memorandum, and any suspension imposed will be from playing all football.

## **B. COMPETITIVE MATCHES**

10.1 Any period of suspension automatically imposed for a dismissal from the field of play will commence 14 days from the date of the offence irrespective of whether paperwork has been received from the relevant Association. The suspension will be complete once the Player's team has completed the appropriate number of matches, in approved competitions, according to the suspension as defined below under 10.3. In respect to County FA and League representative football, any suspensions will be from representative football only and not any other level of football unless a Disciplinary Commission has specified that the suspension is to be from all football.

10.2 Any period of suspension automatically imposed as a result of cautions under 10.4 will commence 14 days from the date of the last offence irrespective of whether paperwork has been received from the relevant Association. The suspension will be complete once the Player's team has completed the appropriate number of matches, in approved competitions, according to the suspension as defined below under 10.3.

10.3 The matches that can be used to clear a Player of suspension are those to be played in a domestic competition organised by the Football Association (including The FA Challenge Cup, and The FA Vase and FA Sunday Cup), the League in which the Team play (including their League Cup(s)) and the Team's County Cup Competitions. In addition, any Competition in which a Club participates may also be considered providing that such a Competition has been designated as a qualifying competition by the sanctioning authority prior to the commencement of the season.

During periods of automatic suspension, the Player is suspended from playing only for the day type category that the Player's team usually plays in (including friendly matches and other Cup Competitions). If the suspension is for a Saturday team, the suspension is from all Saturday team football (including midweek fixtures) only and if for a Sunday team, for all Sunday team football only (including midweek fixtures). If the suspension is as a result of a misconduct charge, during the whole period of suspension the Player is suspended from playing all football (including friendly matches and other Cup Competitions). The categories of football affected by this regulation are Saturday, Sunday, Midweek, Veterans and Representative football. This will be deemed to be a suspension from playing only, unless specified otherwise by a Disciplinary Commission.

In exceptional cases where an application has been made to the County FA by the participant that the suspension from all football is considered as being disproportionately harsh due to the period taken to serve the suspension in relation to the other categories of football, the matter may be reviewed only by The Football Association and may then be amended to a category type suspension, at the Football Association's discretion.

Where a Player has to serve more than one suspension at the same time the following criteria will apply:

- (i) Any suspensions awarded under the provisions of these procedures and due to commence on the same date will result in the total number of matches involved running consecutively.
- (ii) Any suspensions that overlap, in that the next one starts before the previous one ends will also run consecutively as above.
- (iii) Matches cannot be used more than once to cover two or more suspensions.
- (iv) Any suspension imposed under the provisions of these procedures that is or will be affected by a period based suspension will automatically commence 14 days from the date of the offence. The matches to be used in relation to this suspension may be before and/or after the period based suspension. The two suspensions cannot run concurrently.

#### 10.4 Cautions Administered On The Field Of Play

- (a)
  - (i) If a Player accumulates five cautions within the same category of football, but receives the 5th caution between the opening day of the Playing Season and the 31st December in the same Season, he will be suspended automatically for a period covering **One match plus a fine of £15.**
  - (ii) If a Player accumulates five cautions within the same category of football between the opening day of the Playing Season and the last day of the same Season, he will be **Warned as to his Future Conduct.**
  - (iii) A Player who has already been subject to disciplinary action as a result of five cautions and then goes on to receive a further five cautions during the same Season, will be subject to the following punishments: -
  - (iv) If a Player accumulates ten cautions within the same category of football between the opening day of the Playing Season and the second Sunday of April in the same Season, he will be suspended automatically for a period covering **Two matches plus a fine of £15.**

If in the final match before the second Sunday of April a player accumulates his tenth caution in any Competition since the opening day of the Playing season and then receives a second caution in the same match and consequently is dismissed, the player will be suspended automatically for a period covering Two Matches plus a fine of £15. This two match suspension will automatically apply in such cases, instead of the one match automatic suspension which would otherwise apply to a player who is sent off for receiving two cautions in the same match.



- (v) If a Player accumulates ten cautions within the same category of football between the opening day of the Playing Season and the last day of the same Season, he will be **Severely Censured and Warned as to his future Conduct**.
- (vi) If a Player accumulates fifteen cautions within the same category of football between the opening date of the Playing Season and the last day of the same Season, he will be suspended automatically for a period covering **Three matches plus a fine of £15**.
- (vii) For the purposes of this section, Clubs compete at six different levels. Each level is comprised as follows –
- (a) The Premier League, Football League and Football Conference (National);
  - (b) The Football Conference (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;
  - (c) Steps 5 to 7 of the National League System;
  - (d) Any other youth or adult league outside of the National League System which operates a match-based disciplinary system and is further categorised as Saturday, Sunday and Midweek;
  - (e) Vets football;
  - (f) Representative Football.
- (viii) Any period of suspension or part that remains outstanding at the end of a Season must be served at the commencement of the following Season.
- 10.5 (a) **PLAYERS SENT OFF UNDER LAW 12 (7)**  
 Subject to the provision of 10.4(a)(iv) above, a Player who is dismissed from the Field of Play for receiving a second caution in the same match will be suspended automatically commencing on the 14th day following the match in which he was sent off, until such time as his Team has completed one match in an approved competition, as per 10.3, **fined the sum of £20 and be subject to 2 penalty points**. Players who play outside the National League System will be fined the sum of £15.
- (b) **PLAYERS SENT OFF UNDER LAW 12 (4) and (5)**  
 A Player who is dismissed from the Field of Play for denying a goal or an obvious goal-scoring opportunity by physical means or by handling the ball, will be suspended automatically commencing on the 14th day following the match in which he was sent off, until such time as his Team has completed one match in an approved competition, as per 10.3, **fined the sum of £20 and be subject to 2 penalty points**. Players who play outside the National League System will be fined the sum of £15.
- (c) **PLAYERS SENT OFF UNDER LAW 12 (6)**  
 A Player who is dismissed from the Field of Play for using offensive or insulting or abusive language/gestures whether he has previously been cautioned in the match or not, will be suspended automatically commencing on the 14th day following the match in which he was sent off, until such time as his Team has completed two matches in an approved competition, as per 10.3, **fined the sum of £30 and be subject to 2 penalty points**. Players who play outside of the National League System will be fined the sum of £25.
- (d) **PLAYERS SENT OFF UNDER LAW 12 (1), (2) and (3)**  
 A Player who is dismissed from the Field of Play for Violent Conduct, Serious Foul Play or spitting at an opponent or any other person whether he has previously been cautioned in the match or not, will be suspended automatically commencing

on the 14th day following the match in which he was sent off, until such time as his Team has completed three matches in an approved competition, as per 10.3, **fined the sum of £40 and be subject to 4 penalty points.** Players who play outside of the National League System and commit the offence of Serious Foul Play will be fined the sum of £25.

(e) **ADDITIONAL SENDINGS OFF.**

Players dismissed from the Field of Play for a second time in the same Season, in addition to the automatic suspension applicable to the offence, will be suspended for one extra match. A Player dismissed for a third time in the same Season will be suspended for an extra two matches, and so on. A Disciplinary Commission, when dealing with a Claim of Wrongful Dismissal (paragraph 9) has the power not to invoke a further one match suspension if it so desires.

(f) **OUTSTANDING SUSPENSIONS**

Any suspension or part thereof which remains outstanding at the end of a season, must be served at the commencement of the following season.

(g) **PLAYERS MOVING BETWEEN CLUBS**

Where a Player moves between Clubs at a time when he is subject to a suspension from playing resulting from either these Disciplinary Procedures or any charge of Misconduct, the following shall apply –

- (a) Until the Player moves, the suspension shall be served by reference to matches completed by the Team that the Player moves from;
- (b) Where the Club that the Player moves to competes at the same level as the Club that the player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to matches completed by the Club that the Player moves to;
- (c) Where the Club that the Player moves to competes at a different level from the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall continue to be served by reference to matches completed by the Club that the Player moves from.

For the purposes of this section, Clubs compete at four different levels. Each level is comprised as follows –

- (i) The Premier League, Football League and Football Conference (National);
- (ii) The Football Conference (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;
- (iii) Steps 5 to 7 of the National League System;
- (iv) Any other youth or adult league outside of the National League System which operates a match-based disciplinary system and is further categorised as Saturday, Sunday and Midweek.

This section applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of the Association, however they occur.

This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club that the Player moves to.

Players who are otherwise eligible (i.e. but for any suspension) to play for two or more Clubs competing in any league at level (iii) above will not be taken to have

moved between those Clubs for the purposes of this regulation by virtue only of the fact that they are so eligible to play for them.

(h) **RULE E1 OF THE FOOTBALL ASSOCIATION**

A charge of Misconduct (as defined in and) pursuant to Rule E1 of the Rules of The Football Association may be brought against a player in relation to an incident, notwithstanding that the same incident has been dealt with pursuant to this Memorandum. A Disciplinary Commission considering a charge under Rule E1 of The Football Association in such circumstances, shall have regard to any punishment imposed under this Memorandum when considering any punishment under paragraph 18 of the Disciplinary Procedures to be used at Personal Hearings before Commissions requested by Participants of Clubs and Clubs dealt with by the Associations.

(i) **PAYMENT TO PLAYERS UNDER SUSPENSION**

Clubs must not pay a Player more than his basic wage during the period of a suspension.

(j) **RE-ARRANGED MATCHES**

A Disciplinary Commission shall have discretionary power to rule that a match shall not count towards the completion of a suspension if it is satisfied that the game has been arranged by the Club with a view to enabling a Player to complete his suspension and thus qualify him to play in a specific match.

**11. AGGREGATE MISCONDUCT (CLUBS)**

11.1 Associations may, at their option, use a penalty points based system to punish clubs whose misconduct is deemed excessive. If the Association chooses to punish clubs or Aggregate Misconduct they must use a system that conforms to these regulations.

11.2 Penalty points for cautions and dismissals from the Field of Play are listed against the relevant offences in these Regulations.

11.3 These points are effective once the offence:

- (a) is reported for cautions or dismissals;
- (b) has had a hearing for cases having hearings (unless an appeal is requested);
- (c) has had an appeal for cases going to appeal.

Penalty points must not be awarded to charges found not proved.

11.4 Penalty points work on a seasonal basis, with points being included in clubs' totals for offences committed between the first and last days of the season, on an inclusive basis. Points must not be carried forward from one season to the next.

11.5 Misconduct dealt with by The Football Association must not be included in the penalty points totals.

11.6 Sanctions should be imposed at three stages, each incurring an Administration Charge, currently set at £10.

11.7 The number of points allowed for each stage (the Threshold), must be related to the number of teams that each club possesses.

11.8 Associations may make allowances in the number of teams that a club is deemed to have for Aggregate Misconduct, to reflect clubs whose disciplinary cases are handled by The Football Association. This is to prevent such clubs gaining an unfair advantage.

11.9	Recommended Points Allowances per Club per Season						<i>Each</i>
		<i>No of teams</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>
	Stage I	25	48	69	88	105	20
	Stage II	50	96	138	176	210	40
	Stage III	75	144	207	264	315	60

11.10 Recommended Fines for Exceeding a Threshold

- (a) For exceeding Stage I £25 plus an Administration Fee  
 (b) For exceeding Stage II £50 plus an Administration Fee  
 (c) For exceeding Stage III £100 plus an Administration Fee

Associations may vary Fines and Thresholds at their Discretion.

11.11 Clubs that significantly exceed Stage III should be subject to further disciplinary action.

11.12 The Disciplinary Commission shall have the power to impose, or recommend as appropriate, any one or more of the following penalties on the Offending Club:

- (a) a reprimand and/or final warning as to future conduct;  
 (b) a further fine;  
 (c) suspension from all or any specified football activity from a date that the Disciplinary Commission shall order, permanently or for a stated period or number of matches;  
 (d) expulsion from a competition of the Association;  
 (e) expulsion from membership of the Association;  
 (f) such further or other penalty or order as the Disciplinary Commission considers appropriate.

**12. DISCIPLINARY ACTION ON CLUBS FOR MISCONDUCT BY THEIR PLAYERS**

12.1 Any team within the National League System who has six or more individual Players cautioned or Dismissed from the Field of Play in the same match will be automatically fined the sum of £150 (£75 for Step 7) for the first occasion during the Season. For a second/ third/fourth etc. occasion in the same Season, the fine on the Club will be £300/£450/£600 etc. (£150/£225/£300 for Step 7).

12.2 Any team competing outside of the National League System who has six or more individual Players cautioned or Dismissed from the Field of Play in the same match will be charged and warned as to their future conduct for the first occasion during the Season. For a second/ third/fourth etc. occasion in the same Season, the fine on the Club will be £25/£50/£75 etc.

12.3 In truly exceptional circumstances a Club may submit a written plea in mitigation against the imposition of a fine imposed under this paragraph 12.

**13. ABANDONED MATCHES**

When a referee's report indicates that a match has been abandoned due to misconduct of either team, The Football Association or appropriate Affiliated Association shall without delay investigate the official's report. If after such investigation, the chairman and secretary of the Association, or their nominees, are satisfied that a prima facie case can be made out against the Club/participants, such steps shall be taken as are necessary to ensure that a charge is preferred and that a Disciplinary Commission meets to consider the charge within 28 days of the date of the charge letter.

#### 14. THREATENING OR PHYSICAL OFFENCES AGAINST MATCH OFFICIALS

The following Regulations shall apply at all levels of the game (excluding the 6 designated Leagues):

- 14.1 In addition to assisting a match official who has reported an offence against him, The Football Association or appropriate Association shall without delay investigate the match official's report and if, after such investigation, the chairman and secretary of the Association or their nominees are satisfied that a prima facie case can be made out against the alleged offender where there has been physical contact, attempted physical contact or an Assault on the referee they shall immediately suspend the alleged offender from all football activities until a Disciplinary Commission has adjudicated on the matter.

They will take such steps to notify him of the suspension, ensure that a charge is preferred and that a Disciplinary Commission meets to consider the charge within 28 days of (the date of) the interim suspension.

- 14.2 There are three categories of offence:

- (a) Threatening Behaviour: words or actions that cause the official to believe that he/she is being threatened.
- (b) Physical Contact or Attempted Physical Contact: e.g. participant pushes the referee, pulls the referee (or his clothing/equipment), barges, or kicks the ball at, the official causing no injury and/or attempts to make physical contact with the official e.g. attempts to strike, kick, butt, barge or kick the ball at the official
- (c) Assault: participant acts in a manner which results in an injury to the official. This category includes spitting at the official whether it connects or not.

- 14.3 Should the participant accept the charge, the match officials will not be required to attend a Disciplinary Commission. Should the charge be denied, the appropriate match official(s) may be required to attend the Commission.

- 14.4 All offences against match officials in the above three categories will be monitored by The Football Association. The Football Association may request an explanation for any variation of the recommended punishments set out in 14.5 below. (If a match official who has reported a participant for an offence against him makes a written request for notification of the decision and punishment awarded such must be made available to him at the earliest opportunity).

- 14.5 Recommended punishments for a person found guilty of an offence against a match official are as follows:

- (a) Threatening Behaviour:
  - suspension from all football activities for a period of 112 days/12 matches plus a fine of up to £100.
- (b) Physical Contact or Attempted Physical Contact:
  - suspension from all football activities for a period of 182 days
  - plus a fine of up to £150.
- (c) Assault:
  - suspension from all football activities indefinitely (sine die) with no review for at least 5 years from the date of the suspension. Where the assault causes serious injury the review period should be extended to 10 years.

(Note the above are recommended sanctions and should only be varied where appropriate aggravating or mitigating factors are present).

**15. ASSAULTS BY PARTICIPANTS ON OTHER PARTICIPANTS**

15.1 When a referee's report indicates that a Participant has perpetrated an assault on another Participant causing serious bodily harm before, during or after a match, The Football Association or appropriate Affiliated Association may, as in cases of assaults on match officials, without delay investigate the official's report. If after such investigation, the chairman and secretary of the Association, or their nominees, are satisfied that a prima facie case can be made out against the alleged offender, such steps shall be taken as are necessary to ensure that a charge is preferred and that a Disciplinary Commission meets to consider the charge within 28 days of the date of the charge letter. The alleged offender shall not participate in any football activity from the date when he is notified of the charge until a Disciplinary Commission has heard and adjudicated on the matter.

15.2 The recommended punishments for such offences are set out below: -

<i>Offender</i>	
(a)	<p>Player</p> <p>A suspension for a minimum of 140 days plus £150 fine for a first offence but, depending on severity, <i>sine die</i> with no review for five years.</p>
(b)	<p>Club Official</p> <p>As for (a) above but:</p> <p>(i) If on a Player or other Official but not a Match Official; suspension from all football and football activities</p> <p>(ii) If on a Match Official – section 10 above will apply.</p>
(c)	<p>Match Official</p> <p>As for Match Officials assaulted by a Player. But a recommendation will be made to the relevant Referees' Committee that the registration be removed and no request for reinstatement will be allowed until the suspension has been completed or removed.</p>

**16. FAILURE TO COMPLY**

16.1 When the provisions above are not complied with, the Player's right to a Personal Hearing or to make a plea for leniency is forfeited and the Disciplinary Commission may deal with the reported misconduct on such evidence as is available.

16.2 Failure on the part of the Player or his Club Secretary to discharge any of the requirements set out in this Memorandum may constitute misconduct, which may result in a further charge against the Player, his Club, or both. (In any case, save for replies to Misconduct Charges, a late fine, currently £20, will be levied in addition to the original charge and a further seven days given to respond to the charge. Failure to respond within the seven days will result in the Team and Player being suspended until the provisions above have been complied with).

The Club Secretary must make the Player aware of the applicable Standard Punishment where an automatic sanction applies. The Club Secretary must sign and return the reply form to the appropriate Affiliated Association by the response date. By signing the form the Club Secretary is confirming that he has made the Player so aware.

Where an individual has been charged with Misconduct both the Club Secretary and the individual will be required to sign and return the form to the appropriate Association.

16.3 When dealing with compliance issues the Association must consider the following:-

- (a) whether the Player has responded to his Club;
- (b) whether the Club has failed to pass on his reply;
- (c) whether the Club has informed the Association that the Player has failed to respond;
- (d) whether the Player has left the Club.

**17. SUSPENSION PENDING MISCONDUCT HEARING**

- 17.1 The appropriate Affiliated Association shall have the power, in consultation with The Football Regulatory Authority to order that an Official of a Club affiliated to or a Player registered with that Association, and not one associated with the 6 designated Leagues, shall be suspended from all or any specific activity for such period and on such terms and conditions as agreed by The Football Association and the Association considers appropriate (an "Interim Suspension Order").
- 17.2 The Interim Suspension Order shall apply when the Club Official or Player has been charged by the Affiliated Association in relation to an alleged act of serious misconduct, or with a criminal offence, or by a League sanctioned by the Affiliated Association or the Football Association in connection with disciplinary action pursuant to relevant regulations of the League.
- 17.3 As soon as reasonably practicable notification of an Interim Suspension Order shall be advised to the Player and/or the Club and will be lifted when the charge of misconduct is dealt with by a Disciplinary Commission or the criminal charges are withdrawn or found not to have been proved.

**18. PERSONAL HEARING**

*(See also: General Provisions relating to Inquiries, Commissions of Inquiry, Regulatory Commissions of The Association, Other Disciplinary Commissions and Appeal Boards; and Disciplinary Procedures to be used at Personal Hearings before Commissions requested by Participants of Clubs and Clubs dealt with by County and Other Affiliated Associations).*

- 18.1 The notification indicating a misconduct charge must inform the player of the right to request a Personal Hearing in respect of the alleged offence and must also indicate that in the event of the charge being proved there will be a liability to be ordered to pay all or part of the costs of the Personal Hearing, which costs may include a part of the overhead expenses of the Association attributable to the hearing. Similarly, in cases where the rules or regulations of the Association require the deposit of a fee for a Personal Hearing, (as determined by the Council - currently £50 for Participants in the National League System and £30 for Participants outside of the National League System), at the time of such request the player must be informed that the fee is liable to be forfeited in full or in part if the charge is proved, in addition to any fine which may be imposed. In an unproved case neither a fee may be retained, nor may Disciplinary Commission costs be levied, either for a Personal Hearing or for any other "non-Personal Hearing" case. (Disciplinary Commission costs cannot be levied in cases where a Player has been instructed to appear before a Disciplinary Commission).
- 18.2 Upon receiving a request for a Personal Hearing in respect of an alleged offence, the Association will appoint a Disciplinary Commission of not less than three nor more than five members to hear and adjudicate upon the charge. In the case of a player under the age of 18 years of age on the date fixed for the hearing, it shall take place either in the presence of a parent or guardian of the player or another appropriate adult.
- 18.3 Fines must not be imposed on children in youth football [Section 1.5(b)]. Any fine and administration charges arising out of misconduct by a child must be levied on the club.
- 18.4 The Player, through his Club Secretary, must be given the date, time and venue fixed for the Personal Hearing and arrangements made for the attendance before the Disciplinary Commission of any witnesses in support of the charge, in particular the match official(s) on whose report the charge has been brought. At a Personal Hearing of a charge a Disciplinary Commission may adopt such procedures as it considers appropriate and expedient for the just determination of the charge brought before it. A Disciplinary Commission shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law.

- 18.5 The person charged and the Match Official(s) concerned should be given a minimum 14 days' notice of details of the Personal Hearing. Any written request to the Commission for a postponement of the hearing should be given consideration.
- If the reason submitted is considered valid, then a postponement should be granted, and in such circumstances costs may be charged. A request for a second postponement by the same party should not be granted.
- 18.6 If the charge is found not proved, any record of it will be expunged. If the charge is found proved the Disciplinary Commission will decide what punishment, if any, is to be imposed. In so doing, members of the Disciplinary Commission must consider the overall nature and effect of the offence(s) and the Player's previous record and any plea for leniency. If charging costs the Personal Hearing fee must be taken into account.
- 18.7 Except when an Appeal has been lodged, any fines or costs that are ordered must be paid before the expiry of 14 days from the date of the order. Failure to pay within such period is deemed to be misconduct punishable by censure, a further late fine and/or suspension as determined by a Disciplinary Commission. This second Disciplinary Commission shall have the power to consider the matter on 48 hours notice and the power to suspend for continuing non-payment. (In any case, a late fine, currently £20, will be levied in addition to the original charge and a further seven days given to respond to the charge. Failure to respond, the Team and Player being suspended until the provisions above have been complied with.) The Player and his Club are jointly and severally responsible for payment of the fine and costs. The Club shall take such action as may be necessary to recover any sum paid on the Player's behalf. The rules or regulations of an Association must provide for disciplinary action to be taken against a Player who fails to reimburse his Club in accordance with the Football Debt Recovery (Section 20) regulations approved by Council.
- 18.8 A Disciplinary Commission shall comprise members appointed by the Association.
- The appointed members of such Disciplinary Commissions shall have no previous personal knowledge of the events or any involvement with any of the participants concerned.
- 18.9 Participants shall have the right to appeal decisions of Disciplinary Commissions to an Appeal Board of The Football Association where the sanction imposed is in excess of 2 matches and/or a £25 fine. The Player and/or the Club for which the Player was playing at the time may appeal within 14 days of the sending of the decision notification. The FA shall also have the right to appeal decisions of Disciplinary Commissions to an Appeal Board of The Football Association. There shall be no further right of challenge in respect of decisions of Disciplinary Commissions, which are otherwise final and binding.
- 18.10 The decision of the Association will be sent by first-class post or by e-mail to the Secretaries of all clubs for whom the Player is known to be currently playing and to the Player's home address if known. Each of these secretaries is responsible for informing the Player of the decision.
- 18.11 The commencement date of any suspension imposed on a Player is at the discretion of the adjudicating Disciplinary Commission, subject to the suspension starting on a Monday. Such date must allow for the 14-day period permitted for an appeal.
- 18.12 Referees and Assistant Referees may be told the result of a hearing on the next working day, should they request to be told, subject to the participant being aware of the decision.

## 19 FURTHER DISCIPLINARY ACTION

An Affiliated Association in formulating its rules and regulations for misconduct may adopt and include some or all of the following powers: -

- 19.1 To make an order that a Club whose players are persistently found guilty of misconduct
- (a) Be censured and/or fined in accordance with the approved penalty point process
  - (b) May have its affiliation suspended or cancelled



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- 19.2 (a) Any other power approved in writing by The Football Association
- (b) Any optional or alternative power granted to an Affiliated Association in accordance with Section 2(a) shall continue from year to year until such time as the approval is withdrawn. Such approval may be withdrawn by notice in writing from The Football Association given before 30th April, in any year.

## FOOTBALL DEBT RECOVERY

This memorandum is applicable to Participants at Steps 2 and below only

Limited to £50 minimum total claim, except for the recovery of Disciplinary Monies.

- 1 Associations are required to operate a system to collect football debts on behalf of Affiliated Clubs, Affiliated Leagues and Other Associations. Associations cannot use their football debt recovery system in respect of under 18 players of teams participating in under 18 competitions, but may do so in respect of any adult Club Official of any such team's Club.
- 2 Save for disciplinary fines and costs, football debts are defined as those costs where actual monies have been expended arising directly from football activity, and as such would include (but not be limited to), match costs (e.g. Match Fees), playing expenses (e.g. pitch hire) and League costs (repair to Cups etc). Incidental costs (e.g. fund raising activities, Club Subscriptions) do not fall within the scope of Football Debt Recovery. League fines do not fall within the scope of Football Debt Recovery where a Club remains in membership of the League to which they owe money, or disbands without having played a competitive fixture in that League in the season that any fine accrues.
- 3 Associations may take action against individuals or groups of individuals. Individuals may be pursued where they are refusing to reimburse an individual club for a qualifying debt. Where a Club has folded its qualifying debts may be apportioned against its registered members and officers, and action taken against them individually to recover the club's debt.
- 4 Where a Club's debts are apportioned to individuals they must then be treated as individuals, and any disciplinary action must not be linked to the recovery of the total debt.
- 5 It is incumbent on the creditor to take reasonable steps to recover the debt before asking their parent Association to take action. This would normally include approaching the debtor personally as well as contacting them in writing to seek payment.
- 6 The Parent Association should be approached as soon as it is clear there is a problem. In all cases this should be within 28 days of formal payment being requested, and 112 days of the debt being incurred.
- 7 The Creditor, on presenting a claim for recovery, must pay on advance an administration fee of £25 per debt to be recovered. This figure is added to the total debt to be recovered and forms part of the £50 minimum limit. In addition, the creditor must supply the Full Name, Date of Birth and last known address of the individuals responsible for the debt. The County Football Association must not place a participant under suspension under the Football Debt Recovery scheme without this information.
- 8 Upon receipt the Association must immediately take steps to verify whether the debt is valid and notify the creditor and debtor of its decision.
- 9 Upon being satisfied that a Qualifying debt exists the Association must apportion the debt on a pro-rata basis and notify the individual or individuals concerned. The Association may add an additional Administration Fee of £1 to each individual's pro-rata debt.
- 10 Upon being notified, an individual must pay the debt within 21 days of the issue of the notification letter or appeal in accordance with the appeal procedures. If payment or appeal is not received the individual will be suspended sine die until the debt is paid and he is notified that the suspension has been lifted. This suspension will commence from (and include) the 22nd day after the date the notification was issued.

## THE DISCIPLINARY PROCEDURES TO BE USED AT PERSONAL HEARINGS BEFORE DISCIPLINARY COMMISSIONS REQUESTED BY PARTICIPANTS OF CLUBS AND CLUBS DEALT WITH BY COUNTY AND OTHER AFFILIATED ASSOCIATIONS.

### PERSONAL HEARINGS BEFORE A DISCIPLINARY COMMISSION

- A. Subject to the Rules of The Football Association, a Disciplinary Commission may adopt such procedures at a Personal Hearing of a Charge as it considers appropriate and expedient for the just determination of the Charge brought before it.
- B. A Disciplinary Commission shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceedings before a Court of Law.
- C. A Disciplinary Commission must be chaired by a Chairman that has completed the FA Chairman training and passed the online assessment within the previous 2 years.
- D. A Disciplinary Commission may appoint members from outside of the Affiliated Association Council.
- E. For all Personal Hearings all case papers must be distributed to the Participant and the Commission Members at least 3 days prior to the hearing.

### Attendance of Children at Personal Hearings

#### CHILDREN

- F. A child aged 13 or under must not appear at a Disciplinary Commission as either a witness or the person charged. An alternative method should be adopted which could include:
  - A meeting - bring the parties together to talk through the issues.
  - County Football Association (CFA) Welfare Officer (CFA WO) to talk to the child to warn them about their behaviour. A parent/carer should be present at any meeting.
  - CFA WO to obtain written statement from child and Disciplinary Commission to then proceed on paper basis only – the CFA WO may need to write the statement in conjunction with the child and parent/carer.
  - Private meeting between child and CFA WO to establish child's version of events, CFA WO to report verbally to disciplinary commission. The CFA WO should make a contemporaneous note of the meeting and a parent/carer should be present throughout.
- G. A child between the ages of 14 and 16 years inclusive can attend a disciplinary commission provided that:
  - he / she understands it is his / her duty to speak the truth.
  - his / her evidence is sufficiently important to justify it being heard.
  - the appropriate procedures relating to minors are adopted. The child must be accompanied by a parent/carer.
- H. When dealing with a Disciplinary Commission involving those aged 17 years, best practice would be to follow the guidance established for adults, except in cases where the individual has learning development needs. Those with learning development needs should be treated in a manner consistent with their mental capacity. If the suggestion is that the participant has the cognitive reasoning of a child of a particular age, follow that guidance.
  - Where a child is aged 17, consent of the parent should be sought for the child to attend the Disciplinary Commission where possible / appropriate. A 17 year old is still a child and if they choose to have adult representation this should be allowed.
1. The Disciplinary Commission may appoint a person to act as Secretary to the Disciplinary Commission whose duty shall be to call the evidence to be submitted in support of the Charge and generally assist the Disciplinary Commission in its determination of the Charge.

2. A participant may be represented by one individual. (For instance, a player may be represented by a Club Official of a Club with which he is associated or by a representative of the Professional Footballers' Association, and a Referee may be represented by a representative of the Referees Association except when he is acting as a witness.) A participant appearing before a Disciplinary Commission may be legally represented only with the prior consent of the Disciplinary Commission. Request for consent must be made with at least 7 days notice. An individual acting as representative for a participant shall not be allowed to give evidence at a Disciplinary Commission.
3. The person charged and any representative shall be admitted to the hearing. The Disciplinary Commission shall satisfy itself that the person charged has had details of the Charge.
4. Evidence (including witness evidence) in support of the Charge shall be received by the Disciplinary Commission. In cases concerning a report from a Match Official, that report shall be received in evidence first and shall be read out to the hearing. This report may have been submitted by email or through a web-site, in accordance with accepted FA procedures.
5. The person charged or his representative shall have the right to ask questions relevant to the matters in issue of any witness in support of the Charge.
6. After evidence in support of the Charge has been received by the Disciplinary Commission, any written statement made by the person charged shall be read out to the Disciplinary Commission.  
The person charged may then give evidence on his own behalf and in such event he may have questions asked of him by the Disciplinary Commission. The person charged or his representative may then submit evidence and call witnesses.
7. At any time the chairman and, through him, members of the Disciplinary Commission, may ask questions of any witness or any representative. The Disciplinary Commission may draw such inferences as it considers appropriate from the failure of the person charged to give evidence or answer a question put to him.
8. In the event of the evidence submitted in answer to the Charge disclosing a point which the Disciplinary Commission considers was not covered in the evidence of, or not put to, any witness in support of the Charge, the Commission may recall any witness and ask questions of such witness. The person charged or his representative may also ask questions as at 5 above.
9. The evidence having been completed to the satisfaction of the Disciplinary Commission, the person charged or his representative shall be entitled to make closing submissions based upon the evidence, but this may not include reference to facts not disclosed in the evidence presented to the Disciplinary Commission.
10. At the conclusion of the closing submissions, all persons shall withdraw whilst the Disciplinary Commission considers the evidence and submissions presented to it and determines whether the Charge has been proved or not. After reaching its decision, the Disciplinary Commission shall recall the person charged and his representative. The chairman shall announce whether the Charge has been found proved or not proved.
11. If the Charge is found not proved the hearing will be declared closed.
12. If the Charge is found proved details of the Misconduct (as defined in and pursuant to the Rules of The Football Association) record of the person charged shall be received by the Disciplinary Commission. The person charged, or his representative, may then make a plea in mitigation.
13. At the conclusion of the plea in mitigation the person charged and his representative shall again withdraw and the Disciplinary Commission shall determine what order or orders, if

- 
- any, shall be made under the provisions of Regulation 6.1 of the Regulations for Football Association Disciplinary Action.
14. The person charged and his representative shall then be re-admitted and informed of the decision of the Disciplinary Commission. This shall subsequently be confirmed in writing. (In cases of an Assault on a Match Referee, the findings of the Disciplinary Commission will be sent to the Match Official if requested by the Match Official in writing).
  15. As an alternative to the above, a Disciplinary Commission may, where it considers it appropriate, not announce its decision at the meeting but inform the person charged that such decision will be communicated to him in writing through his Club Secretary.

#### **BOARD HEARINGS**

The Appeal Board will be conducted in accordance with the General Provisions Relating to Appeal Boards and the Regulations for Football Association Appeals.

## REGULATIONS FOR APPLICATIONS MADE TO A REGULATORY COMMISSION FOR AN INTERIM SUSPENSION ORDER TO BE ISSUED BEFORE CHARGE, AND THE PERIODIC REVIEW OF ANY INTERIM SUSPENSION ORDER ISSUED UNDER FA RULE E16

### General Principles

In accordance with Rule E16, the Chief Regulatory Officer (CRO) (references to the CRO in these regulations include any nominee acting on his behalf) ('the applicant', for the purposes of these regulations) may apply to a Regulatory Commission for an interim suspension order to be issued before charge pursuant to Rule E16(a). These regulations apply to such applications, and to the review of all interim suspension orders issued pursuant to Rule E16.

These regulations may be deviated from at the discretion of the Regulatory Commission, which has the authority in all cases to regulate its own procedure. This includes the authority to amend any time limit stipulated in these regulations, save that any Review Period must not be more than 21 days in any case. Where a Regulatory Commission deviates from any time limit set out in these regulations, it will do so subject to the overall aim of ensuring that applications dealt with under these regulations proceed on an expedited basis in all cases, whilst ensuring a fair process.

Any failure to follow these regulations will not in itself invalidate any application or order made.

Application for an Interim Suspension Order before charge

#### (a) Notice of application

The applicant must give written notice of the application to the Judicial Panel Chairman (or his nominee). A copy of the notice must be sent at the same time to the Participant in respect of whom the application is made ('the Participant'). The notice and copy may be sent by fax, email or post.

The notice must set out a brief summary of the basis of the application. The notice must also confirm that the applicant has obtained the agreement of the PFA (in the case of a Player) and / or one of the FA Premier League, Football League or the Football Conference (National) as appropriate. This confirmation will be conclusive evidence of the fact that such agreement has been obtained.

#### (b) Composition of The Regulatory Commission

Upon receipt of the notice of application, the Judicial Panel Chairman will select a Regulatory Commission to deal with the application. This selection will be in accordance with any applicable selection policy in force from time to time, and any stipulations about the composition of the Regulatory Commission in Rule E16.

#### (c) The application

Within two working days of providing notice of the application, the applicant must provide to the Regulatory Commission Chairman, (provision to the Commission Chairman may be via the FA's Disciplinary Department for all purposes under these regulations), and to the Participant, full details of the application, consisting of the written submissions and all evidence and material of whatever nature to be relied upon in support of the application.

#### (d) Responses

Within two working days of receiving full details of the application, the Participant must provide to the Regulatory Commission Chairman and to the applicant, written submissions and all evidence and material of whatever nature to be relied upon by the Participant in response to the application.

The applicant will have two working days to provide a response, if any, to the submissions, evidence and material provided by the Participant. This response must be provided to the Regulatory Commission Chairman and the Participant.

(e) **Regulatory Commission Procedure**

i. **Timing**

The Regulatory Commission will hear the application at the earliest opportunity, but no earlier than the second working day after the provision of the response by the Participant, or the provision of any further response to that from the applicant.

Arrangements for the hearing location and arrangements will be provided by The FA to all parties concerned.

ii. **The Hearing**

A summary of the basis for the application will be put forward by the applicant. The Participant may then put forward a summary of the points to be raised on its behalf.

The applicant may then address the Regulatory Commission and put forward all submissions and all evidence and material of whatever nature relied upon.

The Participant may then address the Regulatory Commission and put forward all submissions and all evidence and material of whatever nature relied upon.

Where notice of any submission, evidence and material of whatever nature sought to be relied upon by either party at the hearing has not been given in accordance with these regulations, the Regulatory Commission shall have a discretion whether or not to take that matter into account.

Each party and the Regulatory Commission shall have the opportunity to put questions in respect of any matter presented by either party.

In conclusion, the applicant and the Participant in that order may make a closing submission.

iii **Decision**

The Regulatory Commission may make an Interim Suspension Order under Rule E16(a) -

(a) Where the applicant has established to its satisfaction the matters set out in Rule E16(a)(i) and (ii); and

(b) In accordance with Rule E16(e).

Alternatively, the Regulatory Commission may dismiss the application and / or make any other order that it considers appropriate.

Where the Regulatory Commission makes an Interim Suspension Order it must determine, and state as part of the Order, a period (the 'Review Period') after which the Participant will be entitled to have the Order reviewed by a Regulatory Commission. This period must not be more than 21 days from the date of the Order.

A decision of the Regulatory Commission made pursuant to these regulations shall be final and binding with no right of further challenge.

**Periodic review of an Interim Suspension Order****(a) General**

Once the Review Period (whether determined by a Regulatory Commission as above or by the CRO where an Interim Suspension Order is issued after charge) has elapsed, the Participant subject to the order may apply to have the Interim Suspension Order reviewed by a Regulatory Commission.

**(b) Notice of application for a review**

The Participant must give written notice of the application to the Judicial Panel Chairman (or his nominee). A copy of the notice must be sent at the same time to the CRO. The notice and copy may be sent by fax, email or post.

The notice must set out a brief summary of the basis of the application.

**(c) Composition of the Regulatory Commission**

Upon receipt of the notice of application, the Judicial Panel Chairman will select a Regulatory Commission to deal with the application. This selection will be in accordance with any applicable selection policy in force from time to time, and any stipulations about the composition of the Regulatory Commission in Rule E16. Subject to any representations by the parties, a Regulatory Commission which considers a review application may include all or any of the same members of the Regulatory Commission that imposed the Interim Suspension Order or of any Regulatory Commission which has subsequently reviewed it.

**(d) The application**

Within two working days of providing notice of the application, the Participant must provide to the Regulatory Commission Chairman, (provision to the Commission Chairman may be via the FA's Disciplinary Department for all purposes under these regulations), and to the CRO, full details of the application, consisting of the written submissions and all evidence and material of whatever nature to be relied upon in support of the application.

**(e) Responses**

Within two working days of receiving full details of the application, the CRO must provide to the Regulatory Commission Chairman and to the Participant, written submissions and all evidence and material of whatever nature to be relied upon by the CRO in response to the application.

The Participant will have two working days to provide any response, if any, to the submissions, evidence and material provided by the CRO.

**(f) Regulatory Commission Procedure****i. Timing**

The Regulatory Commission will hear the application at the earliest opportunity, but no earlier than the second working day after the provision of the response by the CRO, or any further response to that from the Participant.

Arrangements for the hearing location and arrangements will be provided by The FA to all parties concerned.

**ii. The Hearing**

A summary of the basis for the application for review will be put forward by the Participant. The CRO or his nominee may then put forward a summary of the points to be raised on his behalf.



The Participant may then address the Regulatory Commission and put forward all submissions and all evidence and material of whatever nature relied upon.

The CRO may then address the Regulatory Commission and put forward all submissions and all evidence and material of whatever nature relied upon.

Where notice of any matter relied upon by either party has not been given in accordance with these regulations, the Regulatory Commission shall have a discretion whether or not to take that matter into account.

Each party and the Regulatory Commission shall have the opportunity to put questions in respect of any matters presented by either party.

In conclusion, the Participant and the CRO in that order may make closing submissions.

iii Decision

The Regulatory Commission may make any order in respect of the Interim Suspension Order as it considers appropriate, including, without limitation, ordering that it continue in force, extending it, modifying it or removing it, save that an Interim Suspension Order issued under Rule E16(a) may only continue in force -

- (a) Where the CRO has established to its satisfaction the matters set out in Rule E16(a)(i) and (ii); and
- (b) In accordance with Rule E16(e).

Where the Regulatory Commission orders that an Interim Suspension Order continues in force, it must determine, and state as part of the Order, a period (the 'Review Period') after which the Participant will be entitled to have the Order reviewed by a Regulatory Commission. This period must not be more than 21 days from the date of the Order.

A decision of the Regulatory Commission made pursuant to these regulations shall be final and binding with no right of further challenge.

**General provisions applicable to any Regulatory Commission hearing conducted under these regulations**

Any General Provisions relating to Regulatory Commissions in force from time to time shall apply hearings conducted pursuant to these regulations, subject to the following modifications.

**Representation**

Parties have the right to be present and/or represented at any hearing before the Regulatory Commission pursuant to the regulations. In the event that either party wishes to be represented, this fact, together with the identity of any representative, shall be submitted at the same time as any application or response (as relevant).

The Regulatory Commission may, at its discretion, proceed to hear an application in the absence of any party.

The Regulatory Commission may consider any matter pursuant to these regulations on the basis of written submissions only, should the applicant and Participant not wish to be present or represented.

**Costs**

Any costs incurred in bringing, or responding, to an application for an Interim Suspension Order or a review of such an order shall be borne by the party incurring the costs. Any costs incurred in relation to the convening and conduct of the Regulatory Commission may be ordered by the Regulatory Commission to be paid by either party.

## GUIDANCE NOTE ON SAFEGUARDING CHILDREN IN THE DISCIPLINARY PROCESS

This paper has been approved by The FA's Football Regulatory Authority. Enquiries or clarification with regards to this guidance note should be directed to the Football Regulation Department in the first instance.

It forms part of a wider paper - Guidance Note on Managing Young People with Impairments such as ADHD and Tourette Syndrome in the Disciplinary System, amended January 2009.

The football authorities must seek to ensure that, consistent with their policy of Safeguarding Children, they do not put in place case management and disciplinary systems that of themselves cause harm to the very children that are intended to be safeguarded. The same principles apply to County and national associations, although it is obvious that the vast majority of Under 18s football will come under County jurisdiction. Remember they are children first, participants second.

### ISSUES

- Difficulties in children giving evidence, as recognised by the Criminal and Civil courts – the process is intrinsically upsetting for many adults and children will be less likely to be emotionally equipped to cope.
- Seldom in child's best interests to be directly involved in disciplinary commissions.
- Child's evidence can often be necessary for proper determination of proceedings.
- Cross examination can be damaging to child.

### CHILDREN UNDER THE AGE OF 14

A child aged 13 or under should not appear at a disciplinary commission. An alternative method should be adopted which could include:

- A meeting - bring the parties together to talk through the issues.
- County Football Association (CFA) Welfare Officer (CFA WO) to talk to the child to warn them about their behaviour. A parent/carer should be present at any meeting.
- CFA WO to obtain written statement from child and disciplinary commission to then proceed on paper basis only – the CFA WO may need to write the statement in conjunction with the child and parent/carer.
- Private meeting between child and CFA WO to establish child's version of events, CFA WO to report verbally to disciplinary commission. A parent/carer should be present throughout the meeting.

### CHILDREN AGED 14 THROUGH 16 YEARS

A child between the ages of 14 and 16 years inclusive can attend a disciplinary commission provided that:

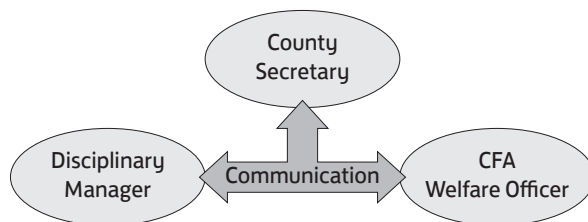
- he / she understands it is his / her duty to speak the truth.
- his / her evidence is sufficiently important to justify it being heard.
- the appropriate procedures relating to minors are adopted. The child must be accompanied by a parent/carer.

### CHILDREN AGED 17 YEARS

- Best practice when dealing with a disciplinary commission involving those aged 17 years would be to follow the guidance established for adults, except in cases where the individual has special needs. Special needs should be treated in a manner consistent with their mental capacity. If the suggestion is that the participant has the cognitive reasoning of a child of a particular age, follow that guidance.

- Where a child is aged 17, consent of the parent should be obtained for the child to attend the disciplinary commission where possible / appropriate.
- By law a 17 year old is still a child and if they choose to have adult representation this should be allowed.

#### COMMUNICATION GUIDANCE FOR CFAS



- The CFA Disciplinary/Governance staff and the CFA WO should always liaise with regards to cases involving minors. This should include meeting to agree procedures to be adopted on how the case should be heard.
- County Secretary/Chief Executive Officer should be kept up to date.

#### GENERAL BEST PRACTICE PRINCIPLES AT DISCIPLINARY COMMISSION INVOLVING CHILDREN AGED 14 - 16 YEARS INCLUSIVE

Overriding principles are that the process of appearing in a disciplinary commission should not expose a child to intimidation, distress, a late disciplinary commission or long travelling times during the school week. All possible steps should be taken to assist the child to understand and participate in the proceedings.

#### PREPARATION FOR A DISCIPLINARY COMMISSION

- Consent of the parent/carer will always be required.
- He/she should be accompanied at the disciplinary commission by an appropriate adult who could be a parent, carer, grandparent, social /care worker or Club official properly in loco parentis. This could be a friend of the family, Club Welfare Officer etc.
- The disciplinary commission should be at a location and time that is convenient to the child.
- Restrict attendance at the disciplinary commission to as small a number of people as possible. This should be restricted to those who need to be present or have the right to be present only.
- Before the disciplinary commission, it may be appropriate to allow the child or young person to visit the room so that they can familiarise themselves with the layout.
- Make sure the young person is aware of the format and process they are about to be engaged in.
- CFA WO should be available at the disciplinary commission to advise/support the child or the disciplinary commission members. They can not support both the child and the commission and their role must be limited to one of them. It must be clear which function they are fulfilling at the disciplinary commission.
- Physical layout of room can affect the proceedings and play a role in the effective engagement with the child – you could arrange chairs in two semi circles facing inward, avoid sitting behind tables.

- The members of the disciplinary commission should sit at the same level as other parties to encourage eye contact.
- Provision should be made for parents/carers to be able to sit next to their children.
- If the child is legally represented, they should be seated in a place that allows easy communication with their representative.

#### THE DISCIPLINARY COMMISSION

- At the beginning of the case, disciplinary commission members should introduce themselves and those present in the room.
- The Chair should briefly explain the role of each person.
- Address child by first name.
- Be aware of the impact body language can have e.g.
  - folded arms and peering over spectacles = negative
  - occasional nod / leaning forward = positive
- Remain seated throughout proceedings.
- If the disciplinary commission is lengthy, regular breaks should be taken.
- Proceedings should be inquisitorial rather than adversarial.
- Closed questions (those that allow a yes or no answer) and legal jargon should be avoided.
- Rephrase a question to simplify it, if the young person is finding it difficult to answer.
- Questions should be in plain English and at a level the child or young person can understand taking into account their age, maturity and intellectual and emotional development.
- Disciplinary commission members should consider what information they are trying to obtain and how it is relevant to the case.
- The nature and extent of the questioning of any witness is under the control of the Chair.
- The Chair can and should intervene to prevent the child being questioned in a hostile way.
- The Chair should ensure that questions are short, simple and phrased in a language that the child can understand.
- The Chair should also ensure that anyone else present in the room conducts themselves appropriately.
- If a parent/carer has accompanied the child to the disciplinary commission, the Chair should make clear that the parent is there in a supporting role only and should not conduct the proceedings on behalf of the child.
- If the case is proven someone should talk directly to the child, encouraging him / her to confront their behaviour, taking responsibility for it and its consequences. As this is a sensitive area it is recommended that someone with the appropriate training should undertake this e.g. the CFA WO.

FA Equality and Child Protection Dept  
FA Football Regulation Dept  
FA Disciplinary Dept

January 2009

## THE FOOTBALL ASSOCIATION DISCIPLINE PROCESS FOR SMALL-SIDED FOOTBALL

### Introduction

Implementing an effective disciplinary process is an important factor for all formats of football, helping to establish a quality, organised, safe and enjoyable football experience for all players and officials. The issue of discipline is of equal importance in Small Sided Football as it is in the 11v11 football, and subsequently should be shown proper attention and regard by Small Sided Football providers when organising their competitions; particularly if the competitions wish to be appropriately sanctioned and affiliated to The Football Association.

The FA have developed this disciplinary process to accommodate the varied and different needs of Small Sided Football. The FA recognise that applying the same disciplinary processes to Small Sided Football as it does in 11v11 football does not satisfactorily meet the differing demands of this version of the game. However, this does not mean that The FA takes ill-discipline in Small Sided Football any less seriously.

It is important to note for all Small Sided Football providers, that failure or disregard in establishing and effectively implementing these FA disciplinary processes can and will lead to The FA removing affiliation and classifying providers competitions as being unsanctioned by The FA.

For all Small Sided Football providers that affiliate to The FA nationally it is a condition of affiliation to agree to abide by the 'Heads of Agreement' that clearly state that the provider will manage disciplinary issues in accordance with The FA disciplinary process.

It is recommended that County FAs that affiliate local Small Sided Football providers establish similar agreements.

The implementation of this disciplinary process will help create a safer and more enjoyable football environment for Small Sided Football players and officials, but also importantly for the providers it can assist in retaining participants playing in their competitions.

### 1. Discipline Ownership & Control

All issues of discipline that occur at an FA affiliated Small Sided Football provider fall under the jurisdiction of the local County FA.

The ability for Small Sided Football providers to manage discipline in their competitions for incidents outlined in Table 1 below have been delegated to the provider by the local County FA.

It is at the discretion of The FA to remove this delegated responsibility from a Small Sided Football provider if the provider is unable to demonstrate competence in handling and managing disciplinary issues. In such cases the responsibility for all discipline in that competition will be returned to the local County FA.

### 2. Affiliation & Provision of Team Information

When affiliating competitions and slots to The FA or County FAs, all Small Sided Football providers must provide the following information for all teams playing in their competitions to ensure that disciplinary cases can be managed appropriately:

- Team Name
- Team Captain/Manager contact details (name, address, email or telephone number)

The Small Sided Football provider must also ensure that The FA or County FA is updated with accurate team information throughout the course of the affiliation period. Small Sided Football providers will not be affiliated unless this team information is provided accurately.

The only exceptions to this rule are outlined below:

### 2.1. **Disciplinary Agreement:**

On affiliation to The FA or County FA the Small Sided Football Provider signs the Disciplinary Agreement in Appendix B where the provider agrees to operate a comprehensive system of recording and maintaining accurate team and player details. This agreement also requires the Small Sided Football Provider to provide The FA/County FA with team information (team name and team captain contact details) within 48 hours of receiving a request for this information. It also accepts that from time-to-time The FA or County FA may request to undertake a random spot-check of a Small Sided Football providers competition to ensure that the provider has accurate team information for all teams in that competition.

As well as signing this Disciplinary Agreement, at the point of affiliation the Small Sided Football provider must also provide written evidence to The FA or County FA to demonstrate the current systems that they operate and maintain to record accurate team information.

If the Small Sided Football provider is able to comply with these points, the organisation will not be required to provide all team information to The FA / County FAs upon affiliation. If however, the Small Sided Football provider consistently fails to provide accurate team information when requested this privilege can be revoked by The FA.

### 2.2. **FA Small Sided Football Accreditation**

Small Sided Football providers that have attained The FA Small Sided Football Accreditation have demonstrated through the accreditation process that they have sufficient systems in place for recording and managing team information, and that as part of the accreditation they will provide The FA/County FAs with team details within 48 hours when requested in order for disciplinary cases to be managed. As a consequence, accredited Small Sided Football providers will not be required to provide team information upon affiliation.

### 3. **Issuing of Cautions and 'Timed Suspensions'**

In Small Sided Football yellow cards and associated cautions are not employed.

Referees should instead issue a blue card for a cautionable offence. The issuing of a blue card indicates that the recipient will serve an immediate 'timed suspension' ('sin bin').

The options for disciplining offenders are therefore as follows:

- Player shown a blue card and temporarily suspended from play
- Player issued with a discretionary second blue card and temporarily excluded from play
- Player issued with a red card and permanently excluded from play

A blue card offence should always be accompanied by a temporary suspension from play.

The period of timed suspension in Small Sided Football shall be two minutes. The release of players from a temporary suspension should be at the direction of the Referee.

### 3.1. **Recording of Blue Cards**

In Small Sided Football cautionable offences that result in a blue card and a timed suspension from the match shall not be recorded and reported by the match official or Small Sided Football provider.

Blue card offences should not be reported back to the County FA, and no disciplinary fine shall be incurred by the player.

### 4. **Disciplinary Procedures for Red Card Offences**

#### 4.1. **'Serious' Red Card Offences**

Offences not classified in Table 1 below will be the responsibility of the local County FA. Once the County FA has reviewed the case the Small Sided Football provider along with the player will be informed of the outcome and any disciplinary action.

For these offences match official are required to complete the Disciplinary Report in appendix A and submit a copy to the Small Sided Football provider and the relevant County FA.

#### 4.2. 'Less Serious' Red Card Offences (as outlined in Table 1)

Offences classified within Table 1 should be dealt with by the Small Sided Football provider under the delegated-authority of the County FA covered in Section 1 above.

The match official should complete a 'Disciplinary Report' (appendix A) and ensure that it is sent to the Small Sided Football provider.

The Small Sided Football provider should employ the following disciplinary tariff of suspensions in such cases as outlined in Table 1. The provider shall not fine the player.

#### Match Suspension Tariff:

Table 1

Offence	Penalty (to be administered by Small Sided Provider)
Receiving a second 'blue card' in the same match	1 Match suspension
Denying a goal or an obvious goal scoring opportunity	1 Match suspension
Use of offensive, insulting or abusive gestures	2 Match suspension
Attempting to kick or strike another player Violent Conduct Serious Foul Play	3 Match suspension

#### 5. Remit of Disciplinary Action

Any suspensions for offences dealt with by the County FA that are not covered in Table 1 apply to all levels of football (i.e. 11 a side and Small Sided Football).

Red cards administered in Small Sided Football for offences within Table 1 are the responsibility of the organiser to deal with according to the FA's recommended tariff of suspensions and are from Small Sided Football only.

#### 6. Personal Liability for 'Serious' Disciplinary Offences

Initial responsibility for a disciplinary issue will be with the individual that committed the offence. If this individual leaves the team but can be accurately identified, this individual shall retain responsibility for the payment of a fine and should be suspended from all forms of football until the fine is paid in accordance with the Football Debt recovery process.

If the individual responsible for the offence cannot be accurately identified, the responsibility for the payment of this fine will be with (in order of responsibility):

- 1) The small sided team that the individual played for when committing the offence.
- 2) The team captain of the team that the individual played for.

#### 7. Implementation of Disciplinary Procedures

A robust disciplinary process can only operate if a record is kept of the identity of participating teams and players.

All Small Sided Football providers should maintain details of participating teams and team contacts prior to the beginning of a competition. Providers should ensure that these details remain updated.

In addition Organisers should identify a system whereby the identity of participating players is recorded prior to a game commencing. These records should be retained by the



Organisers and referred to in the event of a serious incident or on suspicion that a player is playing whilst under suspension.

The existence of these systems (in line with Rule 2 of this policy) shall be a requirement before The FA or County FA will provide sanction to a competition taking place.

In order for an effective discipline, affiliation and referees appointment procedure to exist a good working relationship should exist between the Competition Organiser and the County FA. County FA's and Competition Organisers should establish a 'Heads of Agreement' document which identifies the responsibilities of each party in relation to maintenance of discipline and affiliation processes.

## APPENDIX A

## SMALL-SIDED FOOTBALL DISCIPLINARY REPORT

How to use:

- The Competition Referee should complete this form after a red-card has been issued.
- One form should be completed for each red-card.
  - The first copy of this form should be retained by the competition organiser
  - the second to be retained by the Referee
  - the third copy should be forwarded to the County FA (Red Cards Type Two Offences only)

Referees must report to the local County Football Association **all** Red Card Type Two Offence.

Venue	
Date	
Player	
Team	
Opposition Team	

I have disciplined this player for the following Offence:

Card Type	Offence	Please Tick
<b>Red Card Type One</b>	Denying a goal or an obvious scoring opportunity by physical means or by deliberately handling the ball.	
	Use of offensive, insulting or abusive language/ gesture ( <b>including at a Referee</b> )	
	A second blue card offence	
	Violent conduct	
	Serious Foul Play	
<b>Red Cards Type Two</b> (to be managed by County FA)	Serious Violent Behaviour causing injury, including any form of assault	
	Spitting	
	Any offences where the offender has also acted in a discriminatory manner for reasons of ethnic origin, colour, race, religion, sex, sexual orientation, disability	
	Any other offence not covered above including offences after the match or after being dismissed	

<p>Notes of Incident</p>	
<p>Notes of Incident (Continued)</p>	

Referee Name: .....

Signature: .....

Email Address: .....

Date: .....

**APPENDIX B****SMALL SIDED FOOTBALL PROVIDER****DISCIPLINARY AGREEMENT**

This Disciplinary Agreement must be signed and adhered to by a Small Sided Football provider upon affiliating to the FA or County FA if they do not wish to submit all team information details as part of the affiliation process.

The Small Sided Football provider agrees to adhere to the following:

- 1 The SSF provider agrees to appropriately affiliate all leagues and teams to The FA or County FA for the duration of this agreement.
- 2 The SSF provider will work with The FA and appropriate County FAs to manage and maintain a robust discipline process in their competitions and will adhere to The FA Small Sided Football Disciplinary Policy.
- 3 The SSF provider will promptly forward all incident reports to the relevant County FA for every sending off for offences not covered under Table 1 of the procedures that occurs in their competitions within 5 working days. The SSF provider will manage suspensions and disciplinary incidents that are considered 'less serious' and are covered within Table 1. in line with the FA SSF Disciplinary Policy.
- 4 The SSF provider will provide within 48 hours after receiving a request from a County FA the details of players that are involved in offences being dealt with by the County FA. If the provider is unable to identify or provide details for the player involved, as a minimum the SSF provider must be able to produce the team captain / manager's name, address and contact details.
- 5 The SSF provider will ensure that suspended players are unable to play in their competitions for the duration of the player's suspension.
- 6 The local County FA will manage disciplinary incidents outlined in The FAs SSF Disciplinary Policy.
- 7 The County FAs will ensure that the SSF Provider is made aware of all outcomes that affect players involved in their competitions.
- 8 The County FAs will ensure that the SSF provider is informed of all players that are suspended from participating in affiliated football.
- 9 The SSF provider will ensure that they operate a robust and thorough system of recording and maintaining accurate team and player details in all of their affiliated competitions. The SSF provider at the point of affiliation will provide the County FA or The FA written details of this system that they operate.
- 10 The FA or County FA from time-to-time may request to undertake a spot-check of a SSF providers competition to ensure that the provider has the necessary team details for all teams involved in the competition.

The SSF Provider (named below) agrees to adhere to all of the points listed in this Disciplinary Agreement during the period of affiliation to The FA or County FA.

This agreement needs to be signed by the SSF provider and returned to either the FA or County FA at the point of affiliation.

<b>Name of SSF Provider:</b>	
<b>Name of Senior Representative at the SSF Provider:</b>	
<b>Role at the Organisation:</b>	
<b>Signed:</b>	
<b>Date:</b>	

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## SMALL-SIDED FOOTBALL

### LAWS OF THE GAME

Revised February 2012

#### Introduction

The following laws of the game are The Football Association's recommended laws for use in Small-Sided Football. This includes 5, 6 and 7-a-side games but not Mini-Soccer or Futsal, which have their own specific laws. (These are also available from The FA). These Laws were revised in 2012 based on the following principles;

- A revision of The FA's Laws so that they better reflect the game that it is being played in many venues
- Applying the general principle of the 'normal laws of Association Football with exceptions' and as consequence simplifying the game for both players and referees.
- Improving the technical quality of play in the small-sided game
- To encourage participation and enjoyment in a safe and controlled environment.

Over 1.24 million adults play Small Sided Football every week in over 28000 organised Small Sided Football teams (Sport England Active People Survey 2010). As a consequence Small Sided Football is now the largest form of the recreational game. The laws that people play the game tend to differ from venue to venue and reflect both traditions of play and the constraints of the facility in which the game is taking place. The set of Laws contained in this document are those that the FA will use in its own Small Sided Football competitions and we would recommend their adoption by all organisers of Small Sided Football. However given the diversity of small sided facilities and formats in this country use of these Laws in all circumstances is not mandatory and these revised Laws also allow the FA and the County Football Associations to sanction other formats of Small Sided Football. The principles of any approval by the FA shall be based upon;

- The normal laws of Association Football apply with exceptions
- The game should take into full account the health and safety of the players and officials.

This document contains both a full set of laws, suitable for use by competition organisers and match officials and an abridged version that can be used to advise participants of the laws that will be of greatest interest to them.

Further advice on laws of the game and the affiliation of competitions can be obtained from your local County Football Association.

**SECTION ONE**

**Small-Sided Football - Laws of the Game**

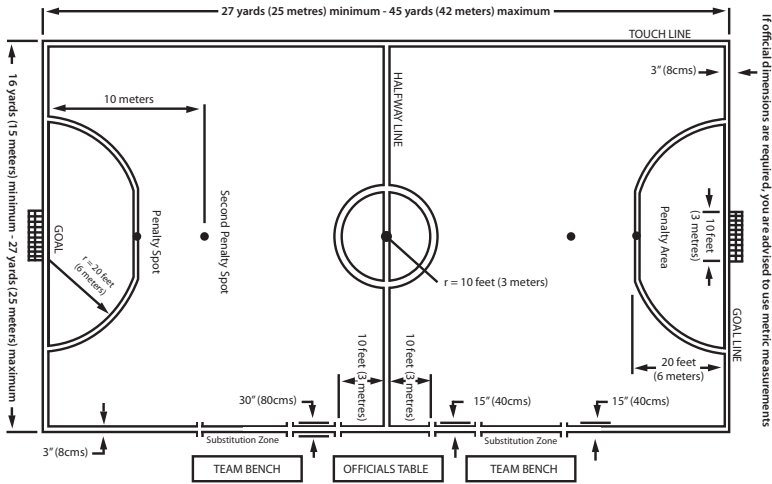
**General Principle**

Where not stated the normal Laws of Association Football apply with exceptions notably that there is no offside in Small Sided Football

**LAW 1 - THE PLAYING AREA**

**The Pitch**

Small Side Football may be played with or without barriers.



The playing area must be rectangular. The length of the touchline must be greater than the length of the goal line.

For 5 and 6 – a side football the following dimensions are recommended

- Length: minimum 25 m  
maximum 50 m
- Width: minimum 16 m  
maximum 35 m

For 7 a side football the following dimensions are recommended

- Length: minimum 50m  
maximum 60m
- Width: minimum 30m  
maximum 40m

**Area Markings**

The playing area is marked with lines. The two longer boundary lines are called touchlines. The two shorter lines are called goal lines.

All lines are 8cm wide.

The playing area is divided into two halves by the halfway line.

The **centre mark** is indicated at the midpoint of the halfway line. A circle with a radius of 3 m is marked around it.

A **penalty area** is defined at each end of the pitch as follows:

A semi circle of 6 m radius shall be drawn from the centre of each goal line. The extremities of these semi-circles should reach the goal line, barrier or wall regardless of whether or not the goal posts encroach onto the playing area.

#### **Penalty Mark**

A penalty mark is drawn 6 m from the midpoint between the goal posts and equidistant from them.

#### **The Corner Arc**

Where barriers do not surround the playing area a quarter circle with a radius of 25cm from each corner is drawn inside the playing area.

#### **Goals**

Goals must be placed on the centre of each goal line.

They consist of two upright posts equidistant from each corner and joined at the top by a horizontal crossbar.

The distance (inside measurement) between the posts is maximum 5m, minimum 3m and the distance from the lower edge of the crossbar to the ground is maximum 2m minimum 1.20m.

Both goal posts and the crossbar have the same width and depth of 8cm. Nets, made of hemp, jute or nylon, are attached to the posts and crossbars behind the goals. The lower part is supported by curved bars or some other adequate support.

#### **Safety**

The goals may be portable but they must be anchored securely to the ground during play as per Health and Safety requirements.

#### **Playing Surface**

Where natural turf is not used the surface must be smooth and flat and non-abrasive. The use of wood or artificial material is recommended.

### **LAW 2: THE BALL**

#### **Qualities and Measurements**

The ball is:

- spherical
- made of leather or other suitable material
- size appropriate to the age group playing

#### **Replacement of a Defective Ball**

If the ball bursts or becomes defective during the course of a game:

- the game is stopped
- the game is restarted by dropping the replacement ball at the place where the first ball became defective

If the ball bursts or becomes defective while not in play:

- the game is restarted according to the Laws

The ball may not be changed during the match without the permission of the referee.

**LAW 3: THE NUMBER OF PLAYERS**

A match is played by two teams, each consisting of not more than the following number of players and substitutes for each format:

5-a-side = 5 players per team and 3 substitutes (total of 8 players)

6-a-side = 6 players per team and 3 substitutes (total of 9 players)

7-a-side = 7 players per team and 3 substitutes (total of 10 players)

**Substitution Procedure**

The maximum number of substitutes permitted is three.

The number of substitutions made during a game is unlimited. A player who has been replaced may return to the pitch as a substitute for another player.

Substitutions should take place when there is a break in play or during play if the second official is involved in refereeing the game. This will be determined by the Competition Rules.

A substitution is one that is made when the ball is in or out of play for which the following conditions must be observed:

- The player entering the playing area may not do so until the player leaving the playing area has passed completely over the boundary line
- Where barricades are used the players must use the opening onto the playing area
- A substitution is complete when the substitute enters the playing area from which moment he becomes a player and the player he is replacing ceases to be a player

A substitute is subject to the authority and jurisdiction of the referee whether called upon to play or not

**Changing Places with the Goalkeeper**

Any of the players or substitutes, may change places with the goalkeeper. The following conditions must be observed:

- The referee must be informed before the change is made
- The change may only be made during a stoppage in play
- The replacement goalkeeper must wear a jersey which distinguishes him from all other players

**Infringements/Sanctions**

If, while a substitution is being made, a substitute enters the playing area before the player being replaced has completely left:

- play is stopped
- the player being replaced is instructed to leave the playing area
- The substitute is 'sin binned' for the agreed period.
- Play is restarted by an indirect free kick to be taken by the opposing team from the place where the ball was situated when the game was stopped. However, if the ball was inside the penalty area, the indirect free kick is taken on the penalty area line, at the place nearest to the position of the ball when play was stopped

Where barricades are used if, while a substitution is being made, a substitute enters the playing area or a player being replaced leaves it from a place other than the recognised opening in the barricades:

- play is stopped
- The substitute is 'sin binned' for the agreed period.
- Play is restarted by an indirect free kick to be taken by the opposing team from the place where the ball was situated when the game was stopped. However, if the ball was inside the penalty area, the indirect free kick is taken on the penalty area line, at the place nearest to the position of the ball when play was stopped

### Validity of a Match – Playing Numbers

A match should not be considered valid if the playing strength of either team is permanently reduced by:

- **More than** two players for 5-a-side,
- **More than** two players for 6-a-side
- **More than** three players for 7-a-side.

However this should only apply when players are permanently excluded or lost through injury rather than within the ‘Sin Bin’ for a two minute suspension.

### LAW 4: THE PLAYERS’ EQUIPMENT

#### Safety

A player must not use equipment or wear anything that is dangerous to himself or another player, including any kind of jewellery. Jewellery should be removed.

#### Basic Equipment

The basic compulsory equipment of a player is:

- A jersey or shirt
- Shorts or track suit trousers
- Socks
- Shinguards
- Footwear – which is subject and appropriate to local conditions and surface type must be worn.

#### Shinguards

- are covered entirely by the socks
- are made of a suitable material (rubber, plastic or similar substances)
- provide a reasonable degree of protection

#### Goalkeepers

- the goalkeeper is permitted to wear long trousers
- each goalkeeper wears colours which easily distinguish him from the other players and the referees

#### Infringements/Sanctions

For any Infringements of this Law:

- The player at fault is instructed by the referee to leave the playing area to correct his equipment or to obtain any missing item of equipment. The player may not return to the playing area without first reporting to the referee, who then checks that the player’s equipment is now correct. The player is only allowed to re-enter the game when the ball is out of play.
- Players can return to play whilst the ball is in play if a second official has checked the equipment. If no second official is present the player must wait for a break in play in order for the referee to check the faulty equipment.

### LAW 5: THE REFEREE

#### The Authority of the Referee

Each game is controlled by a referee who has full authority to enforce the Laws of the Game in connection with the game to which he has been appointed, from the moment he enters the locality where the playing area is situated until he leaves.

## Powers and Duties

### The Referee:

- Enforces the Laws of the Game
- Allows play to continue when the team against which an offence has been committed will benefit from such an advantage and penalises the original offence if the anticipated advantage does not ensue at that time
- Keeps a record of the match and provides the appropriate authorities with a game report which includes information on any disciplinary action taken against players, and/or team officials and any other incidents which occur before, during or after the game
- Acts as timekeeper
- Stops, suspends or terminates the game for any infringement of the Laws or due to any kind of outside interference
- Takes disciplinary action against players guilty of cautionable and sending-off offences
- Takes action against team officials who fail to conduct themselves in a responsible manner and may, at his discretion, expel them from the playing area and its immediate surrounds
- Ensures that no unauthorised persons enter the playing area
- Stops the game if, in his opinion, upon injury assessment a player is seriously injured and ensures that he is removed from the playing area
- Ensures any player bleeding from a wound leaves the playing area
- Allows play to continue until there is a stoppage in play if a player is, in his opinion, only slightly injured
- Ensures that any ball used meets the requirements of Law 2
- Make use of timed suspensions to exclude temporarily players guilty of infringements of the laws.
- In the absence of a second official, the referee should make excluded players aware of the end of their period of suspension

### Decisions of the Referee

The decisions of the referee regarding facts connected with play are final.

## LAW 6: THE MATCH OFFICIAL

### Duties

The duties of the Match Official are to assist the referee in the control of the game in the following areas: -

- Control of the substitution procedure, ensuring that the player to be replaced has left the playing area before the substitute is allowed to enter the playing area
- Check the equipment of all the substitutes entering the playing area
- Ensure that a player sent from the playing area by the referee, to replace any missing or defective equipment is checked before being allowed back on to the playing area
- If a player has been removed from the playing area by the referee to have a 'blood injury' treated the match official must ensure that the bleeding has stopped before the player is allowed to re enter the playing area
- Keep a full record of the game details
- Act as the timekeeper for any player who has been given a temporary suspension from the game
- Report to the referee any misconduct by any of the team players or officials in the technical / bench / substitute area
- Carry out any other duties as requested by the referee



**LAW 7: THE DURATION OF THE GAME**

The duration of the game shall be divided into two equal periods of over five and up to 25 minutes each period subject to the following:

- (a) Allowance shall be made in either period for time lost through stoppages as decided by the referee.
- (b) The duration of either half shall be extended to enable a penalty kick to be taken.
- (c) At half time the interval shall not exceed five minutes except by consent of the Referee.
- (d) Competition rules may allow for a game to be played in its entirety without a half time interval or requirement to change ends.

For games ending in a draw, competition rules may state provisions involving extra time or other procedures approved by the International FA Board to determine the winner of the game.

**LAW 8: START OF PLAY****Preliminaries**

The choice of ends is decided by the toss of a coin. The team winning the toss decides which goal it wishes to attack in the first half of the game.

The other team takes the kick-off to start the game.

**Kick-off**

A kick-off is a way of starting or restarting play:

- at the start of the game
- after a goal has been scored
- at the start of the second half of the game
- at the start of each period of extra time, where applicable

A goal may be scored directly from the kick-off.

**Procedure**

- all players are in their own half of the playing area
- the opponents of the team taking the kick-off are at least 3m from the ball until it is in play
- the ball is stationary on the centre mark
- the referee gives a signal
- the ball is in play when it is kicked and moves forward
- the kicker may not touch the ball a second time until it has touched another player

After a team scores a goal, the other team takes the kick-off.

**Infringements/Sanctions**

If the kicker touches the ball for a second time before it has been touched by another player:

- An indirect free kick is awarded to the opposing team which has to be taken from the place where the infringement occurred. For any other infringement of the kick-off procedure the kick-off is retaken.

**Drop Ball**

A drop ball is a way of restarting the game after a temporary stoppage

**Procedure**

The referee drops the ball at the place where it was located when play was stopped, unless it was in the goalkeeper's possession, when the goalkeeper shall, at the referee's signal; return the ball into play by throwing the ball from any point within the Penalty Area.

Play restarts when the ball touches the ground.

Where barricades are in use and a drop ball is required the referee shall drop the ball 2m from the barricade at the appropriate point.

### **Infringements/Sanctions**

The ball is dropped again:

- If it is touched by a player before it makes contact with the ground
- If the ball leaves the playing area after it makes contact with the ground, without a player touching it

### **LAW 9: THE BALL IN AND OUT OF PLAY**

#### **Ball Out of Play**

The ball is out of play when:

- It has wholly crossed the goal line or touch line, whether on the ground or in the air
- Play has been stopped by the referee
- When playing indoors, it hits the ceiling

#### **Ball In Play**

The ball is in play at all other times including when:

- It rebounds from a goal post, the crossbar, or the barricades onto the playing area
- It rebounds from the referee when on the playing area

### **Decisions**

When a game is being played on an indoor playing area and the ball hits the ceiling, the game is restarted by an indirect free kick awarded to the opposing team to the one which last touched the ball.

The indirect free kick should be taken from the point at which the ball began to rise. Should this occur in the penalty area, the free kick should be taken from the penalty area line nearest to where the offence was committed. The exception to this rule is when the ball hits the ceiling following a deliberate 'save' (as opposed to a clearance) by the goalkeeper. In this case teams should play on.

Height of ball restrictions – If a height restriction is to be introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team. If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place. The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance. Should another player then play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team

### **LAW 10: THE METHOD OF SCORING**

#### **Goal Scored**

Except otherwise provided by these Laws, a goal is scored when the whole of the ball passes over the goal line, between the goalposts and under the crossbar, unless it has been thrown, carried or intentionally propelled by the hand or arm by a player of the attacking side, the goalkeeper included.

#### **Winning Team**

The team scoring the greater number of goals during a game is the winner. If both teams score an equal number of goals or if no goals are scored, the game is drawn.

#### **Competition Rules**

For games ending in a draw, competition rules may state provisions involving extra time or other procedures to determine the winner of a game.

**LAW 11: FREE KICKS****Types of Free Kicks**

Free kicks are either direct or indirect.

For both direct and indirect free kicks, the ball must be stationary when the kick is taken and the kicker may not touch the ball a second time until it has touched another player.

**The Direct Free Kick**

- If a direct free kick is kicked directly into the opponent's goal, a goal is awarded

**The Indirect Free Kick**

- A goal can be scored only if the ball subsequently touches another player before it enters the goal

**Position of Free Kick**

- All opponents must be at least 3m from the ball until it is in play
- The ball is in play after it has been touched or played

**Infringements/Sanctions**

If, when a free kick is taken, an opponent is closer to the ball than the required distance:

- The kick is retaken

If, after the ball is in play, the kicker touches the ball a second time before it has touched another player:

- An indirect free kick is awarded to the opposing team, taken from the place where the infringement occurred.

**Signals**

**Direct Free Kick:** the referee keeps one arm horizontal pointing in the direction the kick has to be taken

**Indirect Free Kick:** the referee indicates an indirect free kick by raising his arm above his head. He maintains his arm in that position until the kick has been taken and the ball has touched another player or goes out of play

**LAW 12: FOULS AND MISCONDUCT**

Fouls and misconduct are penalised as follows:

**Direct Free Kick**

A direct free kick is awarded to the opposing team if a player commits any of the following seven offences in a manner considered by the referee to be careless, reckless or using excessive force:

- Kicks or attempts to kick an opponent
- Trips or attempts to trip an opponent
- Jumps at an opponent
- Charges an opponent, even with the shoulder
- Strikes or attempts to strike an opponent
- Pushes an opponent
- Tackles an opponent

A direct free kick is also awarded to the opposing team if a player commits any of the following offences:

- holds an opponent
- spits at an opponent
- Slides in an attempt to play the ball when it is being played or attempted to be played by an opponent (sliding tackle).
- handles the ball deliberately, except for the goalkeeper in his own penalty area

A direct free kick is taken from the place where the infringement occurred.

### Penalty Kick

A penalty kick is awarded if a player commits any of the aforementioned offences inside his own penalty area, irrespective of the position of the ball but provided that it is in play.

If the Competition Rules dictate that only goalkeepers are permitted inside their own penalty area then this part of the Law does not apply.

### Indirect Free Kick

An indirect free kick is awarded to the opposing team if a goalkeeper commits one of the following offences:

- touches or controls the ball with his hands after it has been deliberately kicked to him by a team-mate
- touches or controls the ball with his hands after he has received it directly from a kick-in taken by a team-mate
- touches or controls the ball with his hands or feet, in the penalty area, for more than four seconds
- Height of ball restrictions (optional modification) – If a height restriction is introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team.
- If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place.
- The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance unless the ball hits the roof when play should be restarted with a drop ball. However should another player play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team.

An indirect free kick is also awarded to the opposing team, to be taken from the place where the infringement occurred, if, in the opinion of the referee, a player:

- plays in a dangerous manner
- deliberately impedes the progress of an opponent when the ball is not being played
- prevents the goalkeeper from releasing the ball from his hands
- commits any other offence, not previously mentioned in Law 12, for which play is stopped to caution or dismiss a player

The indirect free kick is taken from the place where the infringement occurred, unless this was in the penalty area, in which case the indirect free kick is taken from the penalty area line at the point nearest to where the infringement occurred.

### Disciplinary Sanctions

The use of temporary time suspensions ('sin bins) and the exclusion of a player arising from the issuing of a red card are the recommended disciplinary sanctions for use in small-sided football. Match officials should employ the use of temporary timed suspensions (blue cards) in all cases traditionally regarded as cautionable offences.

Referees shall also have the discretion to use a second 'blue card' and a further period of suspension for a second minor offence rather than a second blue card automatically resulting in a red card and permanent expulsion.

The options for a match official imposing disciplinary sanctions are therefore;

- Player shown a blue card and temporarily suspended from play
- Player issued with a discretionary second blue card and temporarily excluded from play
- Player issued with a red card and permanently excluded from play

A blue card offence should always be accompanied by a temporary suspension from play.

The period of timed suspension in Small Sided Football shall be two minutes. The release of players from a temporary suspension should be at the direction of the Referee or a Match Official if one is available.

#### **Temporary Timed Suspensions – Procedures**

A player temporarily suspended from play will be shown a blue card by the match official and informed that he/she shall be suspended from play for two minutes.

The player is obliged to leave the playing area and remain in a designated 'sin bin' area for the required suspension time. Separate 'sin bin' areas should be identified for each team. If no designated 'sin bin' areas are provided then suspended players should remain in the area where they can be seen by the referee and adjacent to team officials and substitutes.

A player will be informed as to the end of a period of suspension by the referee or match official and invited to rejoin the game. Where barricades are used the players must use the opening onto the playing area.

#### **Temporary Timed Suspensions**

A player is shown the blue card and temporarily excluded from play if he commits any of the following offences:

C1 is guilty of unsporting behaviour

C2 shows dissent by word or action

C3 persistently infringes the Laws of the Game

C4 delays the restart of play

C5 fails to respect the required distance when play is restarted with a corner kick, kick-in, free kick or goal clearance.

C6 enters or re-enters the playing area without the referee's permission or infringes the substitution procedure

C7 deliberately leaves the playing area without the referee's permission outside of a substitution

For any of these offences, an indirect free kick is awarded to the opposing team, to be taken from the place where the infringement occurred. If the offence was committed within the penalty area the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred.

#### **Exception to the use of 'Blue Cards' and Temporary Timed Suspensions**

The only exception to the use of 'Blue Cards' and Temporary Timed Suspensions is in facilities where if a player is excluded for two minutes they are unable to take up a position which is still in the eye line of the Referee but outside the boundaries of the pitch. This might be the case in an enclosed sports hall or in a complex of caged pitches. In such circumstances safety considerations requires the Referee to employ the use of yellow cards, with all players remaining on the pitch unless excluded permanently. In this situation normal disciplinary sanctions will apply after the game as per the competition rules. If 2 yellow cards are given to an individual the player will be shown a red card and dismissed.

#### **Sending-Off Offences**

A player is sent off and shown the red card if he commits any of the following offences:

1. S1 is guilty of serious foul play
2. S2 is guilty of violent conduct
3. S3 spits at an opponent or any other person
4. S4 denies the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (this does not apply to a goalkeeper within his own penalty area)

5. S5 denies an obvious goal-scoring opportunity to an opponent moving towards the player's goal by an offence punishable by a free kick or a penalty kick
6. S6 uses offensive, insulting or abusive language
7. S7 receives a second blue/yellow card in the same match

If play is stopped for a player to be sent from the playing area without having committed any additional infringement of the Laws, the game is restarted by an indirect free kick, awarded to the opposing team, to be taken at the place where the infringement occurred. However, if the offence is committed in the penalty area, the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred.

### Decisions

A player who has been sent off may not take any further part in the game nor may he sit on the substitutes' bench, where provided.

## LAW 13

### The Penalty Kick

A penalty kick is awarded against a team which commits any of the offences for which a direct free kick is awarded inside its own penalty area and while the ball is in play subject to Competition Rules dictating if other players other than the defending goalkeeper may enter the penalty area.

A goal may be scored directly from a penalty kick.

Additional time is allowed for a penalty kick to be taken at the end of each half or at the end of each period of extra time.

### Position of the Ball and the Players

The ball:

- Is placed on the penalty mark

The player taking the penalty kick:

- Is properly identified

The defending goalkeeper:

- Remains on his goal line, facing the kicker, between the goalposts, until the ball has been kicked

The players other than the kicker are located:

- Inside the pitch
- Outside the penalty area
- Behind or to the side of the penalty mark
- At least 3m from the ball

### Procedure

- The player taking the penalty kicks the ball forward
- He may not play the ball a second time until it has touched another player
- The ball is in play when it is kicked and moves forward

When a penalty kick is taken during the normal course of play, or time has been extended at half-time or full time to allow a penalty kick to be taken or retaken, a goal is awarded if, before passing the goalposts and under the crossbar:

- The ball touches either or both of the goalposts, and/or the crossbar and/or the goalkeeper

### Infringements/Sanctions

If any of the following situations occur:

A player of the defending team infringes this Law:

- The kick is retaken, only if a goal is not scored
- The kick is not retaken if a goal is scored

A team-mate of the player taking the kick infringes this Law of the Game:

- The kick is retaken if a goal is scored
- The kick is not retaken if a goal is not scored

The player taking the kick infringes this Law of the Game after the ball is in play:

- An indirect free kick is awarded to the opposing team, the kick to be taken from the place where the infringement occurred, unless this was in the penalty area, in which case the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred.

### LAW 14 - THE KICK-IN

A kick-in is a method of restarting play.

A goal cannot be scored directly from a kick-in.

A kick-in is awarded:

- when the whole of the ball passes over a touch line, either on the ground or in the air, or hits the ceiling
- from the place where it crossed the touch line or 2m into the playing area adjacent to where the ball left the playing area when barricades are in use
- to the opponents of the player who last touched the ball

### Position of the Ball and the Players

The ball:

- has to be stationary on the touch line; or 2m into the playing area from the barrier where barricades are in use
- is kicked into play in any direction

The player taking the kick-in:

- has part of each foot either on the touch line or on the ground outside the touch line at the moment of kicking the ball; or
- must stand between the ball and the barricade where in use

The players of the defending team:

- are at least 3m from the place where the kick-in is taken

### Procedure

- the player taking the kick-in may not play the ball a second time until it has touched another player
- the ball is in play immediately after it is kicked or touched

### Infringements/Sanctions

The kick-in is retaken by a player of the opposing team if:

- the kick-in is taken incorrectly
- the kick-in is taken from a position other than the place where the ball passed over the touch line or where indicated by the referee where barricades are in use
- An indirect free kick is awarded to the opposition if the player taking the kick in plays the ball a second time before it has been played by another player

**LAW 15****The Goal Clearance**

A goal clearance is a method of restarting play.

A goal may not be scored directly from a goal clearance.

The goal clearance is awarded when:

- the whole of the ball, having last touched a player of the attacking team, passes over the goal line, either on the ground or in the air, and a goal is not scored in accordance with Law 10

**Procedure**

- opponents remain outside the penalty area
- the goalkeeper does not play the ball a second time until it has touched another player
- the ball is in play when the ball is thrown or kicked from any point within the penalty area by the goalkeeper of the defending team

**Infringements/Sanctions**

If the ball is not thrown or kicked directly beyond the penalty area:

- the goal clearance is retaken

If, after the ball is in play, the goalkeeper touches the ball, before it has touched another player:

- an indirect free kick is awarded to the opposing team from the penalty area line from the place nearest to where the infringement occurred

If, after the ball is in play, the goalkeeper picks the ball up after it has been deliberately kicked to him by a team mate:

- an indirect free kick is awarded to the opposing team, to be from the penalty area line from the place nearest to where the infringement occurred
- Competition rules may allow variations to this ruling allowing goalkeepers to receive the ball straight from a team mate.

**LAW 16****The Corner Kick**

A corner kick is a method of restarting play.

A goal may be scored directly from a corner kick, but only against the opposing team.

A corner kick is awarded when:

- The whole of the ball, having last touched a player of the defending team, passes over the goal line, either on the ground or in the air, and a goal is not scored in accordance with Law 10

**Procedure**

- The ball is placed inside the corner arc at the nearest corner
- Opponents remain at least 3m from the ball until it is in play
- The ball is kicked by a player of the attacking team
- The ball is in play when it is kicked or touched
- The kicker does not play the ball a second time until it has been played by or touched another player

**Infringements/Sanctions**

An indirect free kick is taken by the opposing team if:

- The player taking the corner kick plays the ball a second time before it has been played by or touched another player. The indirect free kick is taken from the place where the infringement occurred



For any other infringement:

- The corner kick is retaken

Where the playing area is surrounded by barricades the corner kick is replaced by a kick-in at a point 2m inside the playing area at the corner nearest the point where the ball left the playing area.

Competition Rules may allow the ball to be returned to the defending goalkeeper once the ball has crossed the goal line.

### **Kicks From The Penalty Mark Procedure**

Taking kicks from the penalty mark is a method of determining the winning team where competition rules require there to be a winning team after a match has been drawn

#### **Procedure**

- The referee chooses the goal at which the kicks will be taken
- The referee tosses a coin and the team whose captain wins the toss decides whether to take the first or second kick.
- The referee keeps a record of the kicks being taken
- In principle each team takes five kicks, depending on the circumstances described hereafter
- The kicks are taken alternately
- The names of the players taking the kicks are announced to the referee by the captains of each team before the kicks from the penalty mark are taken and must be among those included on the list of players submitted before the match. Only those players on the pitch at the completion of the game are eligible to take part in Kicks from the Penalty Mark
- Where a player(s) has been sent off by the referee the opposing team must reduce the number of players to equalise the participants in each team prior to the Kicks from the Penalty Mark commencing
- If, before both teams have taken five kicks, one has scored more goals than the other could score, even if it were to complete its five kicks, no more kicks are taken
- If, after both teams have taken five kicks, both have scored the same number of goals, kicks continue to be taken in the same order, until one team has scored one goal more than the other from the same number of kicks
- Any player who has been sent off may not take part in the kicks from the penalty mark
- Any eligible player may change places with his goalkeeper
- Only the eligible players and match officials are permitted to remain on the pitch when kicks from the penalty mark are taken
- All players, except the player taking the kick and the two goalkeepers, must remain in the opposite half to that where the kicks are being taken
- If a goalkeeper is injured during the kicks from the penalty mark procedure he may be replaced by a substitute

#### **Procedures to Determine the Winner of a Match**

To determine the winner of a match, tied after fulltime the following procedures or a combination of these procedures may be used,

- Extra time
- Kicks from the penalty mark

Use of these procedures should be detailed in the competition rules

## Appendix A: Notes on the Laws for Small Sided Football - Modifications

Provided the principles of these laws are maintained, the Laws may be modified in their application for matches, including for players with disabilities as outlined below.

Any or all of the following modifications are permissible:

- Size of the playing area
- Size, weight and material of the ball
- Width between the goalposts and height of the crossbar from the ground
- The duration of the periods of play
- Substitutions
- Height of ball restrictions – If a height restriction is to be introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team. If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place. The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance. Should another player then play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team
- Access to penalty areas being restricted only to goalkeepers. Entry into the penalty area by a defender results in a direct free kick from the penalty mark; entry into the penalty area by an attacker results in the goalkeeper being given possession of the ball to re-start the game.
- After the goalkeeper has distributed the ball, he/she may only receive a pass if the ball has either touched an opponent or if the ball has been touched by at least two of the goalkeeper's team-mates.
- Goalkeepers can only distribute the ball through underarm throws. Goalkeepers are not allowed to kick the ball deliberately unless in the process of making a save.
- Competition Rules may allow the ball to be returned to the defending goalkeeper once the ball has crossed the goal line
- Players are not permitted to hold onto barriers when in place to shield the ball and should be penalised by the referee for holding and a direct free kick awarded.

### Other formats of Small Sided Football

The Football Association has the ability to sanction other formats of Small Sided Football. The principles of any approval by the FA shall be based upon,

- The normal Laws of Association Football apply with exceptions
- The game should take into full account the health and safety of the players and officials

## Appendix B Advice to Referees

### Affiliated Competitions

To ensure they are covered by their County FA Public Liability Insurance referees should ensure that all games they officiate in are sanctioned by the appropriate authority (The FA or County FA). If in doubt contact your County FA for clarification

### Disciplinary Process

Referees should ensure that all offences for which they have dismissed players with a single red card are reported to their County FA within 48 hours of the game being played. Likewise any disciplinary issues with team officials should be reported within the same timescales

## SECTION TWO

### Small-Sided Football Laws of the Game

#### Players' Guide

- 1 The players equipment
- 2 The Referee
- 3 Duration of play
- 4 Playing the match
- 5 Making Substitutions and Changes
- 6 Fouls and free- kicks
- 7 Discipline Process
- 8 Returning the ball back into play
- 9 Modifications to the Laws

The Normal Laws of Association Football apply with exceptions:

#### 1 The Players' Equipment

A player must not use equipment or wear anything that is dangerous to himself or another player. All Jewellery must be removed. Shinguards, must be covered entirely by the socks, made of a suitable material (rubber, plastic or similar substances) and provide a reasonable degree of protection.

Goalkeepers are permitted to wear long trousers and must wear colours, which easily distinguish him from the other players and the referees

#### 2 The Authority of the Referee- Each match is controlled by a referee who has full authority to enforce the Laws of the Game in connection with the match to which he has been appointed, from the moment he enters the locality where the playing area is situated until he leaves.

#### 3 The Duration of the Game- the game shall be divided into two equal periods of over 5 and up to 25 minutes each period subject to the following:

- Allowance shall be made in either period for time lost through stoppages as decided by the referee.
- The duration of either period shall be extended to enable a penalty kick to be taken.
- The Half Time interval shall not exceed 5 minutes except by consent of the Referee.
- Competition rules may allow for a game to be played in its entirety without a half time interval or requirement to change ends.

#### 4 Kick-off- is a way of starting or restarting play: at the start of the game, after a goal has been scored, at the start of the second half of the game, and at the start of each period of extra time, where applicable. A goal may be scored directly from the kick-off. All players must be in their own half of the playing area; the opponents of the team taking the kick-off are at least 3m from the ball until it is in play. The ball must be stationary on the centre mark until the referee gives a signal. The ball is in play when it is kicked and moves forward. The kicker may not touch the ball a second time until it has touched another player

**Drop Ball-** is a way of restarting the match after a temporary stoppage. Play restarts when the ball touches the ground.

**Ball Out of Play-** The ball is out of play when: it has wholly crossed the goal line or touchline, whether on the ground or in the air, when the referee has stopped play, or when playing indoors, the ball hits the ceiling.

**Ball In Play-** the ball is in play at all other times including when: it rebounds from a goal post, the crossbar, or the barricades onto the pitch, or if it rebounds from the referee when on the playing area. When a match is being played on an indoor playing area and the ball

accidentally hits the ceiling, the game is restarted by an indirect free kick awarded to the opposing team to the team, which last touched the ball.

**Height of ball restrictions** – If a height restriction is to be introduced the competition rules should identify the height above which an indirect free kick shall be awarded to the opposing team. If a height infringement occurs within the penalty area and is committed by the defending team an indirect free kick should be awarded on the penalty area line nearest to where the offence took place. The exception to this rule shall be when the ball rises above the designated height restriction resulting from a save or block performed by a goalkeeper. Play should continue in this circumstance. Should another player then play the ball whilst it is at a height above the designated height restriction this will result in an indirect free kick to the opposing team.

**Offside**- There is no offside.

**Areas of Play** – All players – both attackers and defenders are permitted to play within the penalty area. Goals can be scored within the penalty area. Modified rules may determine that access to the penalty area is restricted except for the goalkeeper.

- 5 **Substitution Procedure**- The maximum number of substitutes permitted is three.

The number of substitutions made during a match is unlimited. A player who has been replaced may return to the pitch as a substitute for another player. Substitutions should take place when there is a break in play or during play if the second official is involved in refereeing the game.

**Changing Places with the Goalkeeper**- Any of the other players, or substitutes, may change places with the goalkeeper. The following conditions must be observed: the referee must be informed before the change is made; a change may only be made during a stoppage in play, the replacement goalkeeper must wear a jersey, which distinguishes him from all other players, and the referee.

**Viability of a match (Playing Numbers)** - For 5 or 6- a side if a team loses at any time more than 2 members of their team the match should be abandoned. For 7-a-side this number should be more than 3 members of a team. However for all formats this should only apply when players are permanently excluded or lost through injury rather than within the 'Sin Bin' for a two minute suspension.

- 6 **Fouls and Misconduct**- Fouls and misconduct are penalised as follows:

**A Direct Free Kick**- A direct free kick is taken from the place where the infringement occurred and can be kicked directly into the opponent's goal to score a goal. The referee keeps one arm horizontal pointing in the direction the kick has to be taken. A direct free kick is awarded to the opposing team if a player commits any of the following offences in a manner considered by the referee to be careless, reckless or using excessive force:

- Kicks or attempts to kick an opponent
- Trips or attempts to trip an opponent
- Jumps at, pushes or charges an opponent (even with the shoulder)
- Strikes or attempts to strike an opponent
- Tackles an opponent (the key words are doing it carelessly, recklessly or with excessive force)

In addition direct free kicks will also be awarded if a player:

- Spits at an opponent,
- Slides in an attempt to play the ball when it is being played or attempted to be played by an opponent (sliding tackle).
- Handles the ball deliberately except for the goalkeeper in his penalty area
- Holds an opponent

**A Penalty Kick**- is awarded against a team, which commits any of the offences for which a direct free kick is awarded inside its own penalty area and while the ball is in play. Additional

time is allowed for a penalty kick to be taken at the end of each half or at the end of each period of extra time.

**Position of the Ball and the Players for a Penalty kick-** The ball is placed on the penalty mark; the player taking the penalty kick is properly identified. The defending goalkeeper must remain on his goal line, facing the kicker, between the goalposts, until the ball has been kicked. The players other than the kicker are located: inside the pitch, outside the penalty area, behind or to the side of the penalty mark, at least 5m from the ball. The player taking the penalty must kick the ball forward; they may not play the ball a second time until it has touched another player. The ball is in play when it is kicked and moves forward.

**Indirect Free Kicks** - An indirect free kick is taken from the place where the infringement occurred, unless this was in the penalty area, in which case the indirect free kick is taken from the penalty area line at the point nearest to where the infringement occurred. An indirect free kick is awarded for the following offences;

- A Goalkeeper touches or controls the ball with his hands after it has been deliberately kicked or thrown to him by a team-mate.
- A Goalkeeper Touches or controls the ball with his hands or feet, in the penalty area, for more than four seconds.
- The ball exceeds the height of ball restrictions (optional modification).
- If in the opinion of the referee, a player: plays in a dangerous manner, deliberately impedes the progress of an opponent when the ball is not being played, prevents the goalkeeper from releasing the ball from his hands, commits any other offence, not previously mentioned for which play is stopped to administer a temporary timed suspension or dismiss a player.

From an Indirect Free Kick a goal can be scored only if the ball subsequently touches another player before it enters the goal. For an Indirect Free Kick: the referee indicates an indirect free kick by raising his arm above his head. He maintains his arm in that position until the kick has been taken and the ball has touched another player or goes out of play.

**Position of Free Kick-** All opponents must be at least 3m from the ball until it is in play. The ball is in play after it has been touched or played.

- 7 **Disciplinary Sanctions-** The use of temporary time suspensions ('sin bins) and the exclusion of a player arising from the issuing of a red card are the recommended disciplinary sanctions for use in small-sided football. Match officials should employ the use of temporary timed suspensions (blue cards) in all cases traditionally regarded as cautionable offences. Yellow cards are no longer to be used in small-sided football unless the use of temporary timed suspensions is impractical due to the nature of the venue i.e. referees cannot supervise players who have been dismissed. In these cases yellow cards may continue to be used.

The options for a match official imposing disciplinary sanctions are therefore;

- Player shown a blue card is temporarily suspended from play
- Player issued with a discretionary second blue card and temporarily suspended from play
- Player issued with a red card and permanently excluded from play

A blue card offence should always be accompanied by a temporary suspension from play of two minutes in duration. The release of players from a temporary suspension should be at the direction of the Referee or a Match Official if one is available.

**Temporary Timed Suspensions-** A player is shown the blue card and temporarily excluded from play if he commits any of the following offences: is guilty of unsporting behaviour, shows dissent by word or action, persistently infringes the Laws of the Game, delays the restart of play, fails to respect the required distance when play is restarted with a corner kick, kick-in, free kick or goal clearance. Enters or re-enters the pitch without the referee's permission or infringes the substitution procedure, deliberately leaves the pitch without the referee's permission.

For any of these offences, an indirect free kick is awarded to the opposing team, to be taken from the place where the infringement occurred. If the offence was committed within the penalty area the indirect free kick is taken from the penalty area line at the place nearest to where the infringement occurred. .

**Sending-Off Offences-** A player is sent off and shown the red card if he commits any of the following offences: is guilty of serious foul play, is guilty of violent conduct, spits at an opponent or any other person, denies the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball (this does not apply to a goalkeeper within his own penalty area). Denies an obvious goal-scoring opportunity to an opponent moving towards the player's goal by an offence punishable by a free kick or a penalty kick. Uses offensive, insulting or abusive language. Or if a player receives a second/third blue card in the same match.

**Decisions-** A player who has been sent off may not take any further part in the match nor may he sit on the substitutes' bench, where provided.

- 8 **The Kick-In-** is a method of restarting play. A goal cannot be scored directly from a kick-in. A kick-in is awarded if; the whole of the ball passes over a touch line, either on the ground or in the air, or hits the ceiling. A Kick-in is taken from the place where it crossed the touchline or 2m into the playing area adjacent to where the ball left the playing area when barricades are in use. The kick is awarded to the opponents of the player who last touched the ball.

The player taking the kick-in may not play the ball a second time until it has touched another player. The ball is in play immediately after it is kicked or touched. The players of the defending team must be at least 3m from the place where the kick-in is taken. The feet of the player taking the kick-in must not cross the line.

**The Corner Kick-** a goal may be scored directly from a corner kick.

- 9 Modifications to the Laws –

Any or all of the following modifications are permissible:

- Size of the field of play
- Size, weight and material of the ball
- Width between the goalposts and height of the crossbar from the ground
- The duration of the periods of play
- Substitutions
- Height of ball restrictions
- Access to penalty areas being restricted only to goalkeepers.
- Goalkeeper unable to receive 'pass backs' unless the ball has been touched by an opponent or been touched by at least two of his team-mates.
- Goalkeepers can only distribute the ball through underarm throws.
- Goalkeeper restarts if the ball crosses goal line
- Players are not permitted to hold onto barriers when in place to shield the ball

Modifications to the laws should be detailed in the competition regulations

## MATCHES AGAINST FOREIGN CLUBS

Associations, Leagues and Clubs, members of The Association, wishing to play Associations, Leagues or Clubs of another Nationality must apply to The Association for consent at least 28 days before the date of the intended match.

The Association will inform the other Association concerned when consent has been given for matches applied for.

The rules connected with the playing of matches abroad are probably the ones which are broken most. A minimum notice of 28 days should be given, though experience shows that this is not enough. When a request is made for a match to be played against foreign opposition, home or away, the national association of the opponent's club must be approached to see if that club is properly affiliated. This takes time, and at busy periods such as Easter and Whitsuntide, when many junior clubs go abroad, frequently consent is not received until shortly before the match is to be played. More unfortunately, notification is received that the proposed opponents are not affiliated, in which case the match cannot be played. Clubs have been severely punished and banned from foreign touring for periods of time for breaches of this rule.

In the case of senior professional clubs, matches between European clubs may only be arranged by agents who are licensed by the European Federation (U.E.F.A.). Lists of licensed agents are obtainable from The Football Association. It is almost courting disaster to attempt to arrange a match against foreign opposition at short notice, and "short notice" means less than a month.

### RESPONSIBILITY FOR BEHAVIOUR

On the two types of application form for Tours abroad, The FA states that: "All clubs given permission to play matches abroad are directed to ensure that, both on and off the field members of the party should uphold the prestige of The Association and of their clubs. It is a condition of permission being granted that a Director or Senior Committee Member of the club must travel with the party and must accept full responsibility for the actions and conduct of the party on tour."

Consent is also conditional upon the Laws of the Game being strictly observed. For example, even in friendly matches up to six substitutes may be used. If the matches are to be played outside Europe, clubs are reminded that in their own interest they should forward details of their visit and the matches to be played to the British Embassy in the countries concerned, and The Association will endeavour to assist in transmitting this information. This procedure is always followed in the case of an England or Representative FA side.

### TRAVEL LICENCES FOR YOUNG PLAYERS

Since an increasing number of Junior Clubs are now applying for permission to play matches abroad, The FA some time ago, published information relating to young players travelling abroad.

Recently appointed or inexperienced secretaries should note carefully the following excerpts on Licences and Passports for certain types of player under the age of 18 years.

### LICENCES

Under the terms of section 25 of the Children and Young Persons Act, 1933 a young person under 18 years of age needs a licence if he or she is to play or perform abroad for profit. Thus it is an offence for a footballer of less than 18 years of age to be sent abroad to play for his team or country unless he has been granted a licence.

The onus for applying for the licence rests with the Club Manager or in cases of an International match with The Football Association.

To obtain a licence the Club Manager or The Football Association should send to the Bow Street Magistrates Court, London WC2:-

1.
  - (a) a completed 'Application for Licence' (form Q1 obtainable from the Bow Street Magistrates Court).
  - (b) a completed 'Notice to Police' (form Q10 obtainable from the Bow Street Magistrates Court).
  - (c) a copy of the Schedule (obtainable from the Bow Street Magistrates Court).
  - (d) a letter stating that:
    - (i) the player is physically fit to go abroad for the purpose of playing football.
    - (ii) the date of birth of the player is as shown on the 'Application for Licence'
    - (iii) the 'Application for Licence' is made with the consent of the parent or guardian of the player.
  - (e) details of the Club's visit abroad, i.e. dates of the tour and matches also the financial arrangements in so far as the players are concerned.
2. The Club should also send the following to the Police in whose area the player resides:-
  - (a) a copy of the completed 'Application for Licence' (form Q1).
  - (b) a completed 'Notice to Police' (form Q10 Supplied with form Q1).
3. The arrival of the player/s who is/are on licence must be reported to the local Consul in whose area the player/s will be staying while abroad. Details of the Consul's name and telephone number will be given to you by Bow Street when the licence is issued.
4. The return of the player/s who is/are on licence must be reported to Bow Street in writing immediately after he/they has/have returned to England.

#### **PASSPORTS**

Applications for passports in respect of footballers of less than 18 years of age going abroad to play football should be sent or taken to the nearest Passport Office. Each application should be accompanied by the Club Manager's written undertaking that the player will not be sent abroad to play for his team without a licence so long as he is under the age of eighteen. These requirements do not apply to players over the age of 18, nor where the passport is required for holiday purposes.



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## STANDARD CLUB RULES

### SUGGESTED RULES:

#### 1. Name

The club shall be called \_\_\_\_\_ (the “Club”).

#### 2. Objects

The objects of the Club shall be to provide facilities, promote the game of Association Football, to arrange matches and social activities for its members and community participation in the same.

#### 3. Status of Rules

These rules (the “Club Rules”) form a binding agreement between each member of the Club.

#### 4. Rules and Regulations

(a) The members of the Club shall so exercise their rights, powers and duties and shall, where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the Club are carried out in accordance with the Rules and Regulations of The Football Association Limited (“The FA”), County Football Association to which the Club is affiliated (“Parent County Association”) and Competitions in which the Club participates, for the time being in force.

(b) No alteration to the Club Rules shall be effective without prior written approval by the Parent County Association. The FA and the Parent County Association reserve the right to approve any proposed changes to the Club Rules.

(c) The Club will also abide by The FA’s Child Protection Policies and Procedures, Codes of Conduct and the Equality Policy as shall be in place from time to time.

#### 5. Club Membership

(a) The members of the Club from time to time shall be those persons listed in the register of members (the “Membership Register”) which shall be maintained by the Club Secretary.

(b) Any person who wishes to be a member must apply on the Membership Application Form and deliver it to the Club. Election to membership shall be at the discretion of the Club Committee and granted in accordance with the anti-discrimination and equality policies which are in place from time to time. An appeal against refusal may be made to the Club Committee in accordance with the Complaints Procedure in force from time to time. Membership shall become effective upon an applicant’s name being entered in the Membership Register.

(c) In the event of a member’s resignation or expulsion, his or her name shall be removed from the Membership Register.

(d) The FA and Parent County Association shall be given access to the Membership Register on demand.

#### 6. Annual Membership Fee

(a) An annual fee payable by each member shall be determined from time to time by the Club Committee and set at a level that will not pose a significant obstacle to community participation. Any fee shall be payable on a successful application for membership and annually by each member. Fees shall not be repayable.

- (b) The Club Committee shall have the authority to levy further subscriptions from the members as are reasonably necessary to fulfil the objects of the Club.

#### 7. Resignation and Expulsion

- (a) A member shall cease to be a member of the Club if, and from the date on which, he/she gives notice to the Club Committee of his/her resignation. A member whose annual membership fee or further subscription is more than two (2) months in arrears shall be deemed to have resigned.
- (b) The Club Committee shall have the power to expel a member when, in its opinion, it would not be in the interests of the Club for them to remain a member. An appeal against such a decision may be made to the Club Committee in accordance with the Complaints Procedure in force from time to time.
- (c) A member who resigns or is expelled shall not be entitled to claim any, or a share of any, of the income and assets of the Club (the “Club Property”).

#### 8. Club Committee

- (a) The Club Committee shall consist of the following Club Officers: Chairperson, Vice Chairperson, Treasurer, Secretary and Minutes Secretary and up to 5 other members, elected at an Annual General Meeting.
- (b) Each Club Officer and Club Committee Member shall hold office from the date of appointment until the next Annual General Meeting (“AGM”) unless otherwise resolved at an Extraordinary General Meeting (“EGM”). One person may hold no more than two positions of Club Officer at any time. The Club Committee shall be responsible for the management of all the affairs of the Club. Decisions of the Club Committee shall be made by a simple majority of those attending the Club Committee meeting. The Chairperson of the Club Committee meeting shall have a casting vote in the event of a tie. Meetings of the Club Committee shall be chaired by the \_\_\_\_\_ or in their absence the \_\_\_\_\_. The quorum for the transaction of business of the Club Committee shall be three.
- (c) Decisions of the Club Committee of meetings shall be entered into the Minute Book of the Club to be maintained by the Club Secretary.
- (d) Any member of the Club Committee may call a meeting of the Club Committee by giving not less than seven days’ notice to all members of the Club Committee. The Club Committee shall hold not less than four meetings a year.
- (e) An outgoing member of the Club Committee may be re-elected. Any vacancy on the Club Committee which arises between Annual General Meetings shall be filled by a member proposed by one and seconded by another of the remaining Club Committee members and approved by a simple majority of the remaining Club Committee members.
- (f) Save as provided for in the Rules and Regulations of The FA, the Parent County Association and any applicable Competition, the Club Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Club Rules.
- (g) The position of a Club Officer shall be vacated if such person is subject to a decision of The FA that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club.

## 9. Annual and Extraordinary General Meetings

- (a) An AGM shall be held in each year to:
  - (i) receive a report of the activities of the Club over the previous year;
  - (ii) receive a report of the Club's finances over the previous year;
  - (iii) elect the members of the Club Committee; and
  - (iv) consider any other business.
- (b) Nominations for election of members as Club Officers or as members of the Club Committee shall be made in writing by the proposer and seconder, both of whom must be existing members of the Club, to the Club Secretary not less than 21 days before the AGM. Notice of any resolution to be proposed at the AGM shall be given in writing to the Club Secretary not less than 21 days before the meeting.
- (c) An EGM may be called at any time by the Club Committee and shall be called within 21 days of the receipt by the Club Secretary of a requisition in writing, signed by not less than five members stating the purposes for which the Meeting is required and the resolutions proposed. Business at an EGM may be any business that may be transacted at an AGM.
- (d) The Secretary shall send to each member at their last known address written notice of the date of a General Meeting (whether an AGM or an EGM) together with the resolutions to be proposed at least 14 days before the meeting.
- (e) The quorum for a General Meeting shall be \_\_\_\_\_.
- (f) The Chairperson, or in their absence a member selected by the Club Committee, shall take the chair. Each member present shall have one vote and resolutions shall be passed by a simple majority. In the event of an equality of votes the Chairperson of the Meeting shall have a casting vote.
- (g) The Club Secretary, or in their absence a member of the Club Committee, shall enter Minutes of General Meetings into the Minute Book of the Club.

## 10. Club Teams

At its first meeting following each AGM the Club Committee shall appoint a Club member to be responsible for each of the Club's football teams. The appointed members shall be responsible for managing the affairs of the team. The appointed members shall present to the Club Committee at its last meeting prior to an AGM a written report of the activities of the team.

## 11. Club Finances

- (a) A bank account shall be opened and maintained in the name of the Club (the "**Club Account**"). Designated account signatories shall be the Club Chairperson, the Club Secretary and the Treasurer. No sum shall be drawn from the Club Account except by cheque signed by two of the three designated signatories. All monies payable to the Club shall be received by the Treasurer and deposited in the Club Account.
- (b) The Club Property shall be applied only in furtherance of the objects of the Club. The distribution of profits or proceeds arising from the sale of Club Property to members is prohibited.
- (c) The Club Committee shall have the power to authorise the payment of remuneration and expenses to any member of the Club (although a Club shall not remunerate a member for playing) and to any other person or persons for services rendered to the Club.

- (d) The Club may provide sporting and related social facilities, sporting equipment, coaching, courses, insurance cover, medical treatment, away-match expenses, post match refreshments and other ordinary benefits of Community Amateur Sports Clubs as provided for in the Finance Act 2002.
- (e) The Club may also in connection with the sports purposes of the Club:
  - (i) sell and supply food, drink and related sports clothing and equipment;
  - (ii) employ members (although not for playing) and remunerate them for providing goods and services, on fair terms set by the Club Committee without the person concerned being present;
  - (iii) pay for reasonable hospitality for visiting teams and guests; and
  - (iv) indemnify the Club Committee and members acting properly in the course of the running of the Club against any liability incurred in the proper running of the Club (but only to the extent of its assets).
- (f) The Club shall keep accounting records for recording the fact and nature of all payments and receipts so as to disclose, with reasonable accuracy, at any time, the financial position, including the assets and liabilities of the Club. The Club must retain its accounting records for a minimum of six years.
- (g) The Club shall prepare an annual "Financial Statement", in such format as shall be available from The FA from time to time. The Financial Statement shall be verified by an independent, appropriately qualified accountant and shall be approved by members at general meeting. A copy of any Financial Statement shall, on demand, be forwarded to The FA.
- (h) The Club Property, other than the Club Account, shall be vested in not less than two and no more than four custodians, one of whom shall be the Treasurer ("the Custodians"), who shall deal with the Club Property as directed by decisions of the Club Committee and entry in the Minute Book shall be conclusive evidence of such a decision.
- (i) The Custodians shall be appointed by the Club in a General Meeting and shall hold office until death or resignation unless removed by a resolution passed at a General Meeting.
- (j) On their removal or resignation a Custodian shall execute a Conveyance in such form as is published by The FA from time to time to a newly elected Custodian or the existing Custodians as directed by the Club Committee. The Club shall, on request, make a copy of any Conveyance available to The FA. On the death of a Custodian, any Club Property vested in them shall vest automatically in the surviving Custodians. If there is only one surviving Custodian, an EGM shall be convened as soon as possible to appoint another Custodian.
- (k) The Custodians shall be entitled to an indemnity out of the Club Property for all expenses and other liabilities reasonably incurred by them in carrying out their duties.

## 12. Dissolution

- (a) A resolution to dissolve the Club shall only be proposed at a General Meeting and shall be carried by a majority of at least three-quarters of the members present.
- (b) The dissolution shall take effect from the date of the resolution and the members of the Club Committee shall be responsible for the winding up of the assets and liabilities of the Club.
- (c) Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be transferred to another Club, a Competition, the Parent County Association or The FA for use by them for related community sports.

## STANDARD CODE OF RULES

This document contains the Standard Code of Rules developed by The Football Association for open age football and these Rules are mandatory for all Competitions outside the National League System and at Step 7 and below.

Competitions seeking sanction must draft their Rules in conformity with this Code, putting them in the correctly numbered Rule and showing the Standard Headings. The mandatory element is printed in normal text and the optional elements of the Standard Code in italics.

It should be noted that in many cases Rules are so printed because they are alternatives and the procedure to apply should be retained and the others omitted. In all cases where a line is shown the necessary name, address, number or wording to complete this Rule must be inserted.

## NOMENCLATURE AND CONSTITUTION

1. (A) This Competition shall be designated the .....  
League/Cup and known as the .....  
(*sponsorship title*) and shall consist of not more than .....  
Clubs approved by the sanctioning authority.
- (B) All such Member Clubs must be affiliated to an affiliated County Football Association and their names and particulars shall be returned annually by the appointed date on the Form "D" to the ..... County Football Association. The area covered by the Competition Membership shall be .....  
.....  
This Competition shall apply annually for sanction to the .....  
Football Association(s) and the constituent teams of Member Clubs may be grouped in divisions, *each not exceeding* ..... *in number*.
- (C) This Competition shall only permit one team from a Club to participate in the same division unless there is no viable alternative because of logistical issues and/or reasons linked to participation and geographical boundaries. This Competition will obtain the prior approval of the sanctioning Association in the event of a division comprising of more than one team from the same Club. This Competition will ensure that, where permission is given, teams from a Club operating in the same division are run as separate entities with no interchange of players other than via transfers of registration in accordance with Competition Rules.
- (D) Inclusivity and Non-discrimination
  - (i) This Competition and each Member Club must be committed to promoting inclusivity and to eliminating all forms of discrimination
  - (ii) This Competition and each Member Club does not and must not [by its rules or regulations or] in any manner whatsoever unlawfully discriminate against any person within the meaning and scope of the Equality Act 2010 or any law, enactment, order or regulation relating to discrimination (whether by age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability or otherwise).
  - (iii) *This Competition and each Member Club must make every effort to promote equality by treating people fairly and with respect, by recognising that inequalities may exist, by taking steps to address them and by providing access and opportunities for all members of the community, irrespective of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability or otherwise).*
  - (iv) Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate sanctioning Association for investigation.

**For Leagues intending to become Charter Standard Leagues:**

- (E) *This Competition wishes to become a designated Charter Standard League. Existing Member Clubs have two years (until the end of the 2014-15 season) to achieve the Charter Standard club award or face expulsion from the League. New Member Clubs have one year to achieve the Charter Standard club award. The League has the right to refuse membership to a Club if it fails to demonstrate commitment to achieving the award.*

**For Leagues that are already Charter Standard Leagues:**

- (E) *As an FA Charter Standard League this Competition requires all it's Clubs to have achieved FA Charter Standard League status by yyyy (insert date – two years from when Charter Standard League status was awarded to the Competition). The League management committee may expel any club that has failed to achieve Charter Standard status by this date. New Member Clubs have one year to achieve the Charter Standard club award. The League has the right to refuse membership to a Club if it fails to demonstrate commitment to achieving the award.*
- (F) *This Competition and its Clubs shall support the FA's Respect programme. As such it recognises that everyone in football has a collective responsibility to create a fair, safe and enjoyable environment in which the game can take place. A Respect League values the contribution of match officials, players and spectators and ensures that they are treated with courtesy and fairness by opposing players, club officials and spectators. The League and its Clubs will seek to play fixtures in a fair, competitive but not antagonistic environment. Member Clubs shall not enter any of their teams playing in the Competition in any other Competitions (with the exception of FA and County FA Competitions) except with the written consent of the Management Committee of the Competition.*
- (G) *At the Annual General Meeting or a Special General Meeting called for the purpose, a majority of the delegates present shall have power to decide or adjust the compilation of the divisions at their discretion. When necessary this Rule shall take precedence over Rule 12.*

**ENTRY FEE, SUBSCRIPTION, DEPOSIT**

- 2. (A) Applications by Clubs for admission to this Competition or the entry of an additional team(s) must be made in writing to the Secretary and must be accompanied by an Entry Fee of ..... per team which shall be returned in the event of non-election.  
At the discretion of a majority of the accredited voting members present applications, of which due notice has been given, may be received at the Annual General Meeting or a Special General Meeting. The Entry Fee shall apply.  
When Rule 12(B) is applied or a team seeks a transfer or, is compulsorily transferred to another division, no Entry Fee shall be payable.
- (B) The Annual Subscription shall be ..... per Club/team payable on or before the ..... in each year.
- (C) Each Club shall *within* ..... days/on the day of election pay a Deposit of ..... which shall be returnable to Clubs on leaving the Competition provided they have fulfilled their fixtures and complied with all orders of the Management Committee.
- (D) A Club shall not participate in this Competition until the Entry Fee, Annual Subscription and Deposit have been paid.
- (E) Clubs must advise annually to the Secretary in writing by ..... of its ..... County Football Association affiliation number for the forthcoming Season, *failing which they shall be fined* .....

Clubs must advise the Secretary in writing, or on the prescribed form, of details of its Headquarters, Officers and any other information required by the Competition.

#### OFFICERS

3. The Officers of the Competition shall be determined by the Annual General Meeting and elected thereat. (N.B. Auditors/Verifiers are not Officers).

#### MANAGEMENT, NOMINATION, ELECTION

4. (A) The Competition shall be governed in accordance with the Rules and Regulations of The Football Association by a Management Committee comprised of the Officers and ..... members who shall be elected at the Annual General Meeting. All Participants shall abide by The Football Association Regulations for Safeguarding Children as determined by The Association from time to time.
- (B) Retiring Officers shall be eligible to become candidates for re-election without nomination. All other candidates for election as Officers or Members of the Management Committee shall be nominated to the Secretary in writing, signed by the Secretaries of two Member Clubs, not later than ..... in each year. Names of the candidates for election shall be circulated with the notice of the Annual General Meeting. In the event of there being no nomination in accordance with the foregoing for any office, nominations may be received at the Annual General Meeting.
- (C) The Management Committee shall meet at least quarterly.  
On receiving a requisition signed by two-thirds of the Members of the Management Committee the Secretary shall convene a meeting of the Committee.
- (D) Except where otherwise mentioned all communications shall be addressed to the Secretary who shall conduct the correspondence of the Competition and keep a record of its proceedings.
- (E) All communications received from Clubs must be conducted through their nominated Officers.

#### POWERS OF MANAGEMENT

5. (A) The Management Committee may appoint sub-committees and delegate such of their powers as they deem necessary. *The decisions of all sub- committees shall be reported to the Management Committee for ratification. The Management Committee shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of the Football Association or affiliated Association.*
- (B) Subject to the permission of the ..... County Football Association having been obtained the Management Committee may order a match or matches to be played each season, the proceeds to be devoted to the funds of the Competition and, if necessary, may call upon each Club (including any Club which may have withdrawn during the season) to contribute equally such sums as may be necessary to meet any deficiency at the end of the season. (See Rule 6(e)).
- (C) Each Member of the Management Committee shall have the right to attend and vote at all Management Committee Meetings and have one vote thereat, but no Member shall be allowed to vote on any matters directly appertaining to such Member or to the Club so represented or where there may be a conflict of interest. (This shall apply to the procedure of any sub-committee).

In the event of the voting being equal on any matter, the Chairman shall have a second or casting vote.

- (D) The Management Committee shall have powers to apply, act upon and enforce the Rules of the Competition and shall also have jurisdiction over all matters affecting the Competition, including any not provided for in the Rules.

With the exception of Rules 5(I), 6(H), 10(A), 11 and 19, for all breaches of Rule a formal written charge must be issued. The respondent shall be given seven days from the date of notice to reply to the charge and given the opportunity to:-

- (i) Accept or deny the charge
- (ii) Submit in writing a case of mitigation, or
- (iii) Put their case before the Management Committee.

All breaches of the Laws of the Game, Rules and Regulations of The Football Association shall be dealt with in accordance with F.A. Rules by the appropriate Association.

With the exception of Clubs playing at Step 7 of the Football Pyramid and The FA Women's Premier League, the maximum fine permitted for any breach of a Competition rule is £250 and, when setting any fine, the Competition must ensure that the penalty is proportional to the offence, taking into account any mitigating circumstances.

- (E) All decisions of the Management Committee shall be binding subject to the right of appeal in accordance with Rule 16.

Decisions of the Management Committee must be notified in writing to those concerned within ..... days.

- (F) ..... Members of the Management Committee shall constitute a quorum for the transaction of business of the Management Committee and ..... Members shall constitute a quorum for the transaction of business by any sub-committee of the Competition.

- (G) The Management Committee, as it may deem necessary, shall have power to fill in an acting capacity, any vacancies that may occur amongst their number.

- (H) A Club having failed to comply with an order or instruction of the Management Committee, or failing to satisfactorily attend to the business and/or the correspondence of the Competition, shall be liable to be fined or otherwise penalised at the discretion of the Management Committee.

- (I) All fines and charges shall be paid within 14 days of the date of posting of the written notification.

Any Club failing to do so will be fined a maximum of £50. Further failure to pay the fine including the additional sum within 14 days will result in fixtures being withdrawn until such time as the outstanding payments are settled.

- (J) *A member of the Management Committee appointed by the Competition to attend a meeting or match may have any expenses incurred refunded by the Competition.*

- (K) The Management Committee shall have the power to fill any vacancy that may occur in the membership of the Competition between the Annual General or Special General Meeting called to decide the constitution and the commencement of the Competition season.

- (L) The business of the Competition as determined by the Management Committee *may/shall* be transacted by electronic mail or facsimile.

#### ANNUAL GENERAL MEETING

6. (A) The Annual General Meeting shall be held not later than ..... in each year. At this meeting the following business shall be transacted provided that at least ..... Members are present and entitled to vote:-

- (i) To receive and confirm the Minutes of the preceding Annual General Meeting.
- (ii) To consider any business arising there from.



- (iii) To receive and adopt the Annual Report, Balance Sheet and Statement of Accounts.
  - (iv) Election of Clubs to fill vacancies (as recommended by the Management Committee).
  - (v) Constitution of the Competition for ensuing season.
  - (vi) Election of Officers and Management Committee.
  - (vii) Appointment of Auditors.
  - (viii) Alteration of Rules, if any (of which notice has been given).
  - (ix) Fix the date for the commencement of the season and kick off times applicable to the Competitions.
  - (x) Other business of which due notice shall have been given and accepted as being relevant to an Annual General Meeting.
- (B) A copy of the *duly audited/verified* Balance Sheet, Statement of Accounts and Agenda shall be forwarded to each Club at least fourteen days prior to the meeting, and to the ..... County Football Association(s).
- (C) A signed copy of the *duly audited/verified* Balance Sheet and Statement of Accounts shall be sent to the ..... County Football Association(s) within fourteen days of its adoption by the Annual General Meeting.
- (D) Each *Member Club/team* shall be empowered to send two delegates to an Annual General Meeting. Each Club shall be entitled to one vote only. Fourteen days' notice shall be given of any Meeting.
- (E) Clubs who have withdrawn their Membership of the Competition during the season being concluded or who are not continuing Membership shall be entitled to attend but shall vote only on matters relating to the season being concluded. *This provision will not apply to Clubs expelled in accordance with Rule 17.*
- (F) All voting shall be conducted by a show of voting cards unless a ballot be demanded by at least ..... of the delegates qualified to vote or the Chairman so decides.
- (G) No individual shall be entitled to vote on behalf of more than one Member Club.
- (H) Any continuing Member Club failing to be represented at the Annual General Meeting without satisfactory reason being given *shall/may* be fined .....
- (I) Officers and Management Committee members shall be entitled to attend and vote at an Annual General Meeting.

#### AGREEMENT TO BE SIGNED

7. The Chairman and the Secretary of each Club shall complete and sign the following agreement which shall be deposited with the Competition together with the Application for Membership for the coming season, or upon indicating that the Club intends to compete.

"We, (A), ..... of ..... (Chairman) and  
 (B) ..... of ..... (Secretary) of the  
 ..... Football Club have been provided with a  
 copy of the Rules and Regulations of the ..... Competition  
 and do hereby agree for and on behalf of the said Club to conform to those Rules and  
 Regulations and to accept, abide by and implement the decisions of the Management  
 Committee of the Competition, subject to the right of appeal in accordance with Rule 16."

Any alteration of the Chairman and /or Secretary on the above Agreement must be notified to the ..... County Football Association(s) to which the Club is affiliated and to the Secretary of the Competition.

(Note: The spaces above are intended for the inclusion of the signatures and addresses of officers and members).

### QUALIFICATION OF PLAYERS

8. (A) (i) Contract players, as defined in Football Association Rules, are not permitted in this Competition with the exception of those Players who are registered under Contract with the same Club who have a team operating at Steps 1 to 6 of the National League System.

It is the responsibility of each Club to ensure that any Player signing a registration form for that Club has, where necessary, the required International Transfer Certificate. Clearance is required for any Player aged 12 and over crossing borders including Wales, Scotland and Ireland.

- (ii) While serving in any branch of Her Majesty's Regular Forces, a player must first obtain the consent of his Association Secretary before signing a registration form to play for the Club.
- (B) A registered playing member of a Club is one who, being in all other respects eligible, has:-

(i) *Signed a fully and correctly completed Competition registration form in ink, countersigned by an Officer of the Club, and who has been registered with the (Registrations) Secretary ..... days prior to playing and whose completed registration counterfoil has been received by the Club prior to playing.*

(ii) *Signed a fully and correctly completed Competition registration form in ink on a match day prior to playing, countersigned by an Officer of the Club and witnessed by an Officer of the opposing Club, and submitted to the (Registrations) Secretary within two days (Sundays excluded) subsequent to the match. The player shall not again play until the Club is in possession of the completed counterfoil. A maximum of ..... players may be registered in this way.*

*Registration forms may also be submitted to the (Registrations) Secretary by facsimile machine or electronic mail prior to the player playing. The original document must be forwarded by post within three days of the match to the appropriate Officer.*

- (iii) *While serving in any branch of Her Majesty's Regular Forces, a player must first obtain the consent of his Association Secretary before signing a registration form to play for a Club.*
- (C) *A team shall not include any player/more than ..... players who has/have taken part in any ..... or more senior competition matches during the current season unless a period of ..... days has elapsed since they played.*
- For the purpose of this Competition a senior competition(s) is/are .....*

- (D) A player having taken part in matches for any Club affiliated to any County Football Association shall not be allowed to join, be transferred to, or sign for a Club in the Competition without first proving to the officials of the intended Club that the player has discharged all reasonable financial liabilities to the previous Club or Clubs, and a Club official may not accept such player's signature without first ascertaining whether such claims have been discharged to the satisfaction of the Club, or Clubs, for which the player last played.

- (E) *A fee of ..... shall be paid for each player registered.*

*Registration forms shall be obtained from the (Registrations) Secretary (on prepayment of ..... per form).*

- (F) The Management Committee shall decide all registration disputes.

In the event of a player signing a registration form or having a registration submitted for more than one Club priority of registration shall decide for which Club the player shall be registered. The (Registrations) Secretary shall notify the Club last applying to register the player of the fact of the previous registration.

- (G) It shall be a breach of Rule for a player to:-
- (i) Play for more than one Club in the Competition in the same season without first being transferred.
  - (ii) Having signed for one Club in the Competition, sign for another Club in the Competition in that season except for the purpose of a transfer.
  - (iii) Submit a signed registration form for registration that the player had wilfully neglected to accurately or fully complete.
- (H) (i) The Management Committee shall have the power to accept the registration of any player subject to the provisions of clauses (ii) and (iii) below.
- (ii) The Management Committee shall have power to refuse, cancel or suspend the registration of any player or may fine any player, at their discretion who has been charged and found guilty of registration irregularities. (Subject to Rule 16).
  - (iii) The Management Committee shall have power to make application to refuse or cancel the registration of any player charged and found guilty of undesirable conduct (subject to Rule 16) subject to the right of appeal to the FA or the relevant County Football Association. Undesirable conduct shall mean an incident of repeated proven misconduct, which may deter a participant from being involved in this Competition. Application should be made to the parent County of the Club the player is registered or intending to be registered with.
  - (iv) For a player who has previously had a registration removed in accordance with clause (iii) but has a registration accepted at the expiry of exclusion will be considered to be under a probationary period of 12 months. Whilst under a probationary period, should the player commit a further act of proven misconduct under the jurisdiction of the Competition, (excluding standard dismissals), the Competition would be empowered to consider a further charge of bringing the Competition into disrepute.
- (Note: Action under Clause (iii) shall not be taken against a player for misconduct until the matter has been dealt with by the appropriate Association, and then only in cases of the player bringing the Competition into disrepute and will in any case be subject to an Appeal to the Football Association. All decisions must include the period of restriction. For the purpose of this Rule, bringing the competition into disrepute can only be considered where the player has received in excess of 112 days' suspension, or 10 matches in match based discipline, in a period of two years or less from the date of the first offence for any team playing in this Competition.)
- (I) Subject to FA Rule C2(a) dealing with players without a written contract when a player desires a transfer, the Club the player wishes to transfer to shall submit a transfer form to the (*Registrations*) Secretary accompanied by a fee of ..... Such transfer shall be referred by the (*Registrations*) Secretary to the Club for which the player is registered. Should this Club object to the transfer it should state its objections in writing to the (*Registrations*) Secretary and to the player concerned within seven days of receipt of the transfer form. Upon receipt of the Club's consent, or upon its failure to give written objection within seven days, the (*Registrations*) Secretary may, on behalf of the Management Committee, transfer the player who shall be deemed eligible to play for the new Club from such date or ..... days after receipt of such transfer.
- In the event of an objection to a transfer the matter shall be referred to the Management Committee for a decision.
- (J) A player may not be registered for a Club nor transferred to another Club in the Competition after [date] ..... except by special permission of the Management Committee.

- (K) A Club shall keep a list of the players it registers and a record of the games in which they have played, and shall produce such records upon demand by the Management Committee.
- (L) A register containing the names of all players registered for each Club, with the date of registration, shall be kept by the (*Registrations*) Secretary and shall be open to the inspection of any duly appointed Member Club representative at all Management Committee meetings or at other times mutually arranged. Registrations are valid for one Season only.

In the event of a player without a written contract changing his status to that of a contract player with the same Club, another Club in the Competition or with a Club in another Competition his registration as a player without a written contract will automatically be cancelled and declared void unless the Club conforms to the Rule 8(A)(i).

- (M) A player shall not be eligible to play for a team in any special championship, promotion or relegation deciding match (as specified in Rule 12(A)) unless the player has played ..... games for that team in this Competition in the current season.
- (N) *A player who has played for a team in the ..... Division ..... times or more shall not in that season be eligible to play in a lower Division except by permission of the Management Committee.*

(Note: There are many differing procedures to cover eligibility of players in various divisions of which the above is only one example. A Competition should adopt a Rule to suit their particular requirements.)

- (O) (i) Any team playing an unregistered or otherwise ineligible player or players *may/shall* have the points gained in the match deducted from its total and may be fined and/or otherwise dealt with at the discretion of the Management Committee.
- (ii) In addition the team *may/shall* have ..... points deducted from its total at the discretion of the Management Committee and may be dealt with in any further manner which is thought to be fit.
- (iii) The Management Committee may, at its discretion, award the points available in the match in question to the opponents, subject to the match not being ordered to be replayed.
- (The following Clause applies to Competitions involving players in full-time secondary education):-
- (P) (i) Priority must be given at all times to school and school organisations activities.
- (ii) The availability of children must be cleared with the Head Teachers (except for Sunday Leagues).
- (iii) To play open age football the player must have achieved the age of 16.

#### CLUB COLOURS. CLUB NAME

9. (A) Every Club must register the colour of its shirts and shorts with the Secretary by ..... (date) who shall decide as to their suitability.
- Goalkeepers must wear colours which distinguish them from other players and the referee.
- No player, including the goalkeeper, shall be permitted to wear black or very dark shirts.
- Any team not being able to play in its normal colours as registered with the Competition shall notify the colours in which they will play to its opponents at least ..... days before the match.

If, in the opinion of the referee, two Clubs have the same or similar colours, the *away/home* team shall make the change. Any team not having a change of colours or delaying the kick-off by not having a change shall be fined .....

The Secretary of the Competition may request shirts to be submitted if complaints are received as to lack of distinguishing colours, and the Management Committee may refuse to permit any shirts or shorts as they think fit. *Shirts must be numbered.*

- (B) Any Club wishing to change its name *and/or* colours must obtain permission from its affiliated County Association and from the Management Committee.

#### PLAYING SEASON. CONDITIONS OF PLAY

#### TIMES OF KICK-OFF. POSTPONEMENTS. SUBSTITUTES

10. (A) The Annual General Meeting shall determine the date for the commencement of the season in accordance with Football Association Rules. Original fixtures arranged by the (*Fixtures*) Secretary, or at a meeting specially convened for that purpose, to be held no later than ....., must not be arranged for a date later than seven days preceding the concluding date.

*If mutually arranged at a meeting a list of fixtures must be forwarded to the (Fixtures) Secretary within seven days of the meeting. Fixtures are deemed to be accepted unless objections are received by the (Fixtures) Secretary within fourteen days of their issue.*

*Any Club failing to be represented at a fixture meeting or otherwise infringing this Rule shall be liable for a fine of ..... and the Management Committee or the (Fixtures) Secretary shall arrange that Club's fixtures.*

- (B) All matches shall be played in accordance with the Laws of the Game as determined by the International Football Association Board.

Clubs must take all reasonable precautions to keep their grounds in a playable condition. All matches shall be played on pitches deemed suitable by the Management Committee. If through any fault of the home team a match has to be replayed, the Management Committee shall have power to order the venue to be changed.

The Management Committee shall have power to decide whether a pitch and/or facilities are suitable for matches in the Competition and to order the Club concerned to play its fixtures on another ground.

Football Turf pitches (3G) are allowed in this Competition providing they meet the required performance standards and are listed on the FA's Register of Football Turf pitches. For clubs playing at Step 7 and below a pitch must be tested (by a FIFA accredited test institute) every three years and the results passed to the FA. The FA will give a decision on the suitability for use and add the pitch to the Register.

The home Club is also responsible for advising participants of footwear requirements when confirming match arrangements in accordance with Rule 10(D).

All matches shall have a duration of 90 minutes unless a shorter time (not less than ..... minutes) is mutually arranged by the two captains in consultation with the referee prior to the commencement of the match, and in any event shall be of equal halves.

The times of kick-off shall be fixed at the AGM. Any Club failing to commence at the appointed time *shall/may* be fined a sum not exceeding ..... or be otherwise dealt with as the Management Committee may determine.

Referees must order matches to commence at the appointed time and must report all late starts to the Competition.

The home team must provide at least two footballs fit for play and the referee shall make a report to the Competition if the footballs are unsuitable. *Goal nets must be used.*

- (C) Except by permission of the Management Committee all matches must be played on the dates originally fixed but priority shall be given to The Football Association and parent

County Association Cup Competitions. All other matches must be considered secondary. Clubs may mutually agree to bring forward a match with the consent of the (*Fixtures*) Secretary.

In the case of a revised fixture date, the Clubs must be given by the Competition 5 clear days notice of the match (unless otherwise mutually agreed).

- (D) The Secretary of the home Club must give notice in writing of full particulars of the location of, and access to, the ground and time of kick-off to the *match officials* and the Secretary of the opposing Club at least ..... clear days prior to the playing of the match. *The away Club shall seek and acknowledge receipt of such particulars.*
- Any Club failing to comply with this Rule shall be liable to a fine of .....
- (E) In the event of a Club playing in any match with less than ..... players they *may/shall* be fined ..... for each missing player. A minimum of ..... players will constitute a team for a Competition match.
- (F) (i) Home and away matches shall be played. In the event of a Club failing to keep its engagement the Management Committee shall have power to inflict a fine, deduct points from the defaulting Club, award the points from the match in question to the opponents, order the defaulting Club to pay any expenses incurred by the opponents or otherwise deal with them except the award of goals. *Notwithstanding the foregoing home and away provision, the Management Committee shall have power to order a match to be played on a neutral ground or on the opponent's ground if they are satisfied that such action is warranted by the circumstances.*
- (ii) Any Club with more than one team in the Competition shall always fulfill its fixture, within the Competition, in the following order of precedence:- First Team, Reserve Team, A Team. Clubs in breach of this requirement shall be fined a sum not exceeding ..... or otherwise dealt with by the Management Committee.
- (iii) Any Club unable to fulfil a fixture or where a fixture has been postponed for any reason must, without delay, give notice to the (*Fixtures*) Secretary, the Competition *Referees Appointments* Secretary, the Secretary of the opposing Club and the match officials. Any Club failing to comply shall be dealt with by the Management Committee who may inflict a fine.
- (iv) In the event of a match not being played or abandoned owing to causes over which neither Club has control, it shall be played in its entirety on a date to be mutually agreed by the two Clubs and approved by the Management Committee. Failing such agreement and notification to the (*Fixtures*) Secretary within ..... days the Management Committee shall have power to order the match to be played on a named date or on or before a given date. *Providing gate money is taken and retained the visiting Club shall receive their actual standard class rail or bus fares or the equivalent for ..... persons, or car allowance at ..... p per mile for transporting ..... persons, or hire charge of a coach (receipt to be submitted). The residue (if any) to be equally divided between the two Clubs after deducting the cost of advertising, printing, posting, police and match officials charges. The home Club shall take the whole of the proceeds of the second match.*
- (v) The Management Committee shall review all matches abandoned in cases where it is consequent upon the conduct of either or both Teams. Where it is to the advantage of the Competition and does no injustice to either Club, the Management Committee shall be empowered to order the score at the time of the abandonment to stand. In all cases where the Management Committee are satisfied that a match was abandoned owing to the conduct of one team or its Club member(s) they shall be empowered to award the points for the match to the opponent. In cases where a match has been abandoned owing to the conduct of both teams or their Club

member(s), the Management Committee shall rule all points for the match as void. No fine(s) can be applied by the Management Committee for an abandoned match.

- (vi) The Management Committee shall review any match that has taken place where either or both teams were under a suspension imposed upon them by the Association or Affiliated Association. In each case the team that was under suspension would be dealt with in the same manner as if they had participated with ineligible players in accordance with Rule 8(O) above. Where both teams were under suspension the game must be declared null and void.
- (G) A Club may at its discretion and in accordance with the Laws of the Game use ..... substitute players in any match in this Competition who may be selected from ..... (3,4,5,6 or 7) players.

*A player who has been substituted himself becomes a substitute and may replace a player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football. (Note: This paragraph can be converted to normal text if the League is participating in the pilot project for the modification of substitutes. The above dispensation may only be permitted for season 2012-13 and/or 2013-14 in accordance with the IFAB AGM decision of March 2012.)*

The referee shall be informed of the names of the substitutes not later than ..... minutes before the start of the match.

A player who has been selected, appointed or named as a substitute before the start of the match but does not actually play in the game shall not be considered to have been a player in that game within the meaning of Rule 8 of this Competition.

- (H) The half time interval shall be of ..... minutes duration, but it shall not exceed fifteen minutes. The half time interval may only be altered with the consent of the referee.
- (I) *The Competition shall require all players and club officials to have signed the FA's Respect Codes of Conduct and produce these if so requested by the League management committee.*

*The participating clubs taking part in the fixture shall identify a team captain designated with a captain's armband who has a responsibility to offer support in the management of the on-field discipline of his/her team mates.*

*Prior to each match the participating teams and officials shall conduct the 'Respect' handshake and/or participating teams to offer 'three cheers' and handshakes to the opposing team after the match.*

## REPORTING RESULTS

11. (A) The (Registration/Fixtures) Secretary must receive within ..... days of the date played, the result of each Competition match in the prescribed manner. This must include the forename(s) and surname of the team players (in block letters) and also the Referee markings required by Rule 13, or any other information required by the Competition. Failure to do so will incur a fine of ..... and/or the Club being dealt with as the Management Committee decide.
- (B) *The Home Club/both Clubs shall telephone/SMS/email/notify the result of each match to the ..... by ..... Clubs in default shall be fined.*
- (C) The match result notification, correctly completed, shall be signed by a responsible member of the Club. Failure to do so will result in a fine of .....
- NB. If the fixed penalty exceeds £20 the Club must be charged as detailed in Rule 5(D).

**DETERMINING CHAMPIONSHIP**

12. (A) Team rankings within the Competition will be decided by points with three points to be awarded for a win and one point for a drawn match. The teams gaining the highest number of points in their respective Divisions at the conclusion shall be adjudged the winners. Matches must not be played for double points.

In circumstances where two or more teams are equal on points team rankings shall be determined by goal difference where the goals scored against by each team shall be deducted from the goals scored by that team and the largest positive difference shall be placed the highest. In the event of the goal difference being equal the highest placed team shall be the team which has scored the most goals. In the event that two or more teams have the same goal difference and have scored the same number of goals then the highest placed team shall be the team which has won the most matches.

In the event of the two teams still being equal the team which has the better playing record against the other team in their head to head Competition matches during the Season will be the highest placed team.

If the records of two or more teams are still equal and it is necessary for any reason to determine the position of each then the teams affected shall play a deciding match or matches as determined by the Management Committee.

- (B) *Automatic promotion and relegation shall be applied for the first ..... and last ..... teams in each Division except as provided for hereunder, subject to the provisions of Rule 1(b).*
- (i) *Should one or more teams withdraw from any one Division after the fixtures have commenced an equal number of teams to those withdrawing in that Division shall not be automatically relegated.*
- (ii) *Vacancies occurring after the conclusion of the season may be filled on any of the following ways:*
- (a) *retention of otherwise relegated team(s)*
- (b) *additional promotion of the next ranked team(s) from the Division below*
- (c) *election*
- (iii) *The last ..... teams in the lowest Division shall retire, but be eligible for re-election except as below, and be subject to the conditions of paragraph (B)(1) above.*
- (iv) *When a senior team is relegated to a lower Division of which its reserve team is a member, or entitled to be a member, such reserve team must accept relegation to, or retain its position in, the next lower Division; and should the senior team be relegated to the lowest Division its reserve team automatically retires from the Competition.*
- (v) *Should either or both of the leading teams in any of the Divisions have its senior team in the next higher Division, promotion shall fall, at the discretion of the General Meeting, to the next highest team or teams in the Division concerned.*
- (C) *In the event of a team not completing 75% of its fixtures for the season all points obtained by or recorded against such defaulting team shall be expunged from the Competition table.*
- (D) *Where a promotion and/or relegation link exists between Competitions ..... Clubs, providing they meet the appropriate grading criteria, will be eligible to make application to the ..... Competition at their Annual General Meeting. Should the Champion Club not wish for promotion or, alternatively, not have the necessary grading criteria, then the ..... or ..... place Club will be eligible under the same conditions.*

*At the end of each season and depending on the geographical location of Clubs gaining promotion to or being relegated from the ..... Competition, it may be necessary for the Competition either (a) to accept a Club from the ..... Competition, or (b) have a Club transferred to the same Competition.*



The bottom ..... Clubs in the ..... Competition will be relegated. Each relegated Club will be allocated either to the ..... Competition or to the ..... Competition recommended as most appropriate by the Joint Liaison Committee. .... Clubs will be promoted to the ..... Competition from the ..... Competition, and the ..... Competition providing that each Club is either the Champion Club or Runner-up or ..... place Club and has the necessary grading criteria.

In the event of there being no eligible Club wishing promotion or not having the necessary grading criteria from any of the Competitions, this will reduce the number of Clubs to be relegated from the ..... Competition.

If only ..... Clubs are eligible or wish for promotion, the bottom ..... Clubs in the ..... Competition will be relegated. If only ..... Club is eligible or wishes promotion, only the bottom Club in the ..... Competition will be relegated.

If no Clubs are eligible, or wish for promotion, no Clubs will be relegated from the ..... Competition.

In the event of a ..... Competition Club not being placed in the bottom ..... Clubs at the end of the season, wishing to resign from the Competition at the end of the season, or having been excluded under Rule ..... only ..... Clubs will be relegated at the end of the season.

In the event of a ..... Competition Club opting to be relegated or being relegated under Rule ..... such Club or Clubs will replace the Club or Clubs otherwise due for relegation.

## REFEREES

13. (A) Registered Referees (and Assistant Referees where approved by the FA or County FA) for all matches shall be appointed in a manner approved by the Management Committee and by the sanctioning Association(s).
- (B) In the event of the non-appearance of the *appointed Referee the appointed senior Assistant Referee shall take charge and a substitute Assistant Referee appointed by the competing Teams*. In cases where there are no officially appointed Assistant Referees, the Clubs shall agree upon a Referee. An individual thus agreed upon shall, for that game, have the full powers, status and authority of a registered Referee. Individuals under the age of 16 must not participate either as a Referee or Assistant Referee in any open age competition.
- (C) *Where Assistant Referees are not appointed each Team shall provide a Club Assistant Referee. Failure to do so will result in a fine of ..... being imposed on the defaulting Team.*
- (D) The appointed Referee shall have power to decide as to the fitness of the ground in all matches and the decision shall be final *subject to either in the case of a ground of a Local Authority or the owners of a ground, the Representative of that body is the sole arbiter and whose decision must be accepted unless the ground is declared fit for play.*
- (E) Subject to any limits/provisions laid down by the sanctioning Association Match Officials appointed under this Rule shall be paid a match fee of ..... and travel expenses of per mile/or inclusive of travel expenses.  
The Home Club shall pay the Officials their fees and/or expenses *before/immediately after the match.*
- (F) In the event of a match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to *full fee plus expenses/half fee plus expenses/expenses only*. Where a match is not played owing to one Club being in

- default, that Club shall be ordered to pay the Officials, if they attend the ground, their full fee and expenses.
- (G) A Referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, may be reported to the Association with which he or she is registered.
  - (H) Each Club shall, in a manner prescribed from time to time by The Football Association, award marks to the Referee for each match and the name of the Referee and the marks awarded shall be submitted to the Competition on the prescribed Form provided. Clubs failing to comply with this Rule shall be liable to be fined or dealt with as the Management Committee shall determine.
  - (I) The Competition shall keep a record of the markings and, on the Form provided by the prescribed date each season, shall submit a summary to The Football Association/County Association.
  - (J) *The Referee shall submit a report Form, supplied by the Competition, giving the result of the match, the number of players in each team and the time of kick-off to the (Registration) Secretary within two days of the match.*
  - (K) *Referees and Assistant Referees shall be supplied, each Season, with a copy of the Competition Rules free of charge.*
  - (L) *Referees and Assistant Referees shall have undertaken a Respect briefing offered by the FA/County FA or the League.*

#### CONTINUATION OF MEMBERSHIP OR WITHDRAWAL OF A CLUB

14. (A) After 31st December in the current Season a Club intending, or having a provisional intention, to withdraw a team from the Competition on completion of its fixtures and fulfilment of all other obligations to the Competition must notify the Secretary *in writing by 31st March/.....* each Season or be liable to a fine not exceeding .....

*All Clubs wishing to remain in membership of the Competition for the following Season must confirm their intention to do so, in writing, to the Secretary by .....*

- (B) A Club shall not be allowed to withdraw any or all of its teams from the Competition after the *Annual General Meeting/arrangement of fixtures* for the following Season. Any Club infringing this Rule shall be liable to a fine not exceeding ..... per team and shall also be liable for its share of any call which may be made under Rule 5(D).
- (C) The Membership for the coming season having been decided at a Special General Meeting held for that purpose not earlier than ..... nor later than ..... or at the Annual General Meeting held not later than ..... the Competition shall have the right, irrespective of other provisions in this Rule, to refuse to permit a Club to withdraw its team(s) in order to join another Competition and may hold the Club to its engagements.
- (D) In the event of a Member Club which is an unincorporated association withdrawing and/or disbanding it shall be immediately liable to discharge all its financial and other obligations to the Competition.

In the event that any such obligation remains undischarged after a period of twenty-one (21) days then such obligation shall be met by the then current Club Members, excluding those under the statutory school leaving age. Until a Member's pro rata obligation is discharged in full the Member shall not be allowed to participate in the Competition, which may apply to the Club's Parent County Association for a suspension order.

If the debt remains unpaid after eighty-four (84) days the Competition may apply to the Club's parent County Association for the debt to be recovered in accordance with the FA Football Debt Recovery System. Once the matter has been passed to the Club's parent County Association the debt can only be cleared by payment to that County Association.

**PROTESTS AND COMPLAINTS**

15. (A) (i) All questions of eligibility, qualifications of players or interpretations of the Rules shall be referred to the Management Committee.
- (ii) Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Management Committee unless a protest is lodged with the Referee before the commencement of the match. Any Club lodging such protest and not proceeding with it shall be deemed guilty of a breach of this Rule and shall be dealt with by the Management Committee.
- (B) Except in cases where the Management Committee decide that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged in duplicate with the Secretary within ..... days (excluding Sundays) of the match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Management Committee. A Member of the Management Committee who is a member of any Club involved shall not be present (except as a witness or representative of his Club) when such protest or complaint is being determined.
- (C) Any dispute occurring between Clubs in the Competition shall be referred for determination by the Management Committee whose decision shall be binding upon all parties subject to Rule 16.
- (D) No protest of whatever kind shall be considered by the Management Committee unless the complaining Club shall have deposited with the Secretary a sum of ..... This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Competition shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the enquiry or to order that the costs to be shared by the parties.
- (E) All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.
- (i) All parties must have received ..... days' notice of the Hearing should they be instructed to attend.
- (ii) Should a Club elect to state its case in person then they should forward a deposit of £..... and indicate such when forwarding the written response.

**BOARD OF APPEAL**

16. Within 14 days of the posting of written notification of any decision of the Management Committee or the Competition, a Club, Official or Player against whom action is taken may appeal against such decision by lodging particulars in duplicate with the Secretary of The ..... Football Association, including a fee of ..... for adjudication of a Board of Appeal. The grounds of appeal shall be in accordance with FA Rules. The Board of Appeal may order the appeal fee to be forfeited and shall decide by whom the costs of the appeal shall be borne. The decision of the Board of Appeal is final and binding on all parties concerned.

No appeal can be lodged against a decision taken at an Annual or Special General Meeting unless this is on the ground of unconstitutional conduct.

**EXCLUSION OF CLUBS OR TEAMS  
MISCONDUCT, CLUBS, OFFICIALS, PLAYERS**

17. (A) At the Annual General Meeting, or Special General Meeting called for the purpose, Notice of Motion having been duly circulated on the Agenda, the accredited delegates present shall have the power to exclude any Club or Team from further membership which must be

supported by (more than) two thirds (2/3) of those present and voting. Voting on this point shall be conducted by ballot.

- (B) At the Annual General Meeting, or at a Special General Meeting called for the purpose, in accordance with the provisions of Rule 19, the accredited delegates present shall have the power to exclude from further participation in the Competition any Club whose conduct has, in their opinion, been undesirable, which must be supported by (more than) two-thirds (2/3rds) of those present and voting. Voting on this point shall be conducted by ballot. A Club whose conduct is the subject of the vote being taken shall be excluded from voting.
- (C) Any official or member of a Club proved guilty of either a breach of Rule, other than field offences, or of inducing or attempting to induce a player or players of another Club in the Competition to join them shall be liable to expulsion or such penalty as a General Meeting or Management Committee may decide, and their Club shall also be liable to expulsion in accordance with the provisions of Clauses (A) and (B) of this Rule.
- (D) *Any Club or Team failing to complete ..... of its fixtures in any season shall (unless the conditions are beyond their control, or the accredited delegates present at the Annual General Meeting or a Special General Meeting decide otherwise by a majority of two-thirds of the votes cast) be debarred from membership the following season.*

**TROPHY:-**

**LEGAL OWNERS, CONDITIONS OF TAKING OVER, AGREEMENT TO BE SIGNED, AWARDS.**

- 18. (A) The following agreement shall be signed on behalf of the winners of the Cup or Trophy:-  
 "We A ..... and B ....., the Chairman and Secretary of ..... FC, members of and representing the Club, having been declared winners of ..... Cup or Trophy, and it having been delivered to us by the Competition, do hereby on behalf of the Club jointly and severally agree to return the Cup or Trophy to the Competition Secretary on or before ..... If the Cup or Trophy is lost or damaged whilst under our care we agree to refund to the Competition the amount of its current value or the cost of its thorough repair."  
 Failure to comply will result in a fine as determined by the Management Committee.
- (B) *At the close of each Competition awards may/shall be made to the winners and runners-up if the funds of the Competition permit.*

**SPECIAL GENERAL MEETINGS**

- 19. Upon receiving a requisition signed by two-thirds of the Clubs in membership the Secretary shall call a Special General Meeting.  
 The Management Committee may call a Special General Meeting at any time.  
 At least seven days notice shall be given of either meeting under this Rule, together with an agenda of the business to be transacted at such meeting. Each Member Club shall be empowered to send two delegates to all Special General Meetings. Each Club shall be entitled to one vote only, as will members of the Management Committee.  
 Any continuing Member Club failing to be represented at a Special General Meeting without satisfactory reason being given *shall/may* be fined .....  
 Officers and Management Committee members shall be entitled to attend and vote at all Special General Meetings.

**ALTERATION TO RULES**

- 20. Alterations, for which consent has been given by the sanctioning Association, shall be made to these Rules only at the Annual General Meeting or at a Special General Meeting specially convened for the purpose called in accordance with Rule 19. Any alteration made

during the playing season to the Rule relating to the qualification of players shall not take effect until the following season.

Notice of proposed alterations to be considered at the Annual General Meeting shall be submitted to the Secretary by ..... in each year. The proposals, together with any proposals by the Management Committee, shall be circulated to the Clubs by and any amendments thereto shall be submitted to the Secretary by ..... The proposals and proposed amendments thereto shall be circulated to Clubs with the notice of the Annual General Meeting. A proposal to change a Rule shall be carried if ..... [a majority] of those present and entitled to vote are in favour.

A copy of the proposed alterations to Rules to be considered at the Annual General Meeting or Special General Meeting shall be submitted to the sanctioning Football Association ..... days prior to the date of the meeting.

#### FINANCE

21. (A) The Management Committee shall determine with which bank or other financial institution the funds of the Competition will be lodged.
- (B) All expenditure in excess of £ ..... shall be approved by the Management Committee. Cheques shall be signed by at least two Officers nominated by the Management Committee.
- (C) The financial year of the Competition will end on .....
- (D) The books, or a certified balance sheet, of a Competition shall be prepared and shall be *audited/verified* annually by some suitable person(s) who shall be appointed at the Annual General Meeting.

#### INSURANCE

22. All Clubs must have public liability insurance cover of at least 10 million pounds (£10,000,000).

All Clubs shall be members of a Players' personal accident scheme. The policy cover shall be at least equal to the minimum recommended cover determined from time to time by the sanctioning Association. In instances where The Football Association is the sanctioning Association, the minimum recommended cover will be the cover required by the Affiliated Association to which a Club affiliates.

#### DISSOLUTION

- 23 (A) Dissolution of the Competition shall be by resolution approved at a Special General Meeting by a majority of three quarters (3/4) of the members present and shall take effect from the date of the relevant Special General Meeting.
- (B) In the event of the dissolution of the Competition, the members of the Management Committee are responsible for the winding up of the assets and liabilities of the Competition.
- (C) The Management Committee shall deal with any surplus assets as follows:
- (i) Any surplus assets, save for a Trophy or any other presentation, remaining after the discharge of the debts and liabilities of the Competition shall be transferred only to another Competition or Affiliated Association or The Football Association Benevolent Fund or to such other charitable or benevolent object in the locality of the Competition as determined by resolution at or before the time of winding up, and approved in writing by the sanctioning Association.
- (ii) If a Competition is discontinued for any reason a Trophy or any other presentation shall be returned to the Donor if the conditions attached to it so provide or, if not, dealt with as the sanctioning Association may decide.

## STANDARD CODE OF RULES FOR YOUTH COMPETITIONS

This document contains the Standard Code of Rules developed by The Football Association and additions, for Youth Competitions. Youth Competitions may add to the core of the Standard Code, which is mandatory, providing the additions are approved by the sanctioning association and do not conflict with the mandatory Rules or any relevant principles and policies established by the FA. Guidance from the sanctioning association should be sought in advance if there is any doubt as to the acceptability of additional Rules.

This Standard Code of Rules is mandatory for all Youth Competitions. Competitions seeking sanction must draft their Rules in conformity with the code putting them in the correctly numbered Rule and showing the standard heading. The mandatory element is printed in normal text and the optional elements of the Standard Code in italics.

It should be noted that in many cases Rules are so printed because they are alternatives and the procedure to apply should be retained and the others omitted. In all cases where a line is shown the necessary name, address, number or wording to complete this Rule must be inserted.

### NOMENCLATURE AND CONSTITUTION

1. (A) This Competition shall be designated the .....  
League/Cup and known as the .....  
(*sponsorship title*) and shall consist of not more than .....  
Clubs approved by the sanctioning authority.

The Competition will provide football in accordance with the agreed youth formats published under FA Rule C4(A). This Competition will reproduce the relevant FA Rule in its handbook and on its website to ensure clarity and compliance with Rule 8(B)

- (B) All such Member Clubs must be affiliated to an affiliated County Football Association and their names and particulars shall be returned annually by the appointed date on the Form "D" to the ..... County Football Association. The area covered by the Competition Membership shall be .....

This Competition shall apply annually for sanction to the .....  
Football Association(s) and the constituent teams of Member Clubs may be grouped in divisions, *each not exceeding* ..... *in number*.

- (C) Inclusivity and Non-discrimination
  - (i) This Competition and each Member Club must be committed to promoting inclusivity and to eliminating all forms of discrimination
  - (ii) This Competition and each Member Club does not and must not [by its rules or regulations or] in any manner whatsoever unlawfully discriminate against any person within the meaning and scope of the Equality Act 2010 or any law, enactment, order or regulation relating to discrimination (whether by age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability or otherwise).
  - (iii) This Competition and each Member Club must make every effort to promote equality by treating people fairly and with respect, by recognising that inequalities may exist, by taking steps to address them and by providing access and opportunities for all members of the community, irrespective of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability or otherwise.
  - (iv) Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate sanctioning Association for investigation.

**For Leagues intending to become Charter Standard Leagues:**

- (D) *This Competition wishes to become a designated Charter Standard League. Existing Member Clubs have two years (until the end of the 2014-15 season) to achieve the Charter Standard club award or face expulsion from the League. New Member Clubs have one year to achieve the Charter Standard club award. The League has the right to refuse membership to a Club if it fails to demonstrate commitment to achieving the award.*

**For Leagues that are already Charter Standard Leagues:**

- (D) *As an FA Charter Standard League this Competition requires all its' Clubs to have achieved FA Charter Standard League status by yyyy (insert date – two years from when Charter Standard League status was awarded to the Competition). The League management committee may expel any club that has failed to achieve Charter Standard status by this date. New Member Clubs have one year to achieve the Charter Standard club award. The League has the right to refuse membership to a Club if it fails to demonstrate commitment to achieving the award*
- (E) *This Competition and its Clubs shall support the FA's Respect programme. As such it recognises that everyone in football has a collective responsibility to create a fair, safe and enjoyable environment in which the game can take place. A Respect League values the courtesy and fairness by opposing players, club officials and spectators. The League and its Clubs will seek to play fixtures in a fair, competitive but not antagonistic environment.*
- (F) *Member Clubs shall not enter any of their teams playing in the Competition in any other Competitions (with the exception of F.A. and County F.A. Competitions) except with the written consent of the Management Committee of the Competition.*
- (G) *At the Annual General Meeting or a Special General Meeting called for the purpose, a majority of the delegates present shall have power to decide or adjust the compilation of the divisions at their discretion. When necessary this Rule shall take precedence over Rule 12.*

**ENTRY FEE, SUBSCRIPTION, DEPOSIT**

2. (A) Applications by Clubs for admission to this Competition *or the entry of an additional team(s)* must be made in writing to the Secretary and must be accompanied by an Entry Fee of ..... per team which shall be returned in the event of non-election.

At the discretion of a majority of the accredited voting members present applications, of which due notice has been given, may be received at the Annual General Meeting or a Special General Meeting. The Entry Fee shall apply.

When Rule 12(B) is applied and a team seeks a transfer, or is compulsorily transferred to another division, no Entry Fee shall be payable.

- (B) The Annual Subscription shall be £ .....per Club/Team playing 11-a-side football, £ .....per Club/Team playing 9v9 football and £ .....per Club / Team playing Mini-Soccer payable on or before the ..... in each year.
- (C) Each Club shall, *within* ..... *days/on the day of election*, pay a Deposit of ..... which shall be returnable to Clubs on leaving the Competition provided they have fulfilled their fixtures and complied with all orders of the Management Committee.
- (D) A Club shall not participate in this Competition until the Entry Fee, Annual Subscription and Deposit have been paid.
- (E) Clubs must advise annually to the Secretary in writing by ..... of its ..... County Football Association affiliation number for the forthcoming Season, *failing which they shall be fined* ..... Clubs must advise the Secretary in writing, or on the prescribed form, of details of its Headquarters, Officers and any other information required by the Competition.

**OFFICERS**

3. The Officers of the Competition shall be determined by the Annual General Meeting and elected thereat.  
(N.B. Auditors are not Officers).

**MANAGEMENT, NOMINATION, ELECTION**

4. (A) The Competition shall be governed in accordance with the Rules and Regulations of The Football Association by a Management Committee comprised of the Officers and .....members who shall be elected at the Annual General Meeting. All Participants shall abide by The Football Association Regulations for Safeguarding Children as determined by The Association from time to time.
- (B) Retiring Officers shall be eligible to become candidates for re-election without nomination. All other candidates for election as Officers or Members of the Management Committee shall be nominated to the Secretary in writing, signed by the Secretaries of two Member Clubs, not later than ..... in each year. Names of the candidates for election shall be circulated with the notice of the Annual General Meeting. In the event of there being no nomination in accordance with the foregoing for any office, nominations may be received at the Annual General Meeting
- (C) The Management Committee shall meet at least quarterly.  
On receiving a requisition signed by two-thirds of the Members of the Management Committee the Secretary shall convene a meeting of the Committee.
- (D) Except where otherwise mentioned all communications shall be addressed to the Secretary who shall conduct the correspondence of the Competition and keep a record of its proceedings.
- (E) All communications received from Clubs must be conducted through their nominated Officers.

**POWERS OF MANAGEMENT**

5. (A) The Management Committee may appoint sub-committees and delegate such of their powers as they deem necessary. *The decisions of all sub-committees shall be reported to the Management Committee for ratification.* The Management Committee shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of The Football Association or affiliated Association.
- (B) Subject to the permission of the ..... County Football Association having been obtained the Management Committee may order a match or matches to be played each season, the proceeds to be devoted to the funds of the Competition and, if necessary, may call upon each Club (including any Club which may have withdrawn during the season) to contribute equally such sums as may be necessary to meet any deficiency at the end of the season. (See Rule 6(e))
- (C) Each Member of the Management Committee shall have the right to attend and vote at all Management Committee Meetings and have one vote thereat, but no Member shall be allowed to vote on any matters directly appertaining to such Member or to the Club so represented or where there may be a conflict of interest. (This shall apply to the procedure of any sub-committee).  
In the event of the voting being equal on any matter, the Chairman shall have a second or casting vote.
- (D) The Management Committee shall have powers to apply, act upon and enforce the Rules of the Competition and shall also have jurisdiction over all matters affecting the Competition, including any not provided for in the Rules.



With the exception of Rules 5(I), 6(H), 10(A), 11 and 19, for any breaches of Rule a formal written charge must be issued. The respondent shall be given seven days from the date of notice to reply to the charge and given the opportunity to:-

- (i) Accept or deny the charge
- (ii) Submit in writing a case of mitigation, or
- (iii) Put their case before the Management Committee.

All breaches of the Laws of the Game, Rules and Regulations of The Football Association shall be dealt with in accordance with F.A. Rules by the appropriate Association.

With the exception of Clubs playing at Step 7 of the Football Pyramid and the FA Women's Premier League, the maximum fine permitted for any breach of a Competition rule is £250 and, when setting any fine, the Competition must ensure that the penalty is proportional to the offence, taking into account any mitigating circumstances.

- (E) All decisions of the Management Committee shall be binding subject to the right of appeal in accordance with Rule 16.

Decisions of the Management Committee must be notified in writing to those concerned within ..... days.

- (F) ..... Members of the Management Committee shall constitute a quorum for the transaction of business of the Management Committee and ..... Members shall constitute a quorum for the transaction of business by any sub-committee of the Competition.

- (G) The Management Committee, as it may deem necessary, shall have power to fill, in an acting capacity, any vacancies that may occur amongst their number.

- (H) A Club having failed to comply with an order or instruction of the Management Committee, or failing to satisfactorily attend to the business and/or the correspondence of the Competition shall be liable to be fined or otherwise penalised at the discretion of the Management Committee.

- (I) All fines and charges shall be paid within 14 days of the date of posting of the written notification.

Any Club failing to do so will be fined a maximum of £50. Further failure to pay the fine including the additional sum within 14 days will result in fixtures being withdrawn until such time as the outstanding payments are settled.

- (J) *A member of the Management Committee appointed by the Competition to attend a meeting or match may have any expenses incurred refunded by the Competition.*

- (K) The Management Committee shall have the power to fill any vacancy that may occur in the membership of the Competition between the Annual General or Special General Meeting called to decide the constitution and the commencement of the Competition season.

- (L) No participant under the age of 18 can be fined.

- (M) Leagues who organise Mini Soccer for teams playing U7 and U8 football may not, with the exception of Rules 6, 10(a), 11(d), 14 and 19 fine clubs for breaches of League Rules.

- (N) For those leagues defined under Rule 5(M) when a team fails to fulfil either a festival or development fixture and pitch hire costs have been incurred, the Organising Competition will be empowered to order the defaulting club to pay these costs and charge an administration fee of up to £10.

- (O) The business of the Competition as determined by the Management Committee *may/shall* be transacted by electronic mail or facsimile.

**ANNUAL GENERAL MEETING**

6. (A) The Annual General Meeting shall be held not later than ..... in each year. At this meeting the following business shall be transacted provided that at least ..... Members are present and entitled to vote:-
- (i) To receive and confirm the Minutes of the preceding Annual General Meeting.
  - (ii) To consider any business arising there from.
  - (iii) To receive and adopt the Annual Report, Balance Sheet and Statement of Accounts.
  - (iv) Election of Clubs to fill vacancies (as recommended by the Management Committee).
  - (v) Constitution of the Competition for ensuing season.
  - (vi) Election of Officers and Management Committee.
  - (vii) Appointment of Auditors.
  - (viii) Alteration of Rules, if any (of which notice has been given).
  - (ix) Fix the date for the commencement of the season and kick off times applicable to the Competitions.
  - (x) Other business of which due notice shall have been given and accepted as being relevant to an Annual General Meeting.
- (B) A copy of the duly *audited/verified* Balance Sheet, Statement of Accounts and Agenda shall be forwarded to each Club at least fourteen days prior to the meeting, and to the ..... County Football Association(s).
- (C) A signed copy of the duly *audited/verified* Balance Sheet and Statement of Accounts shall be sent to the ..... County Football Association(s) within fourteen days of its adoption by the Annual General Meeting.
- (D) Each *Member Club/team* shall be empowered to send two delegates to an Annual General Meeting. Each Club shall be entitled to one vote only. Fourteen days' notice shall be given of any Meeting.
- (E) Clubs who have withdrawn their Membership of the Competition during the season being concluded or who are not continuing Membership shall be entitled to attend but shall vote only on matters relating to the season being concluded. *This provision will not apply to Clubs expelled in accordance with Rule 17.*
- (F) All voting shall be conducted by a show of voting cards unless a ballot be demanded by at least ..... of the delegates qualified to vote or the Chairman so decides.
- (G) No individual shall be entitled to vote on behalf of more than one Member Club.
- (H) Any continuing Member Club failing to be represented at the Annual General Meeting without satisfactory reason being given *shall/may* be fined .....
- (I) Officers and Management Committee members shall be entitled to attend and vote at an Annual General Meeting.

**AGREEMENT TO BE SIGNED**

7. The Chairman and the Secretary of each Club shall complete and sign the following agreement which shall be deposited with the Competition together with the Application for Membership for the coming season, or upon indicating that the Club intends to compete.
- "We, (A), ..... of ..... (Chairman) and (B) ..... of ..... (Secretary) of ..... Football Club have been provided with a copy of the Rules and Regulations of the ..... Competition and do hereby agree for and on behalf of the said Club, if elected or accepted into Membership, to conform to those Rules

and Regulations and to accept, abide by and implement the decisions of the Management Committee of the Competition, subject to the right of appeal in accordance with Rule 16.”

Any alteration of the Chairman and /or Secretary on the above Agreement must be notified to the ..... County Football Association(s) to which the Club is affiliated and to the Secretary of the Competition.

(Note: The spaces above are intended for the inclusion of the signatures and addresses of officers and members).

#### QUALIFICATION OF PLAYERS

8. (A) (i) Contract players, as defined in Football Association Rules, are not permitted in this Competition with the exception of those Players who are registered under Contract with the same Club who have a team operating at Steps 1 to 6 of the National League System.

It is the responsibility of each Club to ensure that any Player signing a registration form for that Club has, where necessary, the required International Transfer Certificate. Clearance is required for any Player aged 12 and over crossing borders including Wales, Scotland and Ireland.

- (ii) No player registered with a F.A. Premier League or Football League Academy under the Elite Player Performance Plan contained within Youth Development Rules will be permitted to play in this Competition. Details of the Youth Development Rules are published on the FA web site.
- (iii) While serving in any branch of Her Majesty's Regular Forces, a player must first obtain the consent of his Association Secretary before signing a registration form to play for a Club.
- (B) A registered youth playing member of a Club is one who, being in all other respects eligible, has:-

- (i) *Signed a fully and correctly completed Competition registration form in ink, countersigned by his /her parent or guardian and by an Officer of the Club, and who has been registered with the (Registrations) Secretary ..... days prior to playing and whose completed registration counterfoil has been received by the Club prior to playing. The registration document must incorporate any known serious medical conditions of the player and emergency contact details of the player's parents or guardians. These details must be available at matches and training events the player attends within the management of the Club or Competition.*

- (ii) *Signed a fully and correctly completed Competition registration form in ink on a match day prior to playing, countersigned by an Officer of the Club and witnessed by an Officer of the opposing Club, and submitted to the (Registrations) Secretary within two days (Sundays excluded) subsequent to the match. The player shall not again play until the Club is in possession of the completed counterfoil. A maximum of ..... players may be registered in this way. The registration document must incorporate any known serious medical conditions of the player and emergency contact details of the players' parents or guardians. These details must be available at matches and training events the player attends within the management of the Club or Competition. Registration forms may also be submitted to the (Registrations) Secretary by facsimile machine prior to the player playing. The original document must be forwarded by post within three days of the match to the appropriate Officer.*

*The registration document must incorporate a current passport-size photograph of the player seeking registration together with proof of the player's date of birth.*

*If a player's age is required for registration purposes a Competition must accept an original birth certificate or a photocopy. In cases where the birth certificate is not*

*available a Competition is required to accept a photocopy of the player's passport or other official document issued by a Government Agency attesting to the player's date of birth.*

The qualification dates for the competition shall be as follows:

Children who have attained the age of six but are under the age of (a) seven as at midnight on the 31st August in season 2013/14 (b) eight as at midnight on the 31st August in season 2014/15 may be permitted to play in a match between sides with a maximum of five players and shall play according to the correct Laws of The Game for that format.

Children who have attained the age of (a) seven as at midnight on the 31st August in season 2013/14 (b) eight as at midnight on the 31st August in season 2014/15 may be permitted to play in a match between sides with a maximum of seven players and shall play according to the correct Laws of the Game for that format.

Children who have attained the age of nine but who are under the age of ten as at midnight on the 31st August in the playing season may be permitted to play in a match between sides with a maximum of seven players and shall play according to the correct Laws of the Game for that format.

Children who have attained the age of ten but who are under the age of (a) eleven as at midnight on the 31st August in season 2013/14 (b) twelve as at midnight on the 31st August in season 2014/15 may be permitted to play in a match between sides with a maximum of nine players and shall play according to the correct Laws of the Game for that format.

Children who have attained the age of (a) eleven as at midnight on the 31st August in season 2013/14 (b) twelve as at midnight on the 31st August in season 2014/15 may play in a match between sides with a maximum of eleven players and shall play according to the correct Laws of the Game for that format.

Children who have attained the age of six as at midnight on the 31st August in a playing season may play Futsal according to the Laws of the Game Futsal. The particular age ranges for such activity are subject to amendment by The Football Association from time to time.

In season 2013/14, children shall not play, and shall not be permitted or encouraged to play, in a match between sides of more than the following number of players, according to their age group:

- Under 7 – 5v5 (including Futsal)
- Under 8 – 7v7
- Under 9 – 7v7
- Under 10 – 7v7
- Under 11 – 9v9
- Under 12 – Under 18 – 11v11

In season 2014/15, children shall not play, and shall not be permitted or encouraged to play, in a match between sides of more than the following number of players, according to their age group:

- Under 7 – 5v5 (including Futsal)
- Under 8 – 5v5
- Under 9 – 7v7
- Under 10 – 7v7
- Under 11 – 9v9
- Under 12 – 9v9
- Under 13 – Under 18 – 11v11

Children permitted to play 11v11 but who are under the age of fifteen as at the 31st August in a playing season shall not be permitted to play in a match where any other player is older or younger by two years or more than that person.

(The above qualification dates are subject to the provisions contained in FA Rule C4(a) in its entirety.)

- (C) *A team shall not include any player/more than ..... players who has/have taken part in any ..... or more senior competition matches during the current season unless a period of ..... days has elapsed since they played.*

*For the purpose of this Competition a senior competition(s) is/are .....*

- (D) A player having taken part in matches for any Club affiliated to any County Football Association shall not be allowed to join, be transferred to, or sign for a Club in the Competition without first proving to the officials of the intended Club that the player has discharged all reasonable financial liabilities to the previous Club or Clubs, and a Club official may not accept such player's signature without first ascertaining whether such claims have been discharged to the satisfaction of the Club, or Clubs, for which the player last played.
- (E) *A fee of ..... shall be paid for each player registered.*

Registration forms shall be obtained from the (*Registrations*) Secretary on prepayment of ..... per form.

- (F) The Management Committee shall decide all registration disputes.

In the event of a player signing a registration form or having a registration submitted for more than one Club priority of registration shall decide for which Club the player shall be registered. The (*Registrations*) Secretary shall notify the Club last applying to register the player of the fact of the previous registration.

- (G) It shall be deemed misconduct for a player to:-

- (i) Play for more than one Club in the Competition in the same season without first being transferred.
- (ii) Having signed for one Club in the Competition, sign for another Club in the Competition in that season, except for the purpose of a transfer.
- (iii) Submit a signed registration form for registration that the player had wilfully neglected to accurately or fully complete.

- (H) (i) The Management Committee shall have the power to accept the registration of any player subject to the provisions of clauses (ii) and (iii) below.

(ii) The Management Committee shall have power to refuse, cancel or suspend the registration of any player who has been charged and found guilty of registration irregularities. (Subject to Rule 16).

(iii) The Management Committee shall have power to make application to refuse or cancel the registration of any player charged and found guilty of undesirable conduct (subject to Rule 16) subject to the right of appeal to the FA or the relevant County Football Association.

Undesirable conduct shall mean an incident of repeated proven misconduct, which may deter a participant from being involved in this Competition. Application should be made to the parent County of the Club the player is registered or intending to be registered with.

- (iv) For a player who has previously had a registration removed in accordance with clause (iii) but has a registration accepted at the expiry of exclusion will be considered to be under a probationary period of 12 months. Whilst under a probationary period, should the player commit a further act of proven misconduct under the jurisdiction of the Competition, (excluding standard dismissals), the Competition would be empowered to consider a further charge of bringing the Competition into disrepute.

(Note: Action under Clause (iii) shall not be taken against a player for misconduct until the matter has been dealt with by the appropriate Association, and then only in cases of the player bringing the Competition into disrepute and will in any case be subject to an

Appeal to the Football Association. All decisions must include the period of restriction. For the purpose of this Rule, bringing the competition into disrepute can only be considered where the player has received in excess of 112 days' suspension, or 10 matches in match based discipline, in a period of two years or less from the date of the first offence for any team playing in this Competition.)

- (I) Subject to FA Rule C2(a) dealing with players without a written contract when a player desires a transfer, the Club the player wishes to transfer to shall submit a transfer form to the (*Registrations*) Secretary accompanied by a fee of ..... Such transfer shall be referred by the (*Registrations*) Secretary to the Club for which the player is registered. Should this Club object to the transfer it should state its objections in writing to the (*Registrations*) Secretary and to the player concerned within seven days of receipt of the transfer form. Upon receipt of the Club's consent, or upon its failure to give written objection within seven days, the (*Registrations*) Secretary may, on behalf of the Management Committee, transfer the player who shall be deemed eligible to play for the new Club from such date or ..... days after receipt of such transfer.

In the event of an objection to a transfer the matter shall be referred to the Management Committee for a decision.

- (J) A player may not be registered for a Club nor transferred to another Club in the Competition after [date] ..... except by special permission of the Management Committee.
- (K) A Club shall keep a list of the players it registers and a record of the games in which they have played, and shall produce such records upon demand by the Management Committee.

In the event a Club has more than one team in an age group, each team must be clearly identifiable **but not designated 'A' or 'B' or 1st or 2nd**. In such cases, players will be registered for one team only. A player so registered will be allowed to play for his Club in a younger or older age group within the provisions of Rule 8 (B).

- (L) A register containing the names of all players registered for each Club, with the date of registration, shall be kept by the (*Registrations*) Secretary and shall be open to the inspection of any duly appointed Member Club representative at all Management Committee meetings or at other times mutually arranged. Registrations are valid for one Season only.
- (M) A player shall not be eligible to play for a team in any special championship, promotion or relegation deciding match (as specified in Rule 12(A)) unless the player has played ..... games for that team in this Competition in the current season.
- (N) *A player who has played for a team in the ..... Division ..... times or more shall not in that season be eligible to play in a lower Division except by permission of the Management Committee.*

(Note: There are many differing procedures to cover eligibility of players in various divisions of which the above is only one example. A Competition should adopt a Rule to suit their particular requirements.)

- (O) (i) Any team playing an unregistered or otherwise ineligible player or players may/shall have the points gained in the match deducted from its total and may be fined and/or otherwise dealt with at the discretion of the Management Committee.
- (ii) In addition the team *may/shall* have ..... points deducted from its total at the discretion of the Management Committee and may be dealt with in any further manner which is thought to be fit.
- (iii) The Management Committee may, at its discretion, award the points available in the match in question to the opponents, subject to the match not being ordered to be replayed.

(The following Clause applies to Competitions involving players in full-time secondary education):-

- (P) (i) Priority must be given at all times to school and school organisations activities. This is not applicable for under 17/18 football.
- (ii) The availability of children must be cleared with the Head Teachers (except for Sunday Competitions).
- (iii) Children under 15 shall not play in a team involving players who are more than 2 years older.

#### CLUB COLOURS. CLUB NAME

9. (A) Every Club must register the colour of its shirts and shorts with the Secretary by ..... (date) who shall decide as to their suitability.

Goalkeepers must wear colours which distinguish them from other players and the referee. No player, including the goalkeeper, shall be permitted to wear black or very dark shirts.

Any team not being able to play in its normal colours as registered with the Competition shall notify the colours in which they will play to its opponents at least ..... days before the match.

If, in the opinion of the referee, two Clubs have the same or similar colours, the *away/home* team shall make the change. Any team not having a change of colours or delaying the kick-off by not having a change shall be fined .....

The Secretary of the Competition may request shirts to be submitted if complaints are received as to lack of distinguishing colours, and the Management Committee may refuse to permit any shirts or shorts as they think fit. *Shirts must be numbered.*

- (B) Any Club wishing to change its name and/or colours must obtain permission from its affiliated County Football Association and from the Management Committee.

#### PLAYING SEASON. CONDITIONS OF PLAY

##### TIMES OF KICK-OFF. POSTPONEMENTS. SUBSTITUTES

10. (A) The Annual General Meeting shall determine the date for the commencement of the season in accordance with Football Association Rules. Original fixtures arranged by the (*Fixtures*) Secretary, or at a meeting specially convened for that purpose, to be held no later than ....., must not be arranged for a date later than seven days preceding the concluding date.

*If mutually arranged at a meeting a list of fixtures must be forwarded to the (Fixtures) Secretary within seven days of the meeting. Fixtures are deemed to be accepted unless objections are received by the (Fixtures) Secretary within fourteen days of their issue.*

*Any Club failing to be represented at a fixture meeting or otherwise infringing this Rule shall be liable for a fine of ..... and the Management Committee or the (Fixtures) Secretary shall arrange that Club's fixtures.*

- (B) All matches shall be played in accordance with the Laws of the Game as determined by the International Football Association Board or, for Mini-Soccer, and 9v9 football, the Laws as set down by The Football Association.

Clubs must take all reasonable precautions to keep their grounds in a playable condition. All matches shall be played on pitches deemed suitable by the Management Committee. If through any fault of the home team a match has to be replayed, the Management Committee shall have power to order the venue to be changed.

The Management Committee shall have power to decide whether a pitch and/or facilities are suitable for matches in the Competition and to order the Club concerned to play its fixtures on another ground.

Football Turf Pitches (3G Artificial Pitches) are allowed in this Competition providing they meet the required performance standards and are listed on the FA's Register of Football Turf Pitches. For clubs playing at Step 7 and below from season 2014/15, all Football Turf Pitches used must be on the FA's register and must be tested (by an accredited test institute) every three years and the results passed to The FA. The FA will give a decision on the suitability for use and add the pitch to the Register.

The home Club is also responsible for advising participants of footwear requirements when confirming match arrangements in accordance with Rule 10(D).

All matches shall have a duration as set out below unless a shorter time (not less than .....minutes) is mutually arranged by the two Clubs in consultation with the referee prior to the commencement of the match, and in any event shall be of equal halves.

**For Mini-Soccer** – The maximum duration of play shall be two halves of 20 minutes each way. The maximum playing time in any one day for under 7 and under 8 age groups is 40 minutes and for under 9 and under 10 age groups is 60 minutes.

**For Youth football** – The duration of play shall be as follows unless it is mutually agreed by all parties to reduce the time. For under 11 and under 12, 30 minutes each half; for under 13 and 14, 35 minutes each half; under 15 and under 16, 40 minutes each half; under 17 and under 18, 45 minutes each half.

The minimum time for any game will not be less than 20 minutes each half for players in the under 14 age group and below and 25 minutes each half for all other age groups.

No player participating in an under 17 division or lower age group shall be permitted to play as at midnight on 31st August in any season shall be permitted to play more than one game or, in the event the competition allows the playing of a double-header, ie: two separate matches, 100 minutes per day in this Competition.

The times of kick-off shall be fixed at the AGM. Any Club failing to commence at the appointed time *shall/may* be fined a sum not exceeding .....or be otherwise dealt with as the Management Committee may determine.

Referees must order matches to commence at the appointed time and must report all late starts to the Competition.

The home team must provide at least two footballs fit for play and the referee shall make a report to the Competition if the footballs are unsuitable.

A size 3 ball will be used for age groups U7 to U9.

A size 4 ball will be used for age groups U10 to U14.

A size 5 ball will be used for all other age groups.

*Goal nets must be used.*

- (C) Except by permission of the Management Committee all matches must be played on the dates originally fixed but priority shall be given to The Football Association and parent County Association Cup Competitions. All other matches must be considered secondary. Clubs may mutually agree to bring forward a match with the consent of the (*Fixtures*) Secretary.

In the case of a revised fixture date, the Clubs must be given by the Competition 5 clear days notice of the match (unless otherwise mutually agreed).

- (D) The Secretary of the home Club must give notice in writing of full particulars of the location of, and access to, the ground and time of kick-off to the *match officials* and the Secretary of the opposing Club at least ..... clear days prior to the playing of the match. *The away Club shall seek and acknowledge receipt of such particulars.*

Any Club failing to comply with this Rule shall be liable to a fine of .....



- (E) In the event of a Club playing in any match with less than ..... players they *may/shall* be fined ..... for each missing player. A minimum of ..... players will constitute a team for a Competition match.
- (F) (i) Home and away matches shall be played. In the event of a Club failing to keep its engagement the Management Committee shall have power to inflict a fine, deduct points from the defaulting Club, *award the points from the match in question to the opponents*, order the defaulting Club to pay any expenses incurred by the opponents or otherwise deal with them except the award of goals. *Notwithstanding the foregoing home and away provision, the Management Committee shall have power to order a match to be played on a neutral ground or on the opponent's ground if they are satisfied that such action is warranted by the circumstances.*
- (ii) Any Club with more than one team in the Competition shall always fulfil its fixture, within the Competition, in the following order of precedence:- First Team, Reserve Team, A Team. Clubs in breach of this requirement shall be fined a sum not exceeding ..... or otherwise dealt with by the Management Committee.
- (iii) Any club unable to fulfil a fixture or where a fixture has been postponed for any reason must, without delay, give notice to the (*Fixtures*) Secretary, the Competition *Referees Appointments* Secretary, the Secretary of the opposing Club and the match officials. Any Club failing to comply shall be dealt with by the Management Committee who may inflict a fine.
- (iv) In the event of a match not being played or abandoned owing to causes over which neither Club has control, it shall be played in its entirety on a date to be mutually agreed by the two Clubs and approved by the Management Committee. Failing such agreement and notification to the (*Fixtures*) Secretary within ..... days the Management Committee shall have power to order the match to be played on a named date or on or before a given date. *Providing gate money is taken and retained the visiting Club shall receive their actual standard class rail or bus fares or the equivalent for ..... persons, or car allowance at ..... p per mile for transporting persons, or hire charge of a coach (receipt to be submitted). The residue (if any) to be equally divided between the two Clubs after deducting the cost of advertising, printing, posting, police and match officials charges. The home Club shall take the whole of the proceeds of the second match.*
- (v) The Management Committee shall review all matches abandoned in cases where it is consequent upon the conduct of either or both teams. Where it is to the advantage of the Competition and does no injustice to either Club, the Management Committee shall be empowered to order the score at the time of the abandonment to stand. In all cases where the Management Committee are satisfied that a match was abandoned owing to the conduct of one team or its Club member(s) they shall be empowered to award the points for the match to the opponent. In cases where a match has been abandoned owing to the conduct of both teams, or their Club member(s), the Management Committee shall rule all points for the match as void. No fine(s) can be applied by the Management Committee for an abandoned match.
- (vi) The Management Committee shall review any match that has taken place where either or both teams were under a suspension imposed upon them by the Association or Affiliated Association. In each case the team that was under suspension would be dealt with in the same manner as if they had participated with ineligible players in accordance with Rule 8(O) above. Where both teams were under suspension the game must be declared null and void.
- (G) A Club may at its discretion and in accordance with the Laws of the Game use ..... substitute players in any match in this Competition who may be selected from ..... (3,4,5,6 or 7) players.

**For Mini-Soccer** – any number of substitutions may be used at any time with the permission of the Referee. Entry onto the field of play will only be allowed during a stoppage in play. A player who has been replaced may return to the play as a substitute for another player. **A Team must not have a squad greater than double the size of its team in an age group.**

**For Youth Football** – for teams in the under 18 age group and below, a player who has been substituted himself becomes a substitute and may replace another player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.

The referee shall be informed of the names of the substitutes not later than ..... minutes before the start of the match.

A player who has been selected, appointed or named as a substitute before the start of the match but does not actually play in the game shall not be considered to have been a player in that game within the meaning of Rule 8 of this Competition.

- (H) The half time interval shall be of ..... minutes duration, but it shall not exceed fifteen minutes. The half time interval may only be altered with the consent of the referee.

- (I) *The Competition shall require all players and club officials to have signed the FA's Respect Codes of Conduct and produce these if so requested by the League management committee.*

*Prior to each match the participating teams and officials shall conduct the 'Respect' handshake and/or participating teams to offer 'three cheers' and handshakes to the opposing team after the match.*

*The participating clubs taking part in the fixture shall identify a team captain designated with a captain's armband who has a responsibility to offer support in the management of the on-field discipline of his/her team mates. If the participating players are considered to be too young to take on this role a member of the team coaching staff should provide this support.*

*Each home club shall make arrangements for the provision of designated areas for spectators. This area can be marked by an additional painted line, the use of cones, a roped off area or use of a temporary spectator barrier. The area for spectators should start two metres from the touchline on both sides of the pitch. Each area should run the full length of the pitch. It is recognised, however, that the alignment of some public pitches does not allow for this arrangement in which case other appropriate arrangements should be made.*

- (J) The format below will be the maximum format allowed for each age group for the 2013/14 season.

U7 – 5v5

U8 – 7v7

U9 – 7v7

U10 – 7v7

U11 – 9v9

U12 – 11v11

U13 – U18 – up to 11v11

From the beginning of the 2014/15 season the format below will be adopted.

U7 – 5v5

U8 – 5v5

U9 – 7v7

U10 – 7v7

U11 – 9v9

U12 – 9v9

U13 – U18 – up to 11v11

**REPORTING RESULTS**

11. (A) The (*Registration/Fixtures*) Secretary must receive within ..... days of the date played, the result of each Competition match in the prescribed manner. This must include the forename(s) and surname of the team players (in block letters) *and also the Referee markings required by Rule 13, or any other information required by the Competition*. Failure to do so will incur a fine of ..... and/or the Club being dealt with as the Management Committee decide.
- (B) *The Home Club/both clubs shall telephone/SMS/email/notify the result of each match to the ..... by ..... Clubs in default shall be fined.*
- (C) The match result notification, correctly completed, shall be signed by a responsible member of the Club. Failure to do so will result in a fine of .....
- NB. If the fixed penalty exceeds £20 the Club must be charged as detailed in Rule 5(D).
- (D) Leagues are permitted to collect but not to publish results for fixtures they organise for U7 and U8 Mini Soccer. They may require a Club to confirm that a set fixture has been played. A maximum fine of £5 may be imposed for a breach of this Rule.

**DETERMINING CHAMPIONSHIP**

12. (A) Team rankings within the Competition will be decided by points with three points to be awarded for a win and one point for a drawn match. The teams gaining the highest number of points in their respective Divisions at the conclusion shall be adjudged the winners. Matches must not be played for double points. In Mini Soccer points can only be awarded for Under 10 Competitions onwards.

*In the event of two or more teams being equal on points team rankings may be decided in any one or more of the following ways:-*

- (i) *goal average or goal difference*  
 (ii) *goals scored or deciding match(es) played under conditions determined by the Management Committee.*

- (B) *Automatic promotion and relegation shall be applied for the first ..... and last ..... teams in each Division except as provided for hereunder, subject to the provisions of Rule 1(b).*
- (i) *Should one or more teams withdraw from any one Division after the fixtures have commenced an equal number of teams to those withdrawing in that Division shall not be automatically relegated.*
- (ii) *Vacancies occurring after the conclusion of the season may be filled by any of the following ways:*
- (a) *retention of otherwise relegated team(s)*  
 (b) *additional promotion of the next ranked team(s) from the Division below*  
 (c) *election*
- (iii) *The last ..... teams in the lowest Division shall retire, but be eligible for re-election except as below, and be subject to the conditions of paragraph (B)(i) above.*
- (iv) *When a senior team is relegated to a lower Division of which its reserve team is a member, or entitled to be a member, such reserve team must accept relegation to, or retain its position in, the next lower Division; and should the senior team be relegated to the lowest Division its reserve team automatically retires from the Competition.*
- (v) *Should either or both of the leading teams in any of the Divisions have its senior team in the next higher Division, promotion shall fall, at the discretion of the General Meeting, to the next highest team or teams in the Division concerned.*

- (C) *In the event of a team not completing 75% of its fixtures for the season all points obtained by or recorded against such defaulting team shall be expunged from the Competition table.*
- (D) *Where a promotion and/or relegation link exists between Competitions ..... Clubs, providing they meet the appropriate grading criteria, will be eligible to make application to the ..... Competition at their Annual General Meeting. Should the Champion Club not wish for promotion or, alternatively, not have the necessary grading criteria, then the ..... or ..... place Club will be eligible under the same conditions.*

*At the end of each season and depending on the geographical location of Clubs gaining promotion to or being relegated from the ..... Competition, it may be necessary for the Competition either (a) to accept a Club from the ..... Competition, or (b) have a Club transferred to the same Competition.*

*The bottom ..... Clubs in the ..... Competition will be relegated. Each relegated Club will be allocated either to the ..... Competition or to the ..... Competition recommended as most appropriate by the Joint Liaison Committee. .... Clubs will be promoted to the ..... Competition from the ..... Competition, and the ..... Competition providing that each Club is either the Champion Club or Runner-up or ..... place Club and has the necessary grading criteria.*

*In the event of there being no eligible Club wishing promotion or not having the necessary grading criteria from any of the Competitions, this will reduce the number of Clubs to be relegated from the ..... Competition.*

*If only ..... Clubs are eligible or wish for promotion, the bottom ..... Clubs in the ..... Competition will be relegated. If only ..... Club is eligible or wishes promotion, only the bottom Club in the ..... Competition will be relegated.*

*If no Clubs are eligible, or wish for promotion, no Clubs will be relegated from the ..... Competition.*

*In the event of a ..... Competition Club not being placed in the bottom ..... Clubs at the end of the season, wishing to resign from the Competition at the end of the season, or having been excluded under Rule ..... only ..... Clubs will be relegated at the end of the season.*

*In the event of a ..... Competition Club opting to be relegated or being relegated under Rule ..... such Club or Clubs will replace the Club or Clubs otherwise due for relegation.*

## REFEREES

13. (A) Registered Referees (and Assistant Referees where approved by the FA or County FA) for all matches shall be appointed in a manner approved by the Management Committee and by the sanctioning Association(s).
- (B) In the event of the non-appearance of the appointed Referee the *appointed senior Assistant Referee shall take charge and a substitute Assistant Referee appointed by the competing Teams*. In cases where there are no officially appointed Assistant Referees, or where the competition has been unable to appoint a Referee, the Clubs shall agree upon a Referee. A Referee thus agreed upon shall, for that game, have the full powers, status and authority of a registered Referee.
- (C) *Where Assistant Referees are not appointed each Team shall provide a Club Assistant Referee. Failure to do so will result in a fine of ..... being imposed on the defaulting Club.*

- (D) The appointed Referee shall have power to decide as to the fitness of the ground in all matches and the decision shall be final *subject to either in the case of a ground of a Local Authority or the owners of a ground, the Representative of that body is the sole arbiter and whose decision must be accepted unless the ground is declared fit for play.*
- (E) Subject to any limits/provisions laid down by the sanctioning Association Match Officials appointed under this Rule shall be paid a match fee of .....and travel expenses of .....per mile/or inclusive of travel expenses.  
The Home Club shall pay the Officials their fees and/or expenses *before/immediately after* the match.
- (F) In the event of a match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to *full fee plus expenses/half fee plus expenses/expenses only.* Where a match is not played owing to one Club being in default, that Club shall be ordered to pay the Officials, if they attend the ground, their full fee and expenses.
- (G) A Referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, may be reported to the Association with which he or she is registered.
- (H) Each Club shall, in a manner prescribed from time to time by The Football Association, award marks to the Referee for each match and the name of the Referee and the marks awarded shall be submitted to the Competition on the prescribed Form provided. Clubs failing to comply with this Rule shall be liable to be fined or dealt with as the Management Committee shall determine.
- (I) The Competition shall keep a record of the markings and, on the Form provided by the prescribed date each season, shall submit a summary to The Football Association/County Football Association.
- (J) *The Referee shall submit a report Form, supplied by the Competition, giving the result of the match, the number of players in each team and the time of kick-off to the (Registration) Secretary within two days of the match.*
- (K) *Referees and Assistant Referees shall be supplied, each Season, with a copy of the Competition Rules free of charge.*
- (L) *Referees and Assistant Referees shall have undertaken a Respect briefing offered by the FA/County FA or the League.*

#### CONTINUATION OF MEMBERSHIP OR WITHDRAWAL OF A CLUB

14. (A) After 31st December in the current Season a Club intending, or having a provisional intention, to withdraw a team from the Competition on completion of its fixtures and fulfilment of all other obligations to the Competition must notify the Secretary *in writing by 31st March/.....* each Season or be liable to a fine not exceeding .....
- All Clubs wishing to remain in membership of the Competition for the following Season must confirm their intention to do so, in writing, to the Secretary by .....*
- (B) A Club shall not be allowed to withdraw any or all of its teams from the Competition after the *Annual General Meeting/arrangement of fixtures* for the following Season. Any Club infringing this Rule shall be liable to a fine not exceeding .....per team and shall also be liable for its share of any call which may be made under Rule 5(D).
- (C) The Membership for the coming season having been decided at a Special General Meeting held for that purpose *not earlier than .....nor later than .....* or at the Annual General Meeting *held not later than .....* the Competition shall have the right, irrespective of other provisions in this Rule, to refuse to permit a Club

to withdraw its team(s) in order to join another Competition and may hold the Club to its engagements.

- (D) In the event of a Member Club which is an unincorporated association withdrawing and/or disbanding it shall be immediately liable to discharge all its financial and other obligations to the Competition.

In the event that any such obligation remains undischarged after a period of twenty-one (21) days then such obligation shall be met by the then current Club Members, excluding those under the statutory school leaving age. Until a Member's pro rata obligation is discharged in full the Member shall not be allowed to participate in the Competition, which may apply to the Club's Parent County Association for a suspension order.

### PROTESTS AND COMPLAINTS

15. (A) (i) All questions of eligibility, qualifications of players or interpretations of the Rules shall be referred to the Management Committee.
- (ii) Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Management Committee unless a protest is lodged with the Referee before the commencement of the match. Any Club lodging such protest and not proceeding with it shall be deemed guilty of a breach of this Rule and shall be dealt with by the Management Committee.
- (B) Except in cases where the Management Committee decide that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged in duplicate with the Secretary within ..... days (excluding Sundays) of the match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Management Committee. A Member of the Management Committee who is a member of any Club involved shall not be present (except as a witness or representative of his Club) when such protest or complaint is being determined.
- (C) Any dispute occurring between Clubs in the Competition shall be referred for determination by the Management Committee whose decision shall be binding upon all parties subject to Rule 16.
- (D) No protest of whatever kind shall be considered by the Management Committee unless the complaining Club shall have deposited with the Secretary a sum of ..... This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Competition shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the enquiry or to order that the costs to be shared by the parties.
- (E) All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.
- (i) All parties must have received ..... days' notice of the Hearing should they be instructed to attend.
- (ii) Should a Club elect to state its case in person then they should forward a deposit of £..... and indicate such when forwarding the written response.
- (F) When dealing with a protest or complaint the Management Committee shall take into consideration the possession by the protesting or complaining Club of any information which, if properly used, might have avoided the protest or complaint.

**BOARD OF APPEAL**

16. Within 14 days of the posting of written notification of any decision of the Management Committee or the Competition, a Club, Official or Player against whom action is taken may appeal against such decision by lodging particulars in duplicate with the Secretary of the ..... Football Association, including a fee of ....., for adjudication of a Board of Appeal. The grounds of appeal shall be in accordance with FA Rules. The Board of Appeal may order the appeal fee to be forfeited and shall decide by whom the costs of the appeal shall be borne. The decision of the Board of Appeal is final and binding on all parties concerned. No appeal can be lodged against a decision taken at an Annual or Special General Meeting unless this is on the ground of unconstitutional conduct.

**EXCLUSION OF CLUBS OR TEAMS****MISCONDUCT, CLUBS, OFFICIALS, PLAYERS**

17. (A) At the Annual General Meeting, or Special General Meeting called for the purpose in accordance with the provisions of Rule 19, Notice of Motion having been duly circulated on the Agenda, the accredited delegates present shall have the power to exclude any Club or Team from further membership which must be supported by (more than) two-thirds ( $\frac{2}{3}$ ) of those present and voting. Voting on this point shall be conducted by ballot.
- (B) At the Annual General Meeting, or at a Special General Meeting called for the purpose, in accordance with the provisions of Rule 19, the accredited delegates present shall have the power to exclude from further participation in the Competition any *Club or team of a Club* whose conduct has, in their opinion, been undesirable, which must be supported by (more than) two-thirds ( $\frac{2}{3}$ rd) of those present and voting. Voting on this point shall be conducted by ballot. A Club whose conduct is the subject of the vote being taken shall be excluded from voting.
- (C) Any official or member of a Club proved guilty of either a breach of Rule, other than field offences, or of inducing or attempting to induce a player or players of another Club in the Competition to join them shall be liable to expulsion or such penalty as a General Meeting or Management Committee may decide, and their Club shall also be liable to expulsion in accordance with the provisions of Clauses (A) and (B) of this Rule.
- (D) *Any Club or Team failing to complete ..... of its fixtures in any season shall (unless the conditions are beyond their control, or the accredited delegates present at the Annual General Meeting or a Special General Meeting decide otherwise by a majority of two-thirds of the votes cast) be debarred from membership the following season.*

**TROPHY:- LEGAL OWNERS, CONDITIONS OF TAKING OVER, AGREEMENT TO BE SIGNED. AWARDS.**

18. (A) The following agreement shall be signed on behalf of the winners of the Cup or Trophy:-  
 “We A ..... and B ....., the Chairman and Secretary of ..... FC, members of and representing the Club, having been declared winners of ..... Cup or Trophy, and it having been delivered to us by the Competition, do hereby on behalf of the Club jointly and severally agree to return the Cup or Trophy to the Competition Secretary on or before .....  
 If the Cup or Trophy is lost or damaged whilst under our care we agree to refund to the Competition the amount of its current value or the cost of its thorough repair.”  
 Failure to comply will result in a fine as determined by the Management Committee.
- (B) At the close of each Competition awards may/shall be made to the winners and runners-up if the funds of the Competition permit.

**SPECIAL GENERAL MEETINGS**

19. Upon receiving a requisition signed by two-thirds of the Clubs in membership the Secretary shall call a Special General Meeting.  
The Management Committee may call a Special General Meeting at any time.  
At least seven days notice shall be given of either meeting under this Rule, together with an agenda of the business to be transacted at such meeting.  
Each Member Club shall be empowered to send two delegates to all Special General Meetings. Each Club shall be entitled to one vote only, as will members of the Management Committee. Any continuing Member Club failing to be represented at a Special General Meeting without satisfactory reason being given *shall/may* be fined .....
- Officers and Management Committee members shall be entitled to attend and vote at all Special General Meetings.

**ALTERATION TO RULES**

20. Alterations, for which consent has been given by the sanctioning Association, shall be made to these Rules only at the Annual General Meeting or at a Special General Meeting specially convened for the purpose called in accordance with Rule 19. Any alteration made during the playing season to the Rule relating to the qualification of players shall not take effect until the following season.  
Notice of proposed alterations to be considered at the Annual General Meeting shall be submitted to the Secretary by ..... in each year. The proposals, together with any proposals by the Management Committee, shall be circulated to the Clubs by ..... and any amendments thereto shall be submitted to the Secretary by ..... The proposals and proposed amendments thereto shall be circulated to Clubs with the notice of the Annual General Meeting. A proposal to change a Rule shall be carried if ..... [a majority] of those present and entitled to vote are in favour.  
A copy of the proposed alterations to Rules to be considered at the Annual General Meeting or Special General Meeting shall be submitted to the sanctioning Football Association ..... days prior to the date of the meeting.

**FINANCE**

21. (A) The Management Committee shall determine with which bank or other financial institution the funds of the Competition will be lodged.  
(B) All expenditure in excess of £..... shall be approved by the Management Committee. Cheques shall be signed by at least two Officers nominated by the Management Committee.  
(C) The financial year of the Competition will end on .....
- (D) The books, or a certified balance sheet, of a Competition shall be prepared and shall be *audited/verified* annually by some suitable person(s) who shall be appointed at the Annual General Meeting.

**INSURANCE**

22. All Clubs must have public liability insurance cover of at least ten million pounds (£10,000,000).



**DISSOLUTION**

23. (A) Dissolution of the Competition shall be by resolution approved at a Special General Meeting by a majority of three quarters of the members present and shall take effect from the date of the relevant Special General Meeting.
- (B) In the event of the dissolution of the Competition, the members of the Management Committee are responsible for the winding up of the assets and liabilities of the Competition.
- (C) The Management Committee shall deal with any surplus assets as follows:
- (i) Any surplus assets, save for a Trophy or any other presentation, remaining after the discharge of the debts and liabilities of the Competition shall be transferred only to another Competition or Affiliated Association or The Football Association Benevolent Fund or to such other charitable or benevolent object in the locality of the Competition as determined by resolution at or before the time of winding up, and approved in writing by the sanctioning Association.
  - (ii) If a Competition is discontinued for any reason a Trophy or any other presentation shall be returned to the Donor if the conditions attached to it so provide or, if not, dealt with as the sanctioning Association may decide.

## STANDARDISED RULES

These Rules have been compiled by the Sanction and Registrations Committee of The Football Association in conjunction with the Members of the Standardisation of League Rules Working Group for the mandatory use of all sanctioned Competitions at Steps 1 to 6 inclusive of the National League System.

It should be noted that where the Rules have been printed in [ ] they are optional and where a gap has been left the appropriate word, figure or amount needs to be inserted.

Whilst additions may be allowed to the Standardised Rules these must first be approved by The Football Association.

### 1. DEFINITIONS

1.1 In these Rules:

“**Affiliated Association**” means an Association accorded the status of an affiliated Association under the Rules of The FA.

“**AGM**” shall mean the annual general meeting held in accordance with the Articles of the Competition.

“**Appointing Authority**” means [The FA] [the Competition].

“**Articles**” means the Articles of Association of the Company and reference to a number of following the word “**Article**” is a reference to an Article so numbered in the “**Articles**”.

“**Board**” means the Board of Directors of the Company appointed in accordance with the Articles or, in the case of a Competition which is an unincorporated association, the management committee elected to manage the running of the Competition.

“**Club**” means a Club for the time being in membership of the Company (including a Club which has had a transfer of membership approved under Rule 2.9 below).

“**Company**” means The [ ..... ] Limited, company registration number [ ..... ] which administers the Competition and shall, where the Competition is an unincorporated entity, include that entity.

[“**Company Secretary**” means the person appointed by the Board and registered at Companies House as the Company Secretary of the Company].

“**Competition**” means the [ ..... ] League.

“**Competition Match**” means any match played or to be played under the jurisdiction of the Company.

“**Competition Office**” means the registered Offices or addresses where League business is transacted

“**Competition Secretary**” means such person or persons appointed or elected to carry out the administration of the Competition.

“**Contract Player**” means any Player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

“**Criteria Document**” means the document entitled “**National Ground Grading Document**” issued by The FA from time to time and shall, unless stated to the contrary, mean the latest edition of the document.

“**CVA**” shall mean an agreement reached by a Club under a Company Voluntary Arrangement (under the Insolvency Act 1986) or a Scheme of Arrangement (under the Companies Act 1985 or Companies Act 2006).

“**Day**” means any day on which the Competition Office is open for normal business but excluding, unless the Board determines otherwise, a Saturday, a Sunday or a Bank or Public Holiday

["**Embargo**"] means a ban placed by the Board on a Club in respect of player registrations, as more fully defined in Appendix G]

"**Fees Tariff**" means a list of fees approved by the Company at a general meeting to be levied by the Company for any matters for which fees are payable under the Rules.

"**Fines Tariff**" means a list of fines approved by the Company at a general meeting to be levied by the Company for any breach of the Rules.

"**Football Creditor**" means any one of the following:

- The Football Association Limited.
- Any Club affiliated with an Affiliated Association.
- Any League sanctioned by The Association or an Affiliated Association.
- Any full time or part time employee of a Club, or former full time or part time employee of a Club, in respect of sums due to such person by way of arrears of remuneration or expenses. This excludes for these purposes all and any claims for redundancy, unfair or wrongful dismissal or other claims arising out of the termination of the contract or in respect of any period after the actual date of termination.
- The Professional Footballers' Association Limited.
- The Football Foundation.
- Any Affiliated Association.
- Any pension scheme or plan administered by or on behalf of the Competition.

"**Ground**" means the ground on which the Club's first team plays its Competition fixtures.

"**Insolvency Event**" means any one of the following:

- (a) entering into a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act 1986 ("the 1986 Act") or a compromise or arrangement with its creditors under Part 26 of the Companies Act 2006 or any compromise agreement with its creditors as a whole; or
- (b) lodging a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court in accordance with paragraph 26 or paragraph 29 of Schedule B1 to the 1986 Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the 1986 Act (other than paragraph 12 (1)(c)) or where an Administrator is appointed or an Administration Order is made in respect of it ("Administrator" and "Administration Order" having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the 1986 Act); or
- (c) an Administrative Receiver (as defined by section 251 of the 1986 Act), a Law of Property Act Receiver (appointed under section 109 of the Law of Property Act 1925) or any Receiver appointed by the Court under the Supreme Court Act 1981 or any other Receiver is appointed over any assets which, in the opinion of the Board, are material to the Club's ability to fulfil its obligations as a member of the League; or
- (d) shareholders passing a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
- (e) a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
- (f) a winding up order is made by the Court under section 122 of the 1986 Act or a provisional liquidator is appointed under section 135 of the 1986 Act; or
- (g) ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by the Board; or

- (h) being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in (a) to (g) above; and/or
- (i) have any proceeding or step taken or any court order in any jurisdiction made which has a substantially similar effect to any of the foregoing.

**“Long Term Loan”** means a loan transfer in excess of 93 days of a Player who is a qualifying Player within the terms of the Rules.

**“Match Officials”** means the referee, the assistant referees and any fourth official appointed to a Competition Match.

**“Membership Year”** means the period in each calendar year from the holding of one annual general meeting of the Company to the holding of the next annual general meeting.

**“National League System”** means the system of competitions controlled by the FA where promotion and relegation links exist between participating Leagues.

**“Non Contract Player”** means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

**“Officer”** means an individual who is required to make an Owners’ and Directors’ Declaration by The FA.

**“Owners’ and Directors’ Declaration”** means a declaration to The FA required from an Officer from time to time.

**“Paid in Full”** shall mean when a Club has either

- paid (in cleared funds) to the supervisor of its CVA or its administrator, sufficient funds to pay all its creditors in full (100p in the £) and to cover the costs of the CVA or the administration and confirmation of this fact has been received in writing from the supervisor/administrator; or
- paid (in cleared funds) sufficient to settle in full (100p in the £) any debts owed to creditors outside a CVA.

**“Player”** means any Contract Player, Non Contract Player or other Player who plays or who is eligible to play for a Club.

**“Players’ Agent”** means a person who, for reward, represents, negotiates on behalf of, advises or otherwise acts for a Principal in the context of either the transfer of a Player’s registration, the terms of a contract between a Player and a Club or the terms of a contract between a manager and a Club.

**“Playing Season”** means the period between the date on which the first league fixture in the Competition is played each year until the date on which the last league fixture in the Competition is played. For Clubs participating in play off matches this does include the period when play off matches are played.

**“Play Off Position”** means the position of a Club in the table at the end of each Playing Season which is provided for in Rule 13 as qualifying the Club to take part in a play off match to qualify for promotion to the next step of football for the next Playing Season.

**“Principal”** means a Club, a manager, an official of a Club, or a Player employing an Agent for one of the purposes set out in the definition of Agent above.

**“Rules”** means these rules under which the Competition is administered.

**“Satisfied”** shall mean that a creditor has consented, and provided evidence of such, to accept a sum in full and final settlement of its debt from a Club. For the avoidance of doubt, a vote to approve a Company Voluntary Arrangement (‘CVA’) by the creditors of a Club, held in accordance with Insolvency Law in operation from time to time, shall deem those debts admitted to the CVA as being Satisfied. The Board shall determine at its absolute discretion whether an amount is satisfied under the Rules.

**“Scholar”** means a player aged sixteen or over who has signed a Scholarship with a Premier League or Football League Club or licensed Football Conference Club, and who has completed a registration form for Scholars in accordance with FA Rules and Regulations.

**“Scholarship”** means a Scholarship as set out in Rule C 3 (a) (i) of the Rules of The FA.

**“Short Term Loan”** means a loan transfer for a period of no fewer than 28 days and no more than 93 days in any one season.

**“Secured”** shall mean that one of the following legally recognised undertakings has been provided for the payment of the specified sum in full by the AGM at the end of the Playing Season in which the transfer of membership takes place:

- (i) A solicitor’s undertaking for the full amount outstanding;
- (ii) A bank guarantee is held for the full amount outstanding;

In each case to be paid and satisfied in full by no later than the AGM at the end of the Playing Season in which the transfer took place.

The Board shall determine at its absolute discretion whether an amount is Secured or Satisfied under the Rules.

**“Significant Interest”** means the holding and/or possession of the legal or beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares or other securities in the Club which confer in aggregate on the holder(s) thereof ten (10) per cent or more of the total voting rights exercisable in respect of the Shares of any class of Shares of the Club. All or part of any such interest may be held directly or indirectly or by contract including, but not limited to, by way of membership of any group that in the opinion of the Board are acting in concert, and any rights or powers held by an Associate (as defined in the Rules of The FA Challenge Cup) shall be included for the purposes of determining whether an interest or interests amounts to a “Significant Interest”

**“SSAP”** means a sporting sanctions appeal panel to be appointed to determine an appeal against a deduction of points under Rule 14.

**“Team Sheet”** means a form provided by the Competition referred to in Rule 8.11.1

**“The FA”** means The Football Association Limited.

**“Work Experience Player”** means a Player whose registration is held by a competition other than the Competition and is registered under a Scholarship. The Club taking the Player on work experience will register the Player Non Contract with a league in which they take part to fulfill the football element of the Scholarship, not the educational part.

**“written”** or **“in writing”** means the representation or reproduction of words or symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

- 1.2 Words or expressions used in these Rules shall, if not inconsistent with the subject or context, bear the same meanings as in the Articles .
- 1.3 All Clubs shall adhere to the Rules. Every Club shall be deemed, as a member of the Company to have accepted the Rules and to have agreed to abide by the decisions of the Board in relation thereto, subject to the provisions of Rule 17.
- 1.4 The Competition will be known as [“ ..... ”] (or such other name as the Company may adopt). The Clubs participating in the Competition must be members of the Company [in accordance with the Articles]. A Club which ceases to exist or which ceases to be entitled to play in the Competition for any reason whatsoever shall thereupon automatically cease to be a member of the Company.
- 1.5 The administration of the Competition under these Rules will be carried out by the Company acting (save where otherwise specifically mentioned herein) through the Board in accordance with the Rules Regulations and Practices of The FA.

1.6 The Company shall be part of the National League System established by The FA and shall sign such documents as are required from time to time to confirm such membership[s].

## 2. MEMBERSHIP REQUIREMENTS

2.1 Each Club shall register its Ground, and its pitch dimensions, with the Competition.

Dimensions of the field of play for all Competition matches shall be:-

Length – Maximum 120 yards (110 metres) – Minimum 110 yards (100 metres)

Width - Maximum 80 yards (75 metres) – Minimum 70 yards (64 metres)

No Club shall remove to another Ground without first obtaining written consent of the Board; such consent not to be withheld unreasonably. In consideration whether to give such consent the Board shall have regard to all the circumstances of the case and shall not grant consent unless it is reasonably satisfied that such consent:-

- would be consistent with the objectives of the Competition as set out in the Memorandum of Association;
- would be appropriate having in mind the relationship (if any) between the locality with which by its name or otherwise the applicant Club is traditionally associated and that in which such Club proposes to establish its Ground;
- would not adversely affect such Club's Officials, Players, supporters, shareholders, sponsors and others having an interest in its activities;
- would not have an adverse affect on visiting Clubs;
- would not adversely affect Clubs having their registered Grounds in the immediate vicinity of the proposed location, and
- would enhance the reputation of the Competition and promote the game of association football generally.

The Club must disclose, as soon as practicable, plans and details of any proposed move to a new stadium. The location of the proposed new stadium must meet with the approval of the Board.

Without prejudice to the provisions of Rule 4.12 a Club shall forthwith notify the Competition of any proposed change in its circumstances relating to the occupation of its Ground. By way of example, and without limitation, a proposed change may include a sale of any freehold interest (with or without subsequent leaseback) or any surrender or variation or a lease or licence.

2.2 All Clubs shall have Grounds and headquarters situated in England, the Channel Islands, Isle of Man if applicable or Wales and the Competition Secretary shall send their names and particulars to The FA annually by the date appointed by, and in the format required by, The FA. Clubs playing in England shall be duly affiliated at all times to a recognised County Football Association. Welsh Clubs shall be affiliated to The FA of Wales. Each Club shall notify the Competition Secretary of its affiliation number each year as soon as practicable after it has received same. Each Club shall return to the General Manager a fully completed questionnaire relating to Form "D" required by The FA by the date given in the circular letter accompanying the questionnaire issued by the Competition Secretary.

2.3.1 A Club's Ground may be shared with another Club or any other club (including a club engaged in another sport) providing, where sharing with a football club the Club or club playing in the most senior competition has priority of fixtures at all times and, where sharing with a club engaged in another sport, the Club has priority of fixtures. A Club will not be permitted to ground share to gain promotion or to avoid relegation. Ground sharing may not be permitted when one of the sharers retains the use of another ground unless that club can show by means of a refused planning permission or similar that it cannot meet the requirements of the Criteria Document at that ground. Any Club wishing to share a Ground or intending to move to a new Ground must obtain the written consent of the Board. Any

Ground sharing for a period exceeding thirteen (13) weeks must be in writing and a written agreement must first be approved by the Board before being entered into and (except in an emergency) must be completed by 31 March in any year to be effective for the following Playing Season. A copy of the completed signed and dated agreement must be received by the Competition within fourteen days of the approval being sent to the Club.

2.3.2 The Club as at 31 March in any year have either:

- (i) A lease for the Ground that extends uninterrupted for a minimum of the next Playing Season, or
- (ii) Possess an agreement for the use of the Ground that is acceptable to The Football Association.

In each case the Club must provide to the Competition of which it is a member and to The Football Association:

If the Ground is freehold either currently dated Official Copies of the freehold title at the Land Registry in the name of the entity in membership of the Competition or, if unregistered, a Certificate of Title from the Club's solicitor showing that the Ground is owned by the entity in membership of the Competition, or

If the Ground is held leasehold a copy of the signed and dated lease in the name of the entity in membership of the Competition; if the expiry date of the lease has already passed or is dated before the end of the next full Playing Season, a certificate from the Club's solicitor as to whether or not a notice has been given by the landlord to terminate the lease. In addition the Club must provide evidence of registration at the Land Registry, or explain why the Lease is not registered.

If the Ground is subject to an acceptable agreement a copy of the signed and dated agreement for the use of the Ground together with confirmation from The Football Association that the agreement is acceptable.

The Club must disclose whether the Club's occupation of the Ground is subject to any third party option, whether the ground is charged by way of security and whether or not any break clauses in the lease or agreement have been exercised either by the landlord or the tenant.

In all cases The Football Association and the Competition of which it is a member have the right to call for further information.

2.3.3 A Club's Ground must comply with the Criteria Document for the step in the National League System at which the Club is playing.

2.4 No club which is a "nursery" club [or a reserve side] of a football club shall be eligible for membership of the Company.

A club shall be deemed to be a "nursery" club if it is under obligation, written or otherwise, to a football club by reason of which it has not the sole and entire control of its own management, finance and Players.

2.5 Clubs seeking membership or applying to retain membership of the Company must comply with the requirements provided for in the Criteria Document for the step at which the Club is playing. Only clubs which meet these criteria in full will be eligible for membership. All Clubs visited by representatives of the Competition in pursuance of the document will pay a non-returnable fee. In the absence of a procedure for application for membership being established by The FA, the Board shall establish such procedure.

The Board shall establish a procedure for inspecting Clubs' grounds from time to time to ensure that the grade attained by that ground is maintained

2.6 The Competition and the FA shall determine a time scale whereby all Clubs in membership must attain the grade provided for in the Criteria Document. The grade applicable for each Club for the commencement of a Playing Season shall be that existing at the previous

1st April, such grading to be ascertained by an inspection carried out on or before 1st April or as soon as practicable thereafter. Any Club not maintaining the grade set for the Competition may be relegated at the end of the Playing Season to a step determined by The FA.

[Any delay in inspection shall in no way release a Club from its obligation to have its ground ready for inspection. If for any reason a Club's existing ground, or any new ground in which it proposes to play its home matches in the season following inspection, is not available for grading by 1st April prior to commencement of the relevant season then the Club must, by the 1st April, submit to the Board in writing its proposals for a venue for its home matches in the following season ("alternative proposal"), such alternative proposal to be considered (and if appropriate) approved at the next Board Meeting after 1st April. The alternative proposal must, inter alia, contain documentary evidence in support of any ground sharing arrangements and evidence that the proposed ground is demonstrably suitable at a level which the relevant club will be competing. The alternative proposal may not be for a continuation of any ground share arrangement if the Club has had a ground sharing arrangement for the previous 2 seasons, or any part thereof, even if those arrangements have related to more than one ground.

Any approval of the alternative proposal will be subject to the issue of a grading certificate. The Board will use all reasonable endeavours to inspect the ground after receiving the alternative proposal and prior to the Board meeting, but if it is unable to do so then any approval of the alternative proposal will be subject to the issue of a satisfactory grading certificate. In the event of a Club not having received a grading certificate by 1st April and not having had its alternative proposal approved at the relevant Board Meeting, it shall be relegated forthwith at the end of the playing season to a level determined by The Football Association.

Clubs in membership of the Competition on 1st April in any season will have until 31st May in that season to meet in full the criteria of membership of the Competition.]

- 2.7 Any Club which is incorporated must be incorporated in England and Wales. Any Club wishing to incorporate shall notify The FA, its Affiliated Association and the Company Secretary before it makes any resolutions in this regard. Any person wishing to be appointed as an Officer to a Club which is incorporated must comply with the requirements of The FA and send to the [League] [Company] Secretary a copy of the Owners' and Directors' Declaration within 5 days of sending the same to The FA.
- 2.8 In the event that any Club which is an unincorporated association incorporates itself it shall notify the Company Secretary in writing within 14 days of the passing of the resolution to take this action and shall with such notice provide the Company Secretary with a copy of the Memorandum and Articles of Association of the company. Any amendments to the Memorandum and Articles of Association of a Club must be notified to the Competition Secretary in writing within 14 days of the passing of the resolution with a copy of the change(s).

### **Transfer of Membership**

#### **Transfer as a Going Concern**

- 2.9.1 In the event that any Club which resolves to transfer its membership of the Competition from one legal entity to a different legal entity, other than in the circumstances shown at 2.9.2 below, the Board will use the following minimum criteria in deciding whether to approve that transfer:
- (a) The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity.
  - (b) All Football Creditors in the Club must be paid in full or transferred in full (with each creditor's consent) to the new entity, and evidenced as such.



- (c) All other creditors in the Club must be paid in full or Secured or transferred in full (with each creditor's consent) to the new entity and evidenced as such.
- (d) The proposed new entity has provided financial forecasts to The FA and the Competition showing its ability to fund the Club for the next twelve (12) months or to the end of the Playing Season following transfer (whichever is the longer) and that evidence of funding sources has been provided.
- (e) The FA must have given approval for the transfer to take place.

#### **Transfer from Insolvency**

2.9.2 In the event that any Club that is subject to an Insolvency Event resolves to transfer its membership of the Competition to a new entity, the Board will use the following minimum criteria in deciding whether or not to approve that transfer:

- (a) The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity;
- (b) All Football Creditors in the Club must be Paid in Full and evidenced as such;
- (c) The proposed new entity has provided financial forecasts to The FA and the Competition showing its ability to fund the Club for the next twelve (12) months or to the end of the Playing Season following transfer (whichever is the longer) and that evidence of funding sources has been provided;
- (d) The FA must have given approval for the transfer to take place; and
- (e) All other creditors in the Club must be Satisfied and evidenced as such. (This provision to be read in conjunction with 2.9.3 below.)

In the event that requirement (e) is not fully complied with, and only where the Board, at its absolute discretion, deems there to have been exceptional circumstances surrounding the application for the transfer, it may approve the transfer (subject to compliance with all other provisions (a) to (d) above) and may apply such conditions as it deems appropriate including, without limitation, the deduction of points.

2.9.3 Nothing in Rule 2.9.2 above shall limit in any way the application of Rule 14B of these Rules.

2.10 The Competition shall allow for up to [.....] member Clubs. There will be [.....] divisions of 22 Clubs in each division where possible. The divisions will be called [.....]. The Clubs competing in each division each season will be confirmed by the Annual General Meeting of the Company each year. A Club entered into membership at the Annual General Meeting shall be subject to the application of the Rules until the date of the following Annual General Meeting. It shall be allowed for these numbers to be increased to accommodate any anomaly in the National League System.

2.11 Any Club or Club representative found guilty of serious irregularities regarding Players Contract payments under The FA Rules may be expelled from the Company in accordance with [the Articles or] these Rules and, in addition, may be fined such sum as the Board shall determine.

2.12 The Company will hold a register of the full name of the company/unincorporated entity constituting each Club. If the Club is an incorporated entity, it must provide the Company with its company registration number. If the Club is an unincorporated entity, it must provide the Company with the name of an individual in whose name the membership of the Company will be vested.

The Company will provide a copy of its membership register to The FA annually.

#### **Publication of ownership**

2.13 Each Club shall publish its legal name, form (e.g. unincorporated association, company limited by shares or guarantee etc) and any identifier (e.g. company number). In addition for those Clubs that are owned, then the Club shall also publish the identities of the

ultimate owner (i.e. the name of an individual) of each Significant Interest in the Club. Such information shall as a minimum be published on the Club's official website on a page accessible directly from the home page of that official club website and/or within the Club's official matchday programme.

- 2.14 In the event that an Insolvency Event occurs in relation to any Club, that Club must inform and keep informed the [League] [Company] Secretary and The FA immediately.

The Board shall have the power to suspend a Club on notification of it having entered an Insolvency Event.

At the discretion of the Board, a suspension may take effect from the giving of the notice or it may be postponed subject to any conditions as the Board may think fit to impose.

In the event that a Club is suspended or its suspension is postponed, the Board shall have power to make such payments as it may think fit to the Club's Football Creditors out of any monies due to that club from the Company.

- 2.15 An Officer must submit an Owners' and Directors' Declaration to The FA in accordance with the Reporting Requirements set out in The FA's Owners' and Directors' Regulations that apply from time to time. The Club must provide a copy of any such Owners' and Directors' Declaration to the Competition at the time it is submitted to The FA.

No individual will be permitted to act as an Officer if they fail to meet any of the requirements of the Owners' and Directors' Declaration, as set out in the Rules of The FA.

In the event that an individual/entity is found to have either:

- Completed false or misleading statements on their Owners' and Directors' Declaration;
- acted as an Officer when in breach of the requirements of the Owners' and Directors' Declaration;
- Acted as an Officer without The FA having given written confirmation to the Club in accordance with The FA's Owners' and Directors' Regulations that the individual may so act; then the individual/entity or Club shall be subject to such fine or other sanction as may be determined by The FA.

In the event that the Competition receive a Notice from the FA issued in accordance with the FA's Owners' and Directors' Test Regulations for the suspension of that Club's Competition membership, then that Club shall be suspended from the Competition with effect from 14 days from the date of the Notice. An appeal of the effect of the Notice is to the FA and can only be made by the affected Club and in accordance with the appeal procedures set out in the FA Owners' and Directors' Test Regulations. The effect of the Notice shall be suspended pending the outcome of an appeal.

The FA shall advise the Competition and the Club in writing where it becomes satisfied that a Disqualifying Condition as defined in the FA Owners' and Directors' Test no longer applies. Upon receipt of this written notification from The FA, the Competition may remove the suspension of the Club's Competition membership.

Where a Club is suspended and that causes a match in the Competition not to be played, the Board shall determine how the outcome of that match shall be treated.

- 2.16 Within fourteen days of a change in a Significant Interest at a Club or the appointment or removal of any director of a Club, written notice thereof, together with such details as are required to be filed with the Registrar of Companies, shall be deposited at the Competition Office.

- 2.17 If during the course of a season the Board decide that the organisation and management or finances of a particular Club fall below the standards appropriate to membership of the Competition, the Competition Secretary shall be instructed to warn the Club at once that it may be excluded from membership of the Competition at the end of that playing season.

Such a Club shall have the right to appeal to The FA within 14 days of the date of notification of the Board's decision.

- 2.18 The Competition, through the Board shall be empowered from time to time by subscription, levy or otherwise to require Clubs to contribute such sum or sums of money to the funds of the League as may be necessary for the proper conduct of the business of the League. Such contributions by Clubs may be collected by deduction from sums due to Clubs under any promotion agreement [commercial contract] or from sponsorship money due or by whatever means the Board shall think fit. There shall be added to any sums to be contributed from Clubs, if applicable, Value Added Tax at the then prevailing rate.
- 2.19 Any Club failing to be represented at an Annual General Meeting or any other General Meeting called in accordance with the [Rules] [Articles] without satisfactory reason being given shall be fined in accordance with the Fines Tariff. [Whenever required to do so all Club Managers, or an Assistant Manager, will be required to attend in person any General Meeting of Clubs to receive a presentation by the Board. Failure to do so without just cause shall be a breach of these Rules and be dealt with in accordance with the Fines Tariff.]
- 2.20 The Competition and each Club must be committed to promoting inclusivity and to eliminating all forms of discrimination.
- 2.21 The Competition and each Club does not and must not [by its rules or regulations or] in any manner whatsoever unlawfully discriminate against any person within the meaning and scope of the Equality Act 2010 or any law, enactment, order or regulation relating to discrimination (whether by way of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability, or otherwise).
- 2.22 The Competition and each Club shall make every effort to promote equality by treating people fairly and with respect, by recognising that inequalities may exist, by taking steps to address them and by providing access and opportunities for all members of the community, irrespective of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability, or otherwise.
- 2.23 Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate sanctioning Association for investigation.

### **3. MEMBERSHIP – ANNUAL SUBSCRIPTION**

- 3.1 Any Club applying for membership of the Company shall submit to the Company a fully completed Membership application form and the application fee [and non-refundable ground inspection fee].
- 3.2 Clubs which have qualified for membership of the Company must confirm their acceptance of membership on the appropriate Competition form to be received by the Company at least [ ] 14 days prior to the next Annual General Meeting of the Company accompanied where appropriate by the membership fee.

The annual subscription shall be paid by each Club to the Company no later than [7 days before the Annual General Meeting of the Company in each year].

### **4. POWER OF THE BOARD**

- 4.1 The Board shall have power to deal with all matters of management of the Competition covered by the Rules. The Board shall conduct the business of the Competition and shall meet as often as is necessary for this purpose.

The Board may appoint such committees as it deems appropriate which shall be fully empowered to act on the Board's behalf subject to ratification by the Board. The Board shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of the Football Association or affiliated Association.

- 4.2 Save where specifically provided otherwise in these Rules, the Board shall have power to apply, act upon and enforce these Rules and shall have jurisdiction over all matters affecting the Company or the Competition including any not provided for in these Rules.
- 4.3 All decisions of the Board shall be binding, subject to a right of appeal to The FA pursuant to Rule 17. Decisions of the Board must be notified, in writing, to all concerned within fourteen days of the making of such decision.  
Upon becoming aware of any breaches of these Rules the Board shall write to the entity suspected of a breach formally charging the party giving at least 7 days' notice of the time, date and venue of the meeting at which the charge shall be considered.  
The party charged will respond in writing to the Board within 7 days stating whether or not the charge is admitted and in default the Competition will deal with the case on the evidence it has at the time. If the charge is disputed or if the party admitting the charge wishes to present a plea in mitigation, it shall have the right to a personal hearing. The party charged also has the right to waive the 7 day requirement and allow the charge to be considered in less than 7 days after the party has been charged.  
If the party charged disputes the charge or wishes to have a personal hearing to present a plea in mitigation then it shall submit its case in writing to be received by the League Secretary at least 7 days prior to the date of the meeting set to consider the charge and in default the Board will be at liberty to proceed to hear the charge without the benefit of written submissions from the party charged.
- 4.4 Where the Rules provide for the imposition of a financial penalty under the Fines Tariff then the Notice of Charge given by the Board under Rule 4.3 above shall refer to the penalty provided for in the Fines Tariff.  
If the Rule provides that the penalty for such a breach is in the discretion of the Board then the notice shall also state as such. If the penalty set by Rules is not a financial penalty then such penalty must still be referred to in the Notice of Charge.  
All breaches of the Laws of the Game Rules and Regulations of the Football Association shall be dealt with in accordance with FA Rules by the appropriate Association prior to any action by the Competition in accordance with FA Regulations.
- 4.5 All fines and charges imposed by the Board shall be received by the Company within twenty-eight days of the date of notification of imposition (unless otherwise ordered). Any Club or person breaking this Rule shall be liable to such penalties as the Board may impose.
- 4.6 If a Club fails to comply with an order or instruction of the Board within fourteen days of notification of such order or instruction, or within fourteen days of an operative date specified in that order or instruction, it shall not be allowed to play or take part in the business of the Company until the expiry of 7 days from the day the order or instruction is complied with.
- 4.7 Except where otherwise mentioned, all communications shall be addressed to the Competition Secretary, who shall conduct the correspondence of the Competition [and keep a record of its proceedings].
- 4.8 A Club must at all times attend satisfactorily to the business of the Competition and/or the correspondence of the Competition or Company.
- 4.9 If a Club is asked to submit a report in relation to any alleged violation of these Rules it may have a personal hearing, providing it notifies its intention of such within fourteen days of the date of notification from the Company, or the case will be dealt with in its absence.
- 4.10 The Board shall have the power to arrange representative matches at their discretion.
- 4.11 A match may be played each season [year] between two clubs nominated by the Board. All matters concerning the match will be decided by the Board including the distribution of proceeds of the match which, usually, will be donated to a registered Charity.

## 5. INTERESTS IN MORE THAN ONE CLUB

Except with the prior written consent of the Board no person, company or business institution (including insolvency practitioners) may at any time be interested in more than one Club or in a Club and any other club playing in a Competition sanctioned by The FA. The definition of "interested" shall be the same as provided for by the Rules of the FA Challenge Cup Competition in force from time to time.

## 6. REGISTRATION OF PLAYERS

### 6.1 A QUALIFYING PLAYER REGISTRATION

The Football Association's rules will apply in respect of all matters concerning players

#### 6.1.1 A Player is one who has signed a Registration Form supplied by the Competition (such signature to be witnessed by a second person) and where:-

- the form has been completed and signed by an Officer of the Club and
- has been approved and registered by the Competition and
- a registration number has been allotted.

A Player will only be eligible to play in a match organised by the Competition if his registration form; transfer form, or loan transfer form, has been received by the Company not less than four hours before the scheduled kick-off of the match in which the player is required to play and found to be in order, and so registered. It is the responsibility of all Clubs to ensure any player signing a registration form has, where necessary, the required International Clearance Certificate. Clubs are also responsible for all players being correctly registered before fielding any player. Failure to do so constitutes misconduct and the Club will be charged with fielding an ineligible player.

Registration forms will be made available to Clubs by the Competition and charged in accordance with the fees tariff. The status of a player must be clearly stated on the Registration Form. The Registration Form must be received at the Competition Office within five days of having been signed by the Player.

The registration of a Player will be valid from the date of registration to the end of that Playing Season only or, if in the case of a Contract or Loan Player whose contract or loan expires before the end of the Playing Season, for the term of the said contract or loan.

#### 6.1.2 A Player may only play under his correct status. Any change of a Player's status during the currency of a registration must be notified to the Competition within five (5) days of the change of registration being affected.

In the event of a Player changing his status with the same Club either from Contract to Non-Contract or from Non-Contract to Contract then that Player must sign a new registration form and be re-registered. In default the Player re-registering will be ineligible to play in a match under the jurisdiction of the Competition and Rule 6.9 will be applied in such circumstances where a Club is found guilty of playing a Player who has changed status without re-registering.

A Player whose registration under Contract is cancelled by mutual consent and immediately re-registered by the same Club or a different Club on a non-contract basis shall not subsequently be registered as a Contract player with the Club for which his Contract was cancelled, within three months of the date of the cancellation except with the consent of the Board.

#### 6.1.3 The Board shall have the power to make application to refuse or cancel the registration of any Player charged and found guilty of undesirable conduct subject to the right of Appeal to the FA or the relevant County Football Association. Undesirable conduct shall mean an incident of repeated conduct, which may deter a participant from being involved in this Competition. Application should be made to the parent County of the Club the Player is registered with.

(Note:- action under this clause shall not be taken against a Player for misconduct until the matter has been dealt with by the appropriate Association, and then only in cases of the Player bringing the Competition into disrepute and will in any case be subject to an Appeal to the Football Association. For the purposes of this Rule, bringing the Competition into disrepute can only be considered where the Player has received in excess of 112 days suspension, or 10 matches in match based discipline, in a period of two years or less from the date of the first offence.)

The Board shall also have the power to place an embargo on the registration, transfer or loan transfer of Players by any Club deemed to be in breach of these Rules.

## 6.2 REGISTRATION PERIOD

6.2.1 [The Registration Period for Conference National Clubs shall be known as the 'Transfer Window', and shall mean either:-

- the period commencing at midnight on the last day of the immediately preceding Playing Season and ending at midnight on the 31st August next following or
- the period commencing at midnight on the 31st December and ending at midnight on 31st January next following

always provided the Board shall have the discretion to amend the time and/or date upon which each of the above periods shall be deemed to end, after consultation with The Football Association, The Premier League and the Football League in so far as is necessary to ensure the Transfer Windows for the Conference, the Premier League and the Football League are the same.

The Registration Period for Conference North and Conference South Clubs shall be the period commencing at midnight on the last day of the immediately preceding Playing Season and ending at 5.00pm on the fourth Thursday in March next following.]

After 5.00pm on the [fourth Thursday in March] [31st March] each season new registrations, new loans, and transfer of registrations will be declined or will be approved subject to such limitations and restrictions as the Board may determine and, if so determined, the Player shall only be eligible to play in the matches for which permission is granted by the Board.

## 6.3 PLAYER STATUS

6.3.1 The status of a player may be:-

- Contract Player
- Non-Contract
- Work Experience
- Scholar
- Short Term Loan
- Long Term Loan
- [Emergency Loan
- Youth Loan]

6.3.2 [Unemployed Player (relevant only to Conference National Division) shall mean any Player who:-

- (a) has not been at any time been registered with -
  - a Member Club
  - a Club participating in the Premier League or the Football League; and/or
  - any other Association Football Club in a country other than England, or
- (b) if he has been registered with any of the Clubs listed in paragraph (a) above, his registration has expired at any time prior to the end of a Transfer Window and he has not since been registered with any such Club.

Under the terms of this rule an unemployed player may register for a Club at any time between midnight on the last day of the immediately preceding Playing Season and 5.00pm on the fourth Thursday next following.]

#### **6.4 REGISTRATIONS AND REGISTRATION PROCEDURES**

- 6.4.1 A Player will only be eligible to play in a match organised by the Company under these Rules if the appropriate form(s) is (are) received by the Company (including [by facsimile or] electronically) at least four (4) hours before the scheduled kick-off time of such match. No Player whose registration, including Loan registrations, is received less than four (4) hours before the match organised by the Company in which he is required to play will be eligible. Any loan registration must also be approved by the Football Association before that Player can be considered eligible to play.

Where a registration form is sent to the Company [by facsimile or] electronically, e.g. email, the originating form must subsequently be received by the Company within five (5) days of the sending of the [facsimile or] electronic transmission. In default of this Rule the player shall not be eligible to play in the Competition unless and until a valid registration form is received. The form when received must contain the same information as that received by [facsimile or] email. Any Club deemed to have falsified any form will be deemed to have played an ineligible player and will be dealt with in accordance with Rule 6.9.

The registration of a Player by [facsimile or] electronic transmission is not automatically valid and it is the responsibility of the Club to ensure the player is NOT registered with any other Club. When the Player involved was previously registered with another Club it is necessary for that Club to complete the standard Competition transfer form or to have completed the standard Competition cancellation of registration form prior to or at the same as the registration to the new Club.

- 6.4.2 Each Club must have at least eleven (11) Players registered fourteen (14) days before the start of each Playing Season.
- 6.4.3 [A registration form, when submitted to the Competition, must be accompanied by the financial details, i.e. the appropriate page of the contract for Players under written contract or the standard Competition form for Players not under written contract.]
- 6.4.4 In the event of a Player signing registration forms for more than one Club, priority of registration shall decide for which Club he is entitled to play. The Club submitting the latter form shall be notified of the prior registration of the Player, and the circumstances under which the registration forms were signed shall be investigated by the Board. Any Player found to have signed registration forms for more than one Club, or any Club found to have knowingly induced a registered Player of another Club to sign a registration form, shall be dealt with by the Board in such a manner as it shall think fit.
- 6.4.5 Except when specific approval has been given by the Board a Club cannot sign or transfer more than one Player, contract or non-contract, from another Club at any one time unless a period of 14 days has elapsed between each signing.
- 6.4.6 If a non-contract Player also registers for a club not in membership of the Competition, his registration for the Competition may be retained by the Club.
- 6.4.7 A Club may register any number of Work Experience players but only two (2) may play in any one match, in accordance with FA Rules.
- 6.4.8 A Club may name up to a maximum of five (5) players on a Team Sheet who are either Short Term Loan, [Emergency Loan (short term),] Long Term, [Youth Loan] or Work Experience.
- 6.4.9 The Company may, at its discretion, refuse any further registration of players, i.e. place under a registration embargo, any Club which has not completed payment of a transfer or loan arrangement made with another Club (or club) or arranged for the payment to be adequately secured. The Club (or club) which holds the Player's Contract will continue to pay the Player in accordance with his Contract.

## 6.5 TRANSFERS

6.5.1 The transfer of a registration of a Player under written Contract from one Club to another must be in writing, on the Competition transfer form, signed by the Contract Player and the two Clubs, and the form must be forwarded to the Company for approval and registration. Such Contract Player does not become a bona-fide Player of the Club seeking his transfer until the form has been approved and registered by the Competition. The registration of a Contract Player whose Contract is cancelled by mutual consent shall be automatically cancelled upon receipt by the Competition of a copy of the relevant FA form.

Where a Club cancels the registration of a Player, Contract or Non-Contract, for any reason whatsoever, the Club must notify the Competition [General Manager] immediately, in writing. To be valid such notification must be signed by an authorised signatory of that Club.

6.5.2 The transfer of a registration of a Non-Contract Player from one Club to another must be in writing, on the Competition transfer form, signed by the Non-Contract Player and the two Clubs, and the form must be forwarded to the Company for approval and registration. Such Non-Contract Player does not become a bona-fide Player of the Club seeking his transfer until the form has been approved and registered by the Competition. A Non-Contract Player whose registration for a Club is cancelled or transferred for any reason whatsoever cannot, without the consent of the Board, return to his original Club until a minimum of fourteen (14) days has elapsed from the date of the cancellation or transfer.

6.5.3 A Club cannot register the transfer of a Contract Player or Non-Contract Player unless that Player has been registered with the transferor Club for at least 14 days, unless that Player is a goalkeeper.

## 6.6 TEMPORARY TRANSFERS (LOANS)

6.6.1 Short Term Loans [and] Long Term Loans [and Emergency Loans (applicable only to Conference National Clubs under the regulations governing Short Term Loans)] of Contract players shall be allowed to or from Clubs in membership of:-

- The Premier League
- The Football League
- The Football Conference
- The Isthmian Football League
- The Northern Premier League
- The Southern Football League
- Any other Leagues which have been authorised by the FA [as shown in Appendix K]

on such terms and conditions as shall be mutually agreed by the two clubs and the player. For Loan Transfers between Clubs in the same Competition the transfer must be completed on the National League System Temporary Transfer Form. For Loan Transfers between Clubs in different Competitions the transfer must be completed on FA Form H3 together with a registration form applicable for the Competition of the transferee club.

The player being taken on loan, [including Youth Loan,] must sign a Competition contract registration form which will be valid for the full period of the loan, including any extension to the loan period. The Competition's standard cancellation form must be used to prematurely end the temporary transfer period. The temporary registration for the borrowing Club will automatically be deemed to be cancelled upon maturity of the temporary transfer period.

Where a Short Term Loan, [Emergency Loan, or Youth Loan] expires, and is not renewed simultaneously, any subsequent Short Term Loan, [Emergency Loan or Youth Loan] of that Player to the same Club will be subject to a minimum duration of 28 days.

No more than four (4) Players (Short Term, [Emergency,] Long Term or [Youth]) may join one Club from another Club (or club) in any Playing Season. [An additional Youth Loan Player may be added to this figure.]



- 6.6.2 Short Term Loan Transfers – A Club can have up to a maximum of twelve (12) Short Term Loans during a Playing Season. The minimum period of a Short Term Loan transfer must be twenty-eight (28) days with a maximum of ninety-three (93) days in any one Playing Season.

The Competition shall not approve more than two (2) Short Term Loan transfers to or from any one Club, including Premier League and Football League Clubs, at any one time.

On completing the National League System Temporary Transfer Form or FA form H3, a Club must send the original to the FA, one copy to the Company, and a third copy to the secretary of the League with which the player is registered.

To extend the period of any Short Term Loan transfer a further National League System Temporary Transfer Form or FA form H3 must be completed and copies sent as directed above. If the Short Term Loan transfer is extended only the Club for whom the Player was originally registered will be allowed to cancel the agreement at any time within the extension period, i.e. after 28 days. In the case of a goalkeeper Clubs may mutually agree, if they so wish, to include a recall clause in the agreement to enable the Club for who the Player was originally registered to recall the Player at any time during the loan period. Players other than goalkeepers may not be recalled within the first month, i.e. 28 days, of any loan.

Any Short Term Loan transfer which may terminate after the last day for registrations may be extended for a further period provided the maximum period of 93 days is not exceeded.

Short Terms Loan Transfers which become permanent before their expiry date shall not count against a Club's quota of days or Players.

- 6.6.3 Long Term Loan Transfers – [A Conference National Club may have up to eight (8) Long Term Loan Transfers per season, a maximum of which four (4) must be aged 23 or under on 30 June prior to the start of the Playing Season, and a maximum of four (4) aged over 23 on 30 June prior to the start of the Playing Season. Conference North and Conference South] Clubs may have up to a maximum of four (4) Long Term Loan Transfers of any age during a Playing Season.

Long Term Loan Transfers shall be for a full Playing Season; or from any date prior to 31st August to any date between 1st and 31st January; or from any date between 1st and 31st January (the January transfer window) to the end of the Playing Season.

A Player on Long Term Loan may not be recalled, except for a goalkeeper or where the Player is to be transferred permanently by the Club (or club) holding his registered contract. A Player other than a goalkeeper so recalled cannot be permitted to play for the Club (or club) holding his registration after such recall until the end of the Playing Season. Players so recalled can only be replaced by a further Long Term Loan with permission from the Company. Long Term Loan Transfers will not count against the number of Short Term Loan Transfers.

To extend the period of any long term loan transfer a further National League System Temporary Transfer Form or FA form H3 must be completed and copies sent as directed above.

The Competition shall not approve more than two (2) Long Term Loan transfers to or from any one club, including Premier League and Football League Clubs, at any one time.

- 6.6.4 [Emergency Loan Transfers (applicable to Conference National Clubs only)]

Conference National Clubs may have unlimited Emergency Loans. Such Loans are subject to application to, and approval of, the Board but can be registered during the Registration Period(s) and, also during the closed period, subject to the following conditions:-

A Player cannot be registered on an Emergency Loan (or a Youth Loan)

- (a) During the period of seven days after the end of a Registration Period

- (b) In the first half of the Playing Season, after 5.00pm on the fourth Thursday in November and
- (c) In the second half of the Playing Season, after 5.00pm on the fourth Thursday in March
- (d) At any time, from a Club or club playing in a Division or Competition below the National Division and the Player or player does not qualify as being unemployed in accordance with Rule 6.3.2 at the time the preceding Transfer Window closed.

In all other aspects Emergency Loan Transfers will be administered in accordance with the regulations applying to Short Term Loan Transfers. The cumulative total number of days of all Short Term Loans and Emergency Loans of one Player to the same Club may not exceed 93 days.]

#### 6.6.5 Youth Loan Transfers

[Youth Loan Transfers apply to :-

- Scholars in their second or third (if that option is exercised) year of their Scholarship agreement, or
- Contract Players aged 20 or under on 1 July immediately preceding the Playing Season in question.

Where the Rules of the relevant League permit, unlimited Youth Loan Transfers shall be allowed to or from Clubs in membership of the Football Conference (National Division only), the Premier League and the Football League. Players may also be sent on Youth Loan to the Football Conference North and South Divisions.

Youth Loan Transfers are permitted during the Transfer Windows and during a closed period subject to the following provisions. A Youth Loan cannot be registered:-

- (a) Seven days after the closure of a Transfer Window
- (b) In the first half of the Playing Season, after 5.00pm on the fourth Thursday in November and
- (c) In the second half of the Playing Season, after 5.00pm on the fourth Thursday in March.

It shall be a condition of any Youth Loan involving a Scholar or a Contract Player to whom Football League Youth Rules apply that for the duration of the period of the Youth Loan the Player continues to fully comply with the programme of education in place for that Player.

A Player registered on a Youth Loan may, provided it is agreed between the two clubs and the Player, continue to train with and/or play for his loaning Club (or club) in any match other than matches played as part of the Premier League Competition, Football League Competition, Football League Cup, FA Cup or Football League Trophy (i.e. First Team matches.) Participation by the Player in First Team matches for the borrowing Club shall take precedence.

Any days on which the Player participates in a Reserve Team match and/or attends any training sessions for the loaning Club (or club) shall still count towards the period of the Youth Loan.

The minimum period of a Youth Loan shall be 28 days, thereafter a break clause may be included. Youth Loans cannot extend beyond the date of the Player's 21st birthday and/or the contract period with the parent club.

#### 6.7 CLUB LIST OF PLAYERS AND TRANSFER LIST

[Clubs shall furnish the Competition Secretary by 1st June with the following details:

- 6.7.1 a list of Contract Players whose agreements do not terminate at the end of the current season;
- 6.7.2 a list of contract Players in respect of whom the Club has exercised its option in accordance with Football Association Rule C1 (j);

- 6.7.3 a list of Contract Players in respect of whom the existing agreements do not include an option to renew but which the Club is desirous of offering further engagements, in accordance with Football Association Rule C1 (j);
- 6.7.4 a list of Contract Players in respect of whom the Club has exercised its option in accordance with Football Association Rule C1 (j) but whose registration the Club is prepared to transfer;
- 6.7.5 a list of Contract Players the Club has released;
- 6.7.6 a list of all Players whose registration the Club wishes to be cancelled;

Clubs shall also complete the standard Competition forms and return these by this date.

A Club relegated from the Football League Limited shall advise the Competition Secretary by 30th June the names of Players retained by that Club for the season, taking into consideration the contents of Football League Rule 53.]

## 6.8 SUBSTITUTE PLAYERS

A Club at its discretion may use three substitute Players at any time in a match. Substitution can only be made when play is stopped for any reason and the Referee has given permission. When a Club is making a substitution it shall use a Board to show the number of the Player to be substituted and the number of the substitute Player.

A maximum of [ ] SUBSTITUTES may be nominated and they must be included on the official Team Sheet handed to the Referee before the match in accordance with Rule 8.11.1. A substitute may not be used to replace a Player who has been suspended from the match by the Match Officials.

If a Player does not take part in the match for which he is a nominated substitute he shall be deemed as not having played for the Club in that match.

## 6.9 PLAYING AN INELIGIBLE PLAYER

Any Club found to have played an ineligible Player in a match shall have any points gained from that match deducted from its record and have levied upon it a fine. The Company may vary this decision in respect of the points gained only in circumstances where the ineligibility is due to the failure to obtain an International Transfer Certificate or where the ineligibility is related to the Player's status only.

The Board may also order that such match be replayed on such terms as are decided by the Board which may also levy penalty points against the Club in default.

## 6.10 FINANCIAL ARRANGEMENTS

- 6.10.1 Subject to clauses 6.10.2 to 6.10.7 and to the Rules and Regulations of The FA, a Club may negotiate a financial arrangement with its Players.
- 6.10.2 All Players under a written contract must be registered with the Competition and The FA.
- 6.10.3 All payments and benefits due and/or made to the Player must be shown in the contract.
- 6.10.4 All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.
- 6.10.5 All salaried payments (whether to Contract or Non-Contract Players) must be subject to PAYE and National Insurance.
- 6.10.6 All salary payments due on written Contracts must be stated gross, before PAYE and National Insurance deductions.
- 6.10.7 Any Players paid expenses should be reimbursed via an expense claim form. The club should retain all expense records in a format acceptable to the delete HM Revenue and Customs.

## 7. CLUB COLOURS

- 7.1 On or before a date specified by the Company each year, every Club shall notify the Competition Secretary, in writing, of details of their first choice colours for outfield players

and their goalkeeper (shirts, shorts and socks) and such details shall be printed in the Handbook published by the Company for the ensuing Playing Season.

The colours registered by each Club shall be worn during the following season when playing at home. Shirts must be numbered 1 to 11 and substitute shirts 12 to 16 (or 17 where 13 is excluded) or [in accordance with the Competition squad numbering provision] such that the numbers can be clearly identified by officials and spectators. Striped, hooped or otherwise patterned shirts shall have numbers affixed to contrasting patches or numbers in a contrasting colour with bold outline. No changes to the first choice colours or combination of colours shall be permitted without the consent of the Board.

- 7.2 When the registered colours of shirts shorts or socks of the outfield players and/or the goalkeeper of two competing Clubs are alike or similar the visiting Club shall change the relevant item to a colour which does not clash with the corresponding item of the home Club. Neck and cuff trim colours on shirts shall not be regarded as a basic colour for the purpose of this Rule.

Subject to the foregoing a Club may, if they wish, wear colours not registered with the Competition for away matches. It is the responsibility of the visiting Club, if they do not intend to play in their registered colours, to notify the home team and check that their colours will not clash.

- 7.3 The goalkeeper shall play in kit clearly distinguishable from the colours of the shirts worn by all other Players in the match and the Match Officials.

[The goalkeeper may not wear a black jersey or a predominantly black jersey in the Competition fixture.]

The goalkeeper may wear tracksuit trousers acceptable to the Match Referee.

- 7.4 No Club shall be permitted to register or play in shirts the colour of which is likely to cause confusion with the outfits worn by the Match Officials (i.e. black or dark blue).

- 7.5 The Players' shirts must be clearly numbered in accordance with the Team Sheet handed to the match referee before a match and there must be no change of numbers during the match except for a change of goalkeeper or if permitted by the match referee because of a blood injury.

- 7.6 The Captain shall wear a distinguishing armband [provided by the Competition] to indicate his status.

- 7.7 Both sleeves of the shirts of all Players in matches played under the jurisdiction of the Company shall carry a Competition logo as supplied by the Competition on an annual basis if so decided by the Board.

Shirt advertising must comply with FA Regulations.

- 7.8 The colours of clothing worn by ballboys/girls must not clash with the colours of either competing Club and the Match Officials.

## **8. PLAYING OF MATCHES.**

- 8.1 The Board shall fix the date on which the Playing Season shall commence.

- 8.2 All matches shall be played under the Rules and Regulations of The FA and in accordance with the Laws of the Game as determined by the International Football Association Board.

- 8.3 Clubs taking the field of play – For all matches under the jurisdiction of the Competition, Clubs shall be required to enter the field of play together, preceded by the Match Officials, not less than 5 (five) minutes before the advertised time of kick-off.

- 8.3.1 All matches shall be of ninety minutes duration. The half time interval in all matches shall not exceed fifteen minutes. Any match which is not of ninety minutes duration may be ordered to stand as a completed match or replayed for the full period of ninety minutes or be awarded to the Club not at fault, as the Board may decide, on such terms as the Board shall decide.

- 8.3.2 In the event that a match is abandoned before half time the Club playing at home will issue a voucher to each spectator valid for free admission if the match is ordered to be replayed. In the event that the match is abandoned during or after the half time interval the Club playing at home is not obliged to issue such a voucher.
- 8.3.3 In the event that a match is abandoned for reasons over which neither Club has control the Club playing at home shall retain the gate receipts for such uncompleted match and the Board shall determine the terms upon which any replayed match shall be played.
- 8.3.4 In the event of a match being abandoned due to the conduct of one Club or its members or supporters the Board has the power to order that the match is not replayed and to award either one or three points to the Club not at fault. It cannot levy a financial penalty due to the conduct of a Club.
- 8.3.5 In the event of the match being abandoned due to the conduct of both Clubs or their members or supporters no financial penalty can be applied by the Board to either Club and the Board shall determine whether the original match stands as a completed match or is replayed and, if replayed, the terms upon which the match is to be replayed.
- 8.3.6 In the event of a match having to be postponed and one Club is found to be at fault then opponents for that match shall be compensated by the Club at fault. In the case of a visiting Club where it has undertaken all or part of its journey then travelling expenses and meal allowances may be claimed based on the total mileage involved in the whole journey. In exceptional circumstances, expenses for overnight accommodation up to a maximum of 18 persons may be claimed and if the Clubs concerned are unable to agree the compensation the Board will have absolute discretion in the matter.
- 8.3.7 All claims for compensation by either Club in the case of either an abandoned match or a postponed match must be received by the League Secretary within 14 days of the date of the match to which the claim relates.
- 8.4 In the event of the match being postponed, not completed or abandoned, the home Club must immediately telephone [or facsimile] the Competition results service, the Competition Secretary and, in the case of a match postponement, the Appointing Authority, the visiting Club and the Match Officials. When a postponement occurs in any FA or County Cup competition, the home Club, if two Clubs are playing the tie, or the Club if the match involves a team outside of the Competition, must also follow this procedure.
- 8.5 Each Club must take every precaution to keep its ground in good playing condition and amenities (including floodlights) in good working order and complying with the Criteria Document throughout the Playing Season.
- 8.6 Where a match has been postponed for any reason, [the two Clubs concerned must agree within (.....) days of the postponement a new date (which shall, save in exceptional circumstances, be within 42 days of the original date) and in default the Board is empowered to order Clubs to play on a date it considers suitable.] [The Competition Secretary shall determine the new date.]
- Any Club without just cause failing to fulfil an engagement to play a Competition match on the appointed date shall for each offence be liable to expulsion from the Competition and/or such other disciplinary action the Board may determine, including the deduction of up to a maximum of three points from the offending Club's record, any expenses incurred by their opponents, and a fine.
- In the event of a Club being in breach of the previous paragraph of this Rule then the Board may award points to the Club not at fault as if the match had been played and the League table shall reflect the position as if the match had been played with the result awarded by the Board.
- 8.7 The postponement of matches due to ground conditions must be carried out in accordance with Rule 15.2.

- 8.8 All Clubs must have [a facsimile machine,] a mobile telephone and an email address operational at all times. These will be listed in the Competition Handbook unless a Club requests otherwise.
- 8.9 Each Club shall be prepared to kick-off at the scheduled time unless a satisfactory explanation is offered. Any Club commencing a Competition match with less than 11 Players may be subject to a fine. Each team participating in a match shall represent the full available strength of each competing Club.
- 8.10 When a Club obtains the consent of the Board to postpone a fixture because of an epidemic affecting the availability of their Players, that Club shall be liable to pay any direct expenses incurred, if any, to the opposing Club. The amount of claim will be at the discretion of the Board. Requests for the postponement of a match for any reason will not be considered more than forty-eight hours before the scheduled time of kick-off.
- Medical certificates for those Players affected, signed by the Players' own doctor, must be forwarded to the Competition Secretary within [fourteen days] of the postponement, along with a full list of contract and Non-Contract Players currently registered by the Club at the date of the match which was postponed, giving full reasons against each name for the Player's unavailability.
- 8.11.1 Each Club must hand the Team Sheet containing name(s) of Players taking part in a match (including the name(s) and number(s) of the nominated substitute(s) to the Referee and a representative of their opponents in the presence of the Referee at least forty five minutes before the scheduled time of kick-off. The Players' numbers (in accordance with Rule 7) and the colours of the playing strip must be clearly stated. Any Clubs in breach may be fined.
- 8.11.2 Any Club altering its team selection or numbering after Team Sheets have been exchanged may be fined. A Player who is named on the Team Sheet may be replaced without fine if he is injured warming up after exchange of the Team Sheet. Any subsequent changes must be notified to the referee and to a representative of the opponents before the actual kick-off.
- [The name of the Doctor or Medical Practitioner in attendance (in accordance with Rule 26) must be entered on the Team Sheet in the appropriate space provided.]
- 8.12.1 The home Club shall advise the visiting Club and the Match Officials of the date and time of kick-off of each match, to be received at least five days prior to the match and the visiting Club and the Match Officials must acknowledge receipt to be received at least three days before the match.
- 8.12.2 Where a match is re-arranged or cancelled after the officials have been appointed, it is the duty of the home Club to notify the officials of the cancellation of their appointments immediately. Clubs in default of this Rule may be subject to any action decided by the Board.
- 8.13 The standard kick-off times shall be as follows:
- Saturday matches* - 3.00 pm
- Midweek matches* - 7.45 pm [unless a Club notifies the Competition Secretary in writing before the commencement of each Playing Season to state that it wishes all its home midweek matches to kick off at ..... pm]. All agreed changes to time of kick-off to be notified to the Board immediately for confirmation.
- Clubs with ground sharing agreements must arrange for home matches to be played on Friday, Saturday or Sunday. If a clash of fixtures occurs with the sharing Club and for any reason a match is unable to be played on a Saturday, the match must be played on either the day before ie on Friday, or the day after ie on Sunday. If Clubs are unable to agree on the date then it will be played on the Sunday unless the Board decides otherwise. The decision of the Board shall be final and binding.

*Official bank holidays and Sundays* - [.....] unless agreed otherwise by the two Clubs and the Board; application shall be made to the Competition Secretary by both Clubs at least 21 days before the relevant date.

[All Competition midweek fixtures will be scheduled for Tuesday Evenings,.....pm Kick-Off.]

To re-schedule a midweek fixture for an evening other than [a Tuesday] [a Club's usual midweek night] will require written agreement of both Clubs and the Competition Secretary.

The Competition Secretary reserves the right to amend scheduled fixtures and kick-off times to meet television requirements as necessary. Notification will be provided by the Competition Secretary in writing to both Clubs for fixtures so rescheduled.

8.14 All matches shall be played on the home and away principle and the Board shall determine how the fixtures shall be arranged. Such fixtures shall take precedence over all competitions in which a Club may engage, with the exception of:

- The FA Challenge Cup/Welsh Cup.
- The FA Challenge Trophy/Vase Competition.
- The Senior Cup Competition for which the Club is eligible, of the Affiliated Association to which it was first affiliated (except Football Conference National Division).

Clubs playing in The FA of Wales Challenge Cup, or an Affiliated Association Cup Competition which allows the option to play the tie mid-week, must arrange the match to avoid interference with Saturday fixtures, providing the opposing club drawn at home has suitable floodlighting. This applies to ALL Clubs who play in a League competition which forms any part of the National League System of Football outside the Football League.

[Scheduled Saturday fixtures must not be re-arranged without permission of the Competition Secretary. This excludes FA Cup, FA Trophy and FA Vase matches. Clubs may be ordered to re-arrange outstanding matches, at the discretion of the Board, and where necessary their prospective opponents instructed accordingly. Clubs with open dates on Saturdays may be instructed to play any outstanding Competition fixture on such date. A minimum of days' notice will be given in respect of any such re-arrangement.]

8.15 A Club may not enter its first team in any outside competition, other than those listed in Rule 8.14, without the prior permission of the Board. The Competition Secretary must be informed of all fixtures, postponements and results of all matches played in any other competition.

8.16 The Board shall determine the policy of the Competition for the issuing of match day passes.

8.17 The Board may change any Competition fixtures during the season to suit the overall interests of the Competition and shall have the power to decide whether a ground is suitable for Competition matches and to order a Club whose ground is deemed unsuitable to play its home matches at an alternative suitable ground.

8.18 [.....] weeks' notice is required from Clubs wishing to re-arrange a Saturday match to Friday evening or Sunday. A request made in less than this period of time will only be considered by the Board in exceptional circumstances and granted at their sole discretion.

8.19 All Competition matches shall be arranged as soon as practicable. The copyright in all lists of arrangements of such fixtures shall be vested in the Company.

8.20 The home Club shall be responsible for notifying the Competition immediately following the conclusion of each home Competition match the result of that match together with the attendance, the times of all goals scored in the match and the scorer of each goal. In any FA or AFFILIATED ASSOCIATION Competition the home Club if two Clubs are playing the tie, or the Club if the match involves a team outside of the Competition, must also follow this procedure.

- 8.21 The home Club is responsible for publishing a full match programme acceptable to the Board for each of its Competition matches. A Team Sheet will not be considered sufficient to comply with this Rule.

The visiting Club must send in writing to the home Club details of the proposed team they plan to field together with their Club history and up-to-date pen pictures of their current Players registered with the Competition for the season [and the latest team photograph] at least five days before the scheduled date of the match between the two Clubs.

The home Club programme must include the details sent by the visiting Club in the match day programme [and a copy of each match day programme shall be sent by the home Club to the Competition Secretary within 3 days of the match with the relevant match report form unless advised of an alternative arrangement by the Competition Secretary.]

Clubs will be responsible for all comments in their match day programme in respect of the Competition, the Company or other member Clubs, notwithstanding any disclaimers to the contrary. No part of a Club's programme issued for a match in any competition shall, in the opinion of the Board, bring the Competition or the Company into disrepute.

All Clubs will be responsible for their official website or similar computer related information system, which is within the public domain. Nothing shall be included on the website which in the opinion of the Board brings the Competition or the Company into disrepute.

- 8.22.1 In all Competition Matches, the number of Clubs Players and officials seated on the team benches, in the designated technical area, must not exceed 11 unless the team bench facility provides more than 11 individual seats.

- 8.22.2 Only one person at a time has the authority to convey tactical instructions to the Players during the match from within the technical area.

- 8.22.3 All team officials and substitutes seated on the bench shall be listed on the official Team Sheet when it is submitted to the Match Officials. Only those persons listed on the official Team Sheet shall be permitted in the technical area.

- 8.22.4 The occupants of the technical area must behave in a responsible manner at all times. Misconduct by occupants of this area will be reported by the Referee to The FA, who shall have the power to impose sanctions as deemed fit.

- 8.22.5 With the exception of the team manager, the team coach and any substitutes who are warming up or warming down, all other personnel are to remain seated on the trainer's bench. The team manager or team coach is allowed to move to the edge of the technical area to issue instructions to his team.

- 8.22.6 [All occupants of the technical area must wear the corporate bench kit supplied to each Member Club. Failure to wear the bench kit will result in a fine. The only exception would be the Team manager who will be allowed to wear suits and overcoats not displaying any sponsorship logos.]

- 8.23 Match Videos.

[A National Division Home Club in all League and League Cup Matches played under the jurisdiction of The Competition shall film the game in its entirety with an uninterrupted view and provide to the visiting Club, the Match Referee (or Assessor), a DVD recording of the match as soon as reasonably practicable following the end of the Match, but in any event on the day of the Match. The Away Club shall not be permitted to duplicate any footage of such DVD for financial gain without first obtaining the written permission of the providing Club and the Competition.]

## 9. PLAYERS' AGENTS

- 9.1 A Players' Agent cannot have an involvement in any Club in an official capacity (as defined by the Board) nor may he hold office with the Competition.



9.2 All Clubs must comply with The FA Regulations concerning Players' Agents.

#### 10. FINANCIAL RECORDS

10.1 All Clubs shall keep their accounting records for recording the fact and nature of all receipts and payments so as to disclose with reasonable accuracy, at any time, the financial position including the assets and liabilities of the Club.

10.2 The home Club shall retain all gate receipts. Where a match is declared all ticket the Away [visiting] Club shall be entitled to 10% of the total number of tickets available or a minimum of 600, whichever is the greater, subject to any stipulation by the relevant safety authority affecting these figures.

Clubs must ensure that all gate receipts are fully and properly recorded and accounted for in the accounting records of the club.

Clubs should have a system in operation for home games that enables them to accurately report on the following:

- A record of all tickets sold in advance
- A reconciliation of cash received by category of entrant through each turnstile
- The number of entrants through each turnstile
- A schedule of the numbers admitted to parts of the stadium that do not pass through a turnstile
- A list of complimentary tickets authorised

This documentation should be reconciled to the overall takings and declared attendance for each home game.

#### NEXT SECTION IS FOR FOOTBALL CONFERENCE ONLY

10.3 Sale of tickets for away supporters - Clubs are required to sell tickets for their away matches if required to do so by the Home Club and Home Clubs are required to supply tickets for their home matches to the Away Club for sale by the Away Club to its supporters if so requested by the Away Club. These tickets are to be made available on a sale or return basis and must be ordered by the Away Club at least five weeks before the Competition match to which they relate. The Home Club must deliver those tickets to the Away Club at the latest four weeks before the Competition match to which they relate. Where any match is arranged at shorter notice the above steps shall be taken as soon as is reasonably practicable. Visiting supporters should also have the same opportunity to take advantage of pre-booking discounts that apply to home supporters.

For League matches only the Away Club shall be entitled to a commission representing five (5) per cent of the aggregate sales (exclusive of VAT) of tickets sold on behalf of the Home Club, unless otherwise agreed between the Clubs. The Away Club shall submit a VAT invoice, in respect of the commission due, to the Home Club within five working days of the match taking place.

The Away Club may charge a booking fee of transaction charge to the customer providing this is exactly the same in every respect as that which it charges for tickets to its own home matches.

Unless otherwise agreed between the Clubs unsold tickets must be returned, and received by the Home Club, no later than 48 hours prior to the date of the match. Payments for tickets sold by an Away Club must be made to the Home Club within five working days of the date of the match taking place. Any Club making late payment shall:-

- Pay interest to the Home Club at the rate of 5 (five) per cent per annum over Barclays Bank base rate in force from time to time calculated on a daily basis, on the outstanding sum from the due date to the actual date of payment to the Home Club, and
- Forfeit its entitlement to the 5 (five) per cent commission detailed above.

- 10.4 For Competition league matches only, the travelling expenses of match officials shall be pooled, each Club rendering on the match report details of all payments made.  
The Company shall, at the conclusion of the season, divide the total cost of officials in each division by the total number of Clubs in that division and where the total payment made by the Club is less than the equal share of the pool, the Club shall pay the difference within 14 days of the date of posting of the written notification to the Club.  
Where the sum paid by the Club is more than the equal share of the pool, the Club will be reimbursed from the pool of monies received from all the other Clubs.
- 10.5 In the event of a transfer of a player where a consideration is agreed, the consideration can only be paid between the two clubs (the transferor and transferee clubs).  
The full name of each contracting club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both clubs.
- 10.6 Any Club temporarily transferring a player's registration to another club should invoice the receiving club in accordance with the terms of the loan agreement. The player concerned should remain on the payroll of the Club holding his permanent registration for the period of the loan.
- 10.7 All loans extended to a Club must be documented in full in the accounting records of the Club. Documentation supporting each loan must be retained and should include the following information:
- The value of the loan.
  - The length of the loan.
  - The interest rate charged, and whether this is fixed or variable.
  - Repayment terms.
  - The full names of the individual or corporate body extending the loan.
  - The terms in the event of a default on the loan.
- The document should be signed by two directors, Officers or Executive Committee Members who are independent of the party extending the loan.
- 10.8 Within nine months of its accounting reference date, each Club shall submit to the Company a copy of its full financial statements as presented to its members/shareholders with confirmation that the accounts have been approved at a duly convened general meeting.

#### **ALL OTHER LEAGUES RESUME HERE**

- 10.3 For Competition league matches only, the travelling expenses of match officials shall be pooled, each Club rendering on the match report details of all payments made. The Company shall, at the conclusion of the season, divide the total cost of officials in each division by the total number of Clubs in that division and where the total payment made by the Club is less than the equal share of the pool, the Club shall pay the difference within 14 days of the date of posting of the written notification to the Club. Where the sum paid by the Club is more than the equal share of the pool, the Club will be reimbursed from the pool of monies received from all the other Clubs.
- 10.4 In the event of a transfer of a Player where a consideration is agreed, the consideration can only be paid between the two clubs (the transferor and transferee clubs).  
The full name of each contracting club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both clubs.
- 10.5 Any Club temporarily transferring a Player's registration to another club should invoice the receiving club in accordance with the terms of the loan agreement. The Player concerned should remain on the payroll of the Club holding his permanent registration for the period of the loan.

- 10.6 All loans extended to a Club must be documented in full in the accounting records of the Club.

Documentation supporting each loan must be retained and should include the following information:

- The value of the loan
- The length of the loan
- The interest rate charged, and whether this is fixed or variable
- Repayment terms
- The full names of the individual or corporate body extending the loan
- The terms in the event of a default on the loan

The document should be signed by two directors, Officers or Executive Committee Members who are independent of the party extending the loan.

- 10.7 Within nine months of its accounting reference date, each Club shall submit to the Company a copy of its full financial statements as presented to its members/shareholders with confirmation that the accounts have been approved at a duly convened general meeting.

## 11. FOOTBALL CREDITORS

Where a Club defaults in making any payments to any Football Creditor, the Club shall be subject to such penalty as the Board may decide.

## 12. RESULT/REPORT FORMS

Each Club shall submit the fully completed copy of the appropriate match result forms by first class post (in an envelope showing a postmark within 3 days of the match), [facsimile,] or email to the Appointing Authority and the Competition. When a Club considers that the Referee has discharged his duties incompetently and awards a mark of [.....] or less, a detailed report must be sent to the Appointing Authority within three days of the match by first class post. Clubs in default of any provision of the Rule will be subject to a fine for each offence.

## 13. CHAMPION, RELEGATION

- 13.1 Three points will be awarded for a win at home or away and one point for a drawn match at home or away.

- 13.2 At the end of the Playing Season of each competition a table will be compiled showing the playing record of each Club in each division of the Competition. The playing record of each Club must include any points deduction made by the Competition or by the FA and in any situation where points per game are calculated the calculation will be made after taking into account the deduction of any such points.

The position of each Club in the table so compiled shall be determined in order with the Club being awarded the highest number of points being first and the Club being awarded the second highest number of points being placed second and so on. In the event of two or more clubs being awarded the same number of points the highest placed Club shall be decided as follows:

- 13.2.1 Goal difference – The goals scored against by each Club shall be deducted from the goals scored by that Club and the largest positive and smallest negative difference shall be placed the highest.

- 13.2.2 In the event of the goal difference being equal the highest placed Club shall be the Club which has scored the most goals;

- 13.2.3 In the event that two or more Clubs have the same goal difference and have scored the same number of goals then the highest placed Club shall be the Club which has won the most matches.

- 13.2.4 In the event of the two Clubs still being equal the Club which has the better playing record against the other Club in their head to head Competition matches during the Season will be the highest placed Club.
- 13.2.5 If the records of two or more Clubs are still equal and it is necessary for any reason to determine the position of each then the Clubs concerned shall play off a deciding match or matches on a neutral ground or grounds with the net gate money after deducting the usual matches expenses being divided equally between the two completing Clubs.
- 13.3 Promotion, relegation and lateral movement of Clubs shall be in accordance with the principles established by the Leagues Committee of The FA.
- 13.4 [each League to insert provision for promotion and relegation not covered by NLSC]
- 13.5 If no Clubs are eligible or wish promotion, the number of Clubs to be relegated will be reduced.
- 13.6 In the event of a Club, not being placed in a relegation position at the end of the season, wishing to resign from the Competition at the end of the season, or having been removed from membership under the Articles the number of Clubs to be relegated shall be reduced accordingly.
- 13.7 In the event of a Club opting to be relegated or being removed from membership under the Articles such Club or Clubs will replace the Club or Clubs otherwise due for relegation in accordance with Regulation 5.4 in the Regulations for the Establishment and Operation of the National League System.
- 13.8 If any Club ceases to operate between the annual general meeting of the Company and the commencement of the following Playing Season, no adjustments to the number of Clubs participating in the Competition will be made. The remaining Clubs will participate in the Competition for that season.
- 13.9 A Club which for any reason ceases to operate at any time during the Playing Season may have its playing record expunged, and any monies due to them from the Company shall be forfeited. From the date of the withdrawal no further payment shall become due to them. From the date of the withdrawal, that Club shall cease to be a member of the Company.

#### **14. INSOLVENCY PROVISIONS**

##### **14.A. SPORTING SANCTIONS**

- 14.A.1 If an Insolvency Event shall occur in relation to any Club that Club shall be deducted 10 (ten) points. The deduction shall be made forthwith on the happening of the first Insolvency Event.
- 14.A.2 Where a Club takes or suffers an Insolvency Event:-
- 14.A.2.1 during the Playing Season but prior to 5:00 p.m. on the fourth Thursday in March, the points deduction shall apply immediately;
- 14.A.2.2 during the Playing Season but after 5:00 p.m. on the fourth Thursday in March then Rule 14.3 shall apply; and
- 14.A.2.3 outside the Normal Playing Season, the points deduction shall apply in respect of the following Season such that the Club starts that Season on minus 10 points (including a Club or Clubs Relegated from the [.....] League, where such Club shall be subject to Rule 14 of the [.....] League Rules or where it has been necessary under the National League System Regulations for a Club or Clubs to be moved from one league to another and such Club would have been subject to Rule 14).
- 14.A.3 Where the circumstances set out in Rule 14.2.2 apply and at the end of that Playing Season, having regard to the number of Competition points awarded (ignoring any potential deduction):-

- (a) the Club would be relegated in accordance with The [.....] League Rules, the points deduction will apply in the next following Season; or
- (b) the Club would not be relegated as aforesaid, the points deduction will apply in that Playing Season and [.....] League Rules will then apply (if appropriate) following the imposition of the points deduction.
- 14.A.4 For the purposes of this Rule 14
- a) where any Insolvency Event is taken or suffered other than on a Business Day (as defined by the Insolvency Rules 1986 as amended from time to time) then for the purposes of determining the timing of any points deduction only the action taken or suffered will be deemed to have been taken or suffered on the immediately preceding Business Day; and
- b) if a Company Voluntary Arrangement is approved, then approval of that Company Voluntary Arrangement shall be deemed to have been given at the date of the first meeting of creditors called to consider that Company Voluntary Arrangement, and not the date of any adjourned meeting of the creditors or the meeting of shareholders.
- 14.A.5 For the avoidance of doubt, where a Club is subject to more than one Insolvency Event (for example Administration followed by a Company Voluntary Arrangement), the Club shall only be deducted one set of 10 points, such deduction to apply with effect from the first Insolvency Event.
- 14.A.6 The Competition shall serve the Club with written notice of the points deduction (the 'Notice').
- 14.A.7 A Club may appeal against such a points deduction. Any such appeal will be conducted in accordance with the Regulations for Football Association Appeals, save that the following paragraphs of those Regulations will not apply – 1.2, 1.4, 1.5, 3.3 and 3.5. In place of those Regulations, the following Rules 14.A.8 to 14.A.12 will apply.
- 14.A.8 The Notice of Appeal shall be lodged with the FA within 7 days of the date of the Notice.
- 14.A.9 A Club may appeal against an automatic deduction of points solely on the ground that the insolvency proceedings arose solely as a result of a Force Majeure event (the 'Appeal'). For the purposes of this Rule 14, a 'Force Majeure' event shall be an event that, having regard to all of the circumstances, is reasonably considered to have been unforeseeable and unavoidable.
- 14.A.10 The Appeal Board shall have the power to:-
- 14.A.10.1 Confirm the deduction of ten points; or
- 14.A.10.2 Set aside the deduction of ten points and substitute a deduction of such lower number of points as it shall deem appropriate; or
- 14.A.10.3 Order that there shall be no sanction at all.
- 14.A.11 The decision of the Appeal Board shall be final and binding. Any costs incurred by any party in appeal proceedings brought before the Appeal Board shall be met by the Club in any event and shall be considered as a sum due to the Company.
- 14.A.12 Any sanctions imposed pursuant to these provisions shall not be taken into account in respect of any other sanctions, penalties or fines that may be imposed by the Competition in respect of any breaches of its Rules, Regulations or Articles of Association by the Club.
- 14.B. GENERAL INSOLVENCY**
- 14.B.1 In the event of a Club entering an Insolvency Event between the end of the AGM and start of the AGM immediately following thereafter ('the next AGM') then it shall automatically be relegated by one Step at the next AGM, unless one of the following requirements has been met, namely:

- (i) Prior to the next AGM it has Paid in Full all its creditors (including but not limited to Football Creditors); or
- (ii) Prior to the next AGM it has Paid in Full its Football Creditors and entered a CVA to have Paid in Full its other creditors over an agreed period not extending more than three years following the date of the approval of the CVA.

This sanction shall apply in addition to any Club being relegated pursuant to its playing record in the same period namely that in the event of the Club having already been relegated by one Step it shall be relegated two Steps.

This provision is subject to Rule 2.9.1 in respect of Clubs which have transferred their membership pursuant to an Insolvency Event and in that case where there is any conflict between any provision of Clause 14 and Rule 2.9.1 then this Clause 14 shall prevail.

14.B.2 A Club shall not be eligible for promotion or to compete in the Play Offs at the end of a Playing Season if at 5pm on the date on which the last scheduled League fixture is due to be played that Club:

- (i) has entered an Insolvency Event between the date of the AGM and 5pm on the date on which the last scheduled League fixture is played and has not Paid in Full all its creditors to which the Insolvency Event applies (including but not limited to Football Creditors) or Paid in Full all its Football Creditors and entered a CVA to have Paid in Full all other creditors over an agreed period not extending more than three years following the date of approval of the CVA; or
- (ii) has not complied with the terms of a CVA by which it is bound or is to seek to extend the period of the CVA.

14.B.3 The sanctions contained herein shall be in addition to and not in substitution for any other sanctions contained within the Rules and, in particular, the sanctions set out in rule 14.A. For the avoidance of doubt, where a Club is subject to more than one connected Insolvency Event, for example Administration followed by a Company Voluntary Arrangement, any sanction applied to it in accordance with Rule 14.B.1 shall be applied in one Playing Season only except as provided for in Rule 14.B.1

#### COMPLIANCE WITH/EXTENSION OF CVA'S

14.B.4 Any Club must inform the Competition in writing (and provide supporting evidence) within seven (7) days of the Club:

- (i) making a payment under the terms of a CVA and provide evidence of that payment;
- (ii) becoming aware of any failure to comply with the terms of any CVA entered into by it (including the failure to make a payment by the due date) or
- (iii) making an application to extend or vary the terms of the CVA entered into by it and provide a copy of the application.

In the event of any Club

- failing to comply with the terms of any CVA entered into by it (whether securing Payment in Full of all of its creditors or not) including the failure to make a payment by the due date; and/or
- making a successful application to vary the terms of the CVA or to extend the period of any CVA for a period extending more than three years following the date of the approval of the CVA; and/or
- failing to inform the Competition of (i), (ii) or (iii) of the above events in writing within seven (7) days as required under this Rule 14.B.4

then the Board shall have the power to impose such sanction as it deems appropriate, including, but without limitation, the expulsion of that Club, the relegation of that Club, the deduction of points and the embargo of player registrations.

14.B.5 Where a Club has transferred its membership under Rule 2.9.2. the provisions of Rule 14.B in relation to a CVA shall be applied to the former entity that was subject to the Insolvency Event and/or the new entity.

14.B.6 FOOTBALL CONFERENCE ONLY (14.B.4)

Clubs Relegated from the Football League

14.B.6 In the event of any Club entering the Competition from the Football League whilst subject to any Insolvency Event, then that Club shall be eligible for membership of the Competition and the provisions of Clause 14.B.1 will not apply to it until the date of the second AGM following its entry into the Competition.

**15. MATCH OFFICIALS**

15.1 Match Officials for all Competition matches shall be appointed by the Appointing Authority.

15.2 No Club shall postpone a Competition match on account of the apparent state of the ground. In the event that such circumstances prevail, Clubs should comply with procedures provided for in the document published by The FA "Recommended procedure for the guidance of Clubs and Referees in determining the suitability of grounds in adverse weather conditions". Should the ground be declared unfit it is the responsibility of the home Club to immediately advise the Competition, the Appointing Authority, the visiting Club and the Match Officials.

15.3 In the event of any of the Match Officials appointed for a match not being in attendance at the match or becoming unable to complete the match it shall be completed under the control of the remaining Match Officials unless the competing Clubs are able to agree upon a substitute who is acceptable to the Match Referee; should the appointed Match Referee fail to appear then the senior Assistant Referee must take charge. Any substitute agreed for a match shall be considered a Match Official for the purposes of that match.

In the event that a Club causes a match to be abandoned in relation to the operation of this Rule then that Club shall be charged with failing to fulfil a fixture (Rule 8.6 refers).

15.4 Match Officials should be present at the appointment at least [.....] minutes prior to the scheduled time of kick-off. The appointed Referee may be required to visit the ground earlier if requested to do so by the home Club.

15.5 In cases where it is found necessary to stop play owing to the weather or other cause, the Referee must wait a reasonable length of time before deciding on abandonment.

15.6 Referees must report on the relevant form all cases where teams commence a match late or without eleven Players on the field of play. Referees must also report their own or any assistant referees' late arrival in any matches, and notify those concerned at the time of their intention. Assistant referees must also send an explanation of their late arrival to the Appointing Authority in writing by first class post within 3 days of the match.

15.7 The home Club will be responsible for paying the Match Officials the fees and match expenses set by the Appointing Authority on the day of the match in their dressing room, within a reasonable time after the conclusion of the match (including matches abandoned for any reason). In the case of a postponed match, whether or not gate money is taken, any Match Official who has travelled to the match will be entitled to claim travelling expenses and half their match fee from the home Club. Where provided by the home Club, each Match Official must complete and submit a claim form for expenses.

15.8 The home Club shall be responsible for providing Assistant Referees with distinctive flags of a suitable size in an acceptable condition.

15.9 Three match balls proposed to be used in the match and, if applicable, supplied by the Company under a ball sponsorship agreement must be submitted to and approved by the Referee before the commencement of the match in his/her dressing room.

It is the responsibility of the Club playing at home in each match played under the jurisdiction of the Competition to provide match balls in accordance with any match ball agreement signed by the Company.

- 15.10 [The home Club shall supply to the visiting Club a minimum of three practice balls for use prior to the start of the match. The balls provided must be in good condition and, if applicable, as supplied by the Competition under a ball sponsorship agreement.]
- 15.11 Referees must report all breaches of Rule to the Competition Secretary in writing within three days of the match on the appropriate form by first class post.

## 16. WITHDRAWAL OF CLUBS

A Club must notify the Company not later than 31st March each year of its intention to withdraw from the Competition at the end of that Playing Season. Failure to do so will make a Club liable to a fine.

This Rule shall not operate so as to preclude promotion, relegation or lateral movement of any Club to another competition in accordance with Rule 13.

## 17. PROTESTS, APPEALS

- 17.1 All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Board, or a sub-committee duly appointed by the Board. The Clubs or Players protesting, appealing, claiming or complaining must send two copies of such protest, appeal, claim or complaint and deposit a fee which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Board.
- 17.2 All such protests claims complaints and appeals must be received in writing by the Competition Secretary within fourteen days of the event or decision causing any of these to be submitted.
- 17.3 The Board shall also have power to compel any party to the protest to pay such expenses as the Board shall direct.
- 17.4 Any appeal against a decision of the Board must be lodged with The FA within fourteen days of the posting of the written notification of the decision causing the appeal, accompanied by a fee which may be forfeited in the event of the appeal not being upheld. A copy of the appeal must also be sent to the Competition Secretary.
- All appeals to The FA must be lodged in accordance with the appeals procedure detailed in the Appendix to these Rules or that in force at any one time.
- 17.5 A Club, on giving fourteen days' notice to a Player to terminate his Player's contract, must state in the notice his right of appeal to the Board and also the address of the Competition Secretary to whom he must appeal. The notice must advise the Player of the necessity of forwarding two copies of his appeal with the deposit fee specified in the Fees Tariff, to the Competition Secretary within seven days of the receipt of the notice from the Club. A copy of such notice must be received by the Competition Secretary within seven days of the sending of the notice in order to be valid.
- 17.6 A Player on giving fourteen days' notice to his Club to terminate his Player's contract must also notify the Company and The FA of the reasons for the termination of the agreement. . A copy of such notice must be received by the Competition Secretary within seven days of the sending of the notice in order to be valid.
- 17.7 If the recipient of a notice referred to in Rules 17.5 and 17.6 above wishes to do so, he may appeal against the relevant notice within seven days of the date of sending of the notice in writing in duplicate to the Competition Secretary with an appeal fee.
- 17.8 The Club or the Player as the case may be shall have further right of appeal as set out in Rule 17.4 above.



17.9. An appeal by a contract Player against a fine or suspension imposed by his Club under Football Association Rule C1m must be made within seven days to the Competition Secretary.

17.10 If so requested the Board may arbitrate on any disputes, protests, appeals, claims or complaints between two member Clubs in which event both Clubs shall send a non-returnable fee. Such arbitration shall be final and binding upon the parties to the arbitration.

## 18. MISCONDUCT OF CLUBS, OFFICERS, PLAYERS

(a) Undertakings to be given by Club Employees

All Clubs must incorporate in any contracts of employment with their employees, including Player, an undertaking on the part of the employee not to bring The Competition or any Club into disrepute and an undertaking on the part of the employee not knowingly to do anything or omit to do anything which will cause the Club to be in breach of the Laws of the Game, the Rules of The Football Association or the Rules of The Football Conference.

Without prejudice to the generality of this rule, all Clubs must ensure they, and where appropriate any Officers of the Club, comply with the obligations of The Football Association's Owners' and Directors' Test.

(b) Misconduct in pre-arranging the result of matches.

Any Club, Official or Player offering or receiving a payment or any form of inducement to or from any Club or the Official or Player of any Club; or any Club, Official or Player receiving or seeking to receive any payment or other form of inducement from any other person or organisation to win, lose, or draw a Match under the jurisdiction of the Football Conference or in which the Club participates by reason of membership of the Football Conference shall be deemed guilty of misconduct.

(c) Any person charged and found guilty of bringing the Competition into disrepute and any Club, Officer or Member charged and found guilty of misconduct as defined by the Board or of inducing or attempting to induce a player of another Club to join his own Club shall be liable to such penalty as the Board shall deem appropriate.

## 19. TROPHY

The Company shall present to the Winners and Runners Up of all divisions in the Competition [...] souvenirs, [...] for the Players, [...] for the secretary, team manager and [...] for assistant and coaching staff.] Additional souvenirs cannot be presented except by consent of the Board, and then at the expense of the requesting Club.

In addition, a Competition championship trophy and runners-up trophy will be presented as and when the Board determine.

The Clubs concerned will also receive a permanent souvenir.

The trophies are the property of the Company and may never be won outright.

The recipient Club shall be responsible for engraving their details on the trophy before returning same.

The following agreement shall be signed on behalf of the winners of the trophies:

"We, A.B. the ..... of ..... Football Club, C.D. and E.F members of and representing the said Club, having been declared winners of the [...] Trophy and the same having been delivered to us by the said Competition, do hereby on behalf of the said Club, jointly and severally agree to return the same to the Competition Secretary, on or before 1st March next in good order and condition, suitably inscribed, in accordance with the Rules of the Competition and if the said Trophy is lost or damaged

whilst under our care, we agree to refund to the Competition the amount of its current value or the cost of its thorough repair.”

Any Club not returning the Competition trophy by the due date, returning them in poor condition or without being engraved will be fined .

## 20. ALTERATIONS TO RULES

No alteration to the Rules shall be made until they have been approved by The FA. Alterations to Rules shall only be made by special resolution passed at a general meeting of the Company[in accordance with article [.....] of the Articles of Association of the Company].

Proposals for alterations to Rules, together with the name of their proposers and seconders, shall be received by the [League] [Company] Secretary not later than 31st January prior to the date fixed for the annual general meeting of the Company in each year or not later than eight weeks before the holding of an extraordinary general meeting called for the purpose of amending the Rules.

## 21. ADMISSION CHARGES

The minimum charge for admission to all matches shall be determined from time to time by the Board.

Admission charges, excluding home Club concessions as appropriate, must be the same for home and visiting supporters at Competition matches.

Clubs may, with the written permission of the Board, have a maximum of three promotional days each Playing Season during which they can vary admission charges for adults including allowing free admission.

## 22. LONG SERVICE

22.1 The Board shall be empowered to grant a long service award for 21 years' service with a member Club, providing such an award has not already been made by any other competition.

22.2 [Clubs may enter into agreement with Players after five years continuous service providing for a testimonial. Players shall be qualified for a second testimonial after a further five years continuous service. If a Player is eligible for and entitled to a testimonial, his Club may grant him a monetary consideration, sanctioned by the Board of Directors, in lieu of such testimonial.]

## 23. CENTENARY AWARDS

A Club celebrating its centenary whilst in membership of the Competition shall be presented with a commemorative award by the Board.

## 24. PLAYING SURFACES

Steps 1 and 2

Competition matches shall NOT be played on any synthetic or artificial grass surfaces without the prior written approval of the Board.

Steps 3 to 6

Football Turf Pitches (3G) are allowed in this Competition providing they meet the FIFA 1 Star/IATS performance standards and are listed on the FA's Register of Football Turf Pitches. To meet the criteria a Football Turf Pitch must pass a test annually for FA Competitions and at Steps 3-6 as defined in the FIFA Quality Concept for Football Turf. On receipt of the pass certificate The FA will add the pitch to the Register. The home club is also responsible for advising participants of footwear requirements when confirming match arrangements in accordance with Rule 8.12.1.

Clubs must register their pitch dimensions with the Competition prior to the start of each season. It will be misconduct on the part of a Club to alter its pitch dimensions during a season unless with prior written consent of the Board. The Board may at any time require a Club, at its own cost, to submit a report from a qualified independent source certifying the pitch dimensions.

The Board may require a Club to take such steps as the Board shall specify if they are not satisfied that an adequate standard of pitch is being maintained, including but not limited to the Board commissioning an independent report on the state of the pitch. The cost of the independent report to be borne by the Club concerned.

## 25. INSURANCE

### 25.1 PLAYERS

All Clubs shall be members of a Players personal accident insurance scheme. [The policy cover shall be at least equal to the minimum recommended cover determined from time to time by the Board.]

[Each Club shall submit to the Board a copy of the insurance policy document together with the last premium payment receipt fourteen days prior to the start of the Playing Season.]

### 25.2 PUBLIC LIABILITY

All Clubs must have Public Liability cover of at least ten million pounds (£10,000,000).

Each Club shall submit to the Board a copy of the insurance policy document together with the last premium payment receipt fourteen days prior to the start of the Playing Season.

## 26. MEDICAL PERSONNEL

[The home Club must have a qualified medical practitioner in attendance throughout the match. The HOME doctor to visit both the home and away teams' dressing rooms before leaving the ground. The name of the doctor present at the match must be entered on the Team Sheet. Failure by any Club to meet this requirement may result in a fine being imposed at the discretion of the Board.

Each team should either have a Therapist who is Chartered, or be a registered member of the Health Professions Council, or be a Certified Therapist who has passed The Football Association's Diploma Course, or an equivalent qualification, in the Treatment and Management of Injuries Course, in attendance throughout matches, to attend to injured Players on the field of play and in the dressing room(s). Away Clubs should be accompanied by a Therapist as stated above, for the same purpose.

[All Clubs shall have a therapist present throughout each Competition Match who has passed as a minimum The FA Intermediate Treatment of Injury" course (or its equivalent) and who holds a valid first aid certificate.]

Clubs shall ensure their medical practitioner or physiotherapist or equivalent keeps detailed up-to-date medical records for all Contract Players in the form and in accordance with the requirements and guidelines published by the Football Association from time to time.

When a Player's registration is about to be transferred the Transferor Club must make such records available to the medical practitioner or physiotherapist of the Transferee Club. This procedure shall also apply to all Players whose registrations are temporarily transferred under the provisions for Long, Short, Emergency and Youth Loans.

### NEXT SECTION IS FOR FOOTBALL CONFERENCE ONLY

## 26. MEDICAL PERSONNEL

- (a) Conference National - The home Club must have a qualified medical practitioner in attendance throughout the match. The HOME doctor to visit both the home and away teams' dressing rooms before leaving the ground. The name of the doctor

present at the match must be entered on the team sheet. Failure by any Club to meet this requirement may result in a fine being imposed at the discretion of the Board.

- (b) All Clubs - Each team should either have a Therapist who is Chartered, or be a registered member of the Health Professions Council, or be a Certified Therapist who has passed The Football Association's Diploma Course, or an equivalent qualification, in the Treatment and Management of Injuries Course, in attendance throughout matches, to attend to injured players on the field of play and in the dressing room(s).

Away Clubs should be accompanied by a Therapist as stated above, for the same purpose.

- (c) Medical Records for Contract Players.

Clubs shall ensure their medical practitioner or physiotherapist or equivalent keeps detailed up-to-date medical records for all Contract Players in the form and in accordance with the requirements and guidelines published by the Football Association from time to time.

When a Player's registration is about to be transferred the Transferor Club must make such records available to the medical practitioner or physiotherapist of the Transferee Club. This procedure shall also apply to all Players whose registrations are temporarily transferred under the provisions for Long, Short, Emergency and Youth Loans.

- (d) Crowd Doctors.

Where necessary, any Doctors employed as Crowd Doctors must have successfully undertaken:-

- the 2 day FA Course in Immediate Medical Care or pre-Hospital Care;
- the Diploma in Immediate Medical Care: or
- an equivalent.

## ALL LEAGUES RESUME

### 27. PLAYER TRANSFERS BETWEEN CLUBS

When Players are transferred (Contract, Non-Contract, Scholars or loan on temporary transfer) between member Clubs (or between member Clubs and clubs) it is the responsibility of each Club to ensure that the Competition receives copies of all relevant documents pertaining to the transfer including full details of any payment schedules agreed in writing or otherwise between the two Clubs. Should a Club fail to meet the payment schedules lodged with the Competition on receipt of notification an embargo on further Players registrations will be placed upon the defaulting Club together with a 1% levy per day on the outstanding payments as detailed in the [ ..... ]

### 28. PROVISION FOR MEMBERSHIP FORM TO BE SIGNED BY EACH CLUB EACH PLAYING SEASON

### 29. PROVISION FOR FULL & ASSOCIATE MEMBERS

### 30. PROMOTION AGREEMENTS

### 31. GENERAL MEETINGS

### 32. MANAGEMENT COMMITTEE

### 33. COMPETITION OFFICERS

34. Each Club shall at all times comply with all reasonable requests by the Competition to ensure due compliance by the Competition with its commercial agreements and shall

- not enter into any new agreements with any direct competitor to the Competition's title sponsor [or any third party with whom the Competition has entered into a commercial agreement.]
35. Each Club shall be obliged to utilise any match boards provided by the Competition's sponsor and further shall be obliged to procure that any bench kit provided by a sponsor shall be worn during competitive and first team matches. In the event of any Club having an existing agreement with a competitor to the Competition's sponsor in respect of match boards and bench kit, they should be entitled to honour that agreement but shall not renew the same.
  36. Each Club shall permit photography, filming and audio and web broadcasting at their home ground to enable the Competition to comply with the terms of any Commercial Contract (as defined in the Articles), which may be entered into by the Company and will provide all necessary facilities as may reasonably be requested by the Competition or any broadcaster as may be nominated by the Competition.[Appendix.....]
  37. [Any distribution of any income received by the Company from any source whatsoever shall be entirely at the discretion of the Board.]
  38. The Company shall be entitled either directly or through its duly appointed agents to inspect the books, accounts and financial records of any Club and that Club shall make available to the Company all information as may be required from time to time in that respect.

#### NEXT SECTION IS FOR FOOTBALL CONFERENCE ONLY

##### 38. CLUB FINANCE RECORDS

- (a) The Company shall be entitled either directly or through its duly appointed agents to inspect any Member Club books, accounts and financial records and the Club shall make available to the Company all information as may be required from time to time in that respect.
- (b) Current HMRC debt.

With effect from 1 July 2011 any Club which has not, within twenty-eight (28) days of the relevant due date, paid to HMRC the amounts due to be paid to HMRC to discharge:-

- the Club's full liability for VAT, and PAYE & NIC due in respect of any and all employees or former employees of the Club for the immediately preceding payment period;
- the Club's full liability for VAT, PAYE & NIC which becomes due as a result of an assessment issued by HMRC, with the exception of amounts formally disputed until such time determination is made on HMRC's claim, and/or
- defaults on the terms of any 'time to pay' agreement,

shall report the default event to the Competition prior to the month end following the month in which the debt falls due.

##### 39. CENTRAL FUNDING

- 39.1 The Competition has the right not to make any Payments from central funding to Clubs who are subject to an Insolvency Event.
- 39.2 Clubs shall irrevocably waive their right to receive monies and also waive their right to receive such monies when at any time funds are due from them to Football Creditors within or without The Competition and further irrevocably authorise and appoint the Competition as their attorney to pay any monies which would otherwise be due to their Football Creditors to such Football Creditors on their behalf if deemed appropriate by the Board.

- 39.3 Members of the Competition hereby irrevocably authorise the Board that in the event of each or any of them taking steps which would comprise an Insolvency Event to withhold any payment that might otherwise be due and permanently waive their right to receive the same subject only to the Board's discretionary right to pay such monies to their Football Creditors as referred to in 39.2 above or 39.4 below.
- 39.4 Whether there is any withholding pursuant to Rule 39.1 or not the member further irrevocably appoints the Company as its attorney to pay and discharge out of any monies that would otherwise be due to it pursuant to its membership of the Company and/or the Competition any sums that may be due to other members of the Company or any other Football Creditor as defined within the Rules of the Competition.
- 39.5 In the event of any such payments being made as set out in Rule 39.2 and 39.4 the Board shall be obliged to advise the relevant members in writing of the payments it has made on its behalf within 28 days of such payments.

**NEXT SECTION IS FOR STEPS 1-4**

**40. FINANCIAL REPORTING INITIATIVE**

A club shall comply with the provisions of Appendix [ ], 'Financial Reporting Initiative' as shall be enforced from time to time as determined by the Board and approved by the Football Association.

The following appendices are incorporated within the membership rules and should be read in conjunction with the aforementioned rules. The rules and appendices were approved and passed by the clubs at the Annual General Meeting (insert date ..... 20.....).

## APPENDIX G

Embargo means a ban on a Club signing, re-signing, exercising an option to sign, extending a contract, converting a loan into a permanent transfer, converting a short term loan into a long term loan, loaning or seeking in any way to register a player whether on a contractual or non-contractual basis or as an amateur, trainee, academy, work experience or schoolboy associate other than within any of the Embargo Terms and Exemptions hereinafter contained.

Embargoed Club means any Club subject to an Embargo

## Embargo Terms and Exemptions

1. Prior to the start of the season an Embargoed Club will be permitted to sign up to 16 players. The complement of registrations must comprise entirely non-contract players save that it may include players under existing written contract, or players listed on the retained list at the end of the previous season where an option has been exercised prior to the implementation of the embargo.
2. In the event of the playing squad of any Embargoed Club falling below 16 registered players of whatever status then any of its then existing registered players who is the subject of a short term loan agreement may have that agreement renewed/extended up to the maximum permitted period of 93 days.
3. In the event of any Embargoed Club having more than 16 registered players then subject to the exceptions hereinafter contained no short term loans may be renewed or extended.
4. In the event of any Embargoed Club having its playing squad fall below 16 registered players and where none of the registered players are on short term loans then the Embargoed Club shall be entitled to sign and register a sufficient number of non-contract players to bring the total of its squad up to 16.
5. An Embargoed Club shall in any event not be entitled to change the status of any of its registered players without the prior permission of the Board nor shall it be entitled to engage any new player under the permitted exemptions, on terms better than those of any player whose departure gave rise to the right to sign any other player.
6. An Embargoed Club shall not be permitted to improve the existing terms of any its registered players.
7. In the event of an Embargoed Club having a squad of 16 or less players, of whatever status, satisfying the Competition that any of those players have a long term injury (for this purpose a long term injury shall mean an injury supported by satisfactory medical evidence stating that the player or players will be unavailable for selection for a period of not less than 14 days) then it shall be entitled to sign a replacement player or players as the case may be on a non contract basis but subject to the provisions of Clause 5 hereof and for a period not to exceed the certification of the long term injury or injuries. A new player registered under this clause must not be nominated on the Team Sheet for any match at the same time as the player he has been signed to replace, and must not be engaged on more favourable terms than the player he has been signed to replace.
8. Where the number of eligible players falls below 11, or 11 excluding a goalkeeper, due to suspensions, a Club may make application to the Board to sign non-contract player(s) to ensure a team of 11, including a goalkeeper, can be fielded.
9. In the event of an Embargoed Club having no fit goalkeeper (again as evidenced by medical certificates) then it shall be entitled to register a goalkeeper for an initial maximum period of 28 days. A goalkeeper registered under this clause must not be nominated on the Team Sheet for any match at the same time as the goalkeeper he has been signed to replace, and must not be engaged on more favourable terms than the goalkeeper he has been signed to replace.
10. In any event if an Embargoed Club's squad falls below 16 because of exceptional circumstances then it shall have the right to make a written application to the Board of the

Competition for its consent to sign sufficient players to bring the number of its squad up to 16 and the Board acting in the interest of the integrity of the Competition shall have the right at its absolute discretion to permit the Embargoed Club to sign sufficient players on non-contract or short term loans to bring the number of its playing squad up to 16 fit players applying the criteria set out in the Exemptions above.

11. Any event being a breach of any Competition Rule (including but not limited to the late delivery of a FRI form) which may give rise to the imposition of an Embargo, shall give the Board the right to impose that Embargo with immediate effect. The Board will in any event procure that a written request for a personal hearing in respect of such a decision will be heard within 7 days of receipt of the request from the Club, notwithstanding the Club's immediate right of Appeal in accordance with Rule 17.4. Pending any such request for a personal hearing, or any subsequent appeal to The Football Association, the Embargo will remain in place.
12. In the event of an Embargo being imposed pursuant to any breaches of the FRI regulations then the Embargo will not be lifted until 7 days after full compliance by the Embargoed Club with the FRI regulations in force from time to time
13. In the event of any Club failing to comply fully with any agreement with HMRC, whether formal or informal, or the terms of any CVA then apart from any other obligations and penalties within these Rules and Regulations it shall be obliged to inform the Competition forthwith of such failure or contravention and the defaulting Club shall be placed under an immediate embargo. If the Club fails to advise the Competition upon becoming aware of such an event then it shall be subject to such penalty as the Board may impose in its entire discretion including but not limited to deduction of points, fines, suspension and expulsion.]



**ALL LEAGUES RESUME****FEES TARIFF**

<b>Rule</b>	<b>Subject Matter</b>	<b>Amount (£)</b>
2.3	Grading	
3.1	Application for membership	
3.1	Grading	
3.2	Membership	
3.2	Annual Subscription	
6.1.1	Registration Forms	
6.1.1	Additional forms	
14.A.7	Sporting sanctions appeal	
17.1	Appeal to Board	
17.4	Appeal to The FA	
17.5	Appeal by Player	
17.6	Appeal by Club	
17.10	Arbitration	

**FINES TARIFF**

<b>Rule</b>	<b>Offence</b>	<b>Up to a Maximum Fine of (£)</b>
2.1	Failure to return Form D questionnaire	
2.1	Failure to complete Form D	
2.1	Failure to provide affiliation number	
2.6	Failure to notify change in Memorandum and Articles within 14 days	
2.14	Failure to notify occurrence of an Insolvency Event	
2.19	Failing to attend any General Meeting	
3.2	Failure to pay Annual Subscription 7 days before AGM	
4.5	Failure to pay amount due within 28 days	
4.8	Failing to attend to business	
10.7	Failure to submit accounts within nine months of accounting reference date	
6.4.2	FAILURE TO REGISTER 11 PLAYERS PRIOR TO START OF SEASON	
6.8	(i) FAILURE TO USE A BOARD FOR SUBSTITUTIONS IN A MATCH	
	(ii) Named substitute not registered but not taking part	
6.9	Playing ineligible Player	
7.1	Failure to provide details of colours by due date	
7.1	Failure to wear registered colours at home	

<b>Rule</b>	<b>Offence</b>	<b>Up to a Maximum Fine of (£)</b>
7.1	Failure to number all shirts	
7.1	Failure to have numbers on striped etc shirts on contrasting patch	
7.2	Failure to change relevant item in event of clash	
7.3	Goalkeeper not wearing kit different to ALL OTHER Players	
7.5	Failure of Player to wear number in accordance with Team Sheet	
7.6	Captain not wearing armband	
8.3	Causing Abandonment	
8.4	Failure to notify postponement or abandonment	
8.6	Failure to fulfil fixture	
8.6	Failure to agree new date of postponed match in time set	
8.7	Failure to carry out inspection procedure in accordance with 15.2	
8.8	Failure to have fax, mobile phone or email operational at all times	
8.9	Failure to start with Eleven Players	
8.9	Failure to play full strength team	
8.11.1	Late Team Sheet	
8.11.1	Incomplete Team Sheet	
8.11.2	Altering Team Sheet after exchange (except for Player injured in warm up)	
8.12.1	Failure to notify details of match to visiting Club and Match Officials	
8.12.2	Failure to notify cancellation or rearrangement to Match Officials	
8.13	Late kick off	
8.14	Failure to play County Cup match midweek	
8.15	(i) Playing in competition without permission (ii) FAILURE TO NOTIFY RESULT TO THE COMPETITION SECRETARY	
8.20	Failure to provide details of match immediately following end of match	
8.21	Failure to provide acceptable match programme	
8.21	Failure to provide programme information to hosts when playing away	
8.22	Benches	
10.7	Failure to submit accounts within nine months of accounting reference date	
12	Failure to send result form within 3 days	

Rule	Offence	Up to a Maximum Fine of (£)
15.7	Failure to pay Match Officials on day of match in dressing room	
15.8	Failure to provide flags	
15.9	Failure to play with Match balls required by The Competition	
15.10	Failure to provide practice balls to visitors	
16	Failure to give notice of resignation by due date	
19	Failure to return trophy by due date	
19	Failure to return trophy engraved	
19	Failure to return trophy in good condition	
25.1	Failure to insure Players	
25.2	Failure to implement public liability insurance to required level	
26	Failure to have medical personnel as stated	

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## YOUTH RULES FOR THE GUIDANCE OF COUNTY ASSOCIATIONS

The following Youth Rules are for the guidance of County Associations:-

1. The Association shall be called "The County Youth Football Association."
2. The Officers of the Youth Association shall consist of a President, Vice-Presidents, Chairman, Hon. Secretary and Treasurer, and Hon. Referees' Secretary.
3. The Youth Association for the purposes of general management shall be governed by a Council consisting of two Members from each Division elected annually in accordance with these Rules, four Members nominated by the County Football Association, the President, Chairman, Hon. Referees' Secretary and the Hon. Secretary and Treasurer of the County Football Association.
4. All Clubs having their headquarters within the area of the County Association, the whole of whose players are under 18 years of age on 31st August, of the then current season, shall be eligible for Membership, subject to the approval of the Council.
5. All Clubs upon application for affiliation to the Youth Association, and at any time thereafter when so required, shall satisfy the Council that they are properly constituted and also play Football according to the Rules and Regulations of The Football Association.
6. Each affiliated League, Competition and Club shall pay an annual fee.
7. Each affiliated Club shall forward on or before the 1st September in each year, to the Hon. Secretary, a return in accordance with Form "A" in the Schedule which is annexed to and forms part of these Rules.
8. For the purposes of management, the Youth Association shall be divided into Divisions, geographically as defined by the Council, the Division to which a Club belongs being determined by the situation of its ground or, in the event of a Club having no ground, by the situation of its headquarters.
9. The Annual General Meeting shall be held not later than the .....in each year.  
A printed balance sheet of the accounts, certified by the Auditor, shall be sent out with the notices convening the meeting 14 days prior to the date of same. Each affiliated League, Competition and Club shall be entitled to send two duly appointed Representatives. All Representatives appointed under this Rule must be Members of the Club they represent.  
An individual Member shall only represent one affiliated Club. The County Officers shall be entitled to vote at any Ordinary and/or Special General Meeting. Councillors may attend any General Meeting but may not vote in that capacity.
10. [Each County Association will frame its own Rule, as circumstances may require, to provide the method by which the Council shall be elected.]
11. The duties of the affiliated Leagues or Competitions may be generally defined as follows:-  
To investigate and (if so instructed by the Council) to deal with reports of misconduct, protests, complaints, or other matters referred to them by the Council, or by the Secretary in cases when delay would appear detrimental. The League or Competition shall, with as little delay as possible, report the results of their investigations and determinations to the Secretary. The Council shall have power to amend or revoke any decision of a League or Competition when they deem it advisable.
12. Any Appeal against a decision of a League or Competition must be sent to the Secretary, accompanied by a deposit of £0.50 which may be forfeited to the funds of the County Association if the Appeal is successful. Members of a League or Competition whose decision is appealed against shall not sit on, or be present at, the Council Meeting during the determination of such Appeal. All Appeals under this Rule must be lodged with the Secretary within seven days of the decision being given, which it is desired to appeal against.

- 
13. If an insufficient number of candidates is nominated, the Hon. Secretary shall report the circumstances to the retiring Council, who shall elect Members to fill the vacancies.
  14. Five Members of the Council shall form a quorum for the transaction of business. The Council shall have the power to fill any vacancy that may occur among the elected Members in their body during the year. The Council shall have power to appoint such Committees as they may consider necessary and provide such secretarial assistance as they think fit.

[The Rules of the County Association shall apply to all matters not provided for in these Rules.]

NOTES



## MEDICAL REGULATIONS

### 1.1 CROWD DOCTOR

With effect from 1998/1999 all Doctors employed as “Crowd Doctors” must have successfully undertaken the two one-day Football Association courses in Immediate Medical Care or Pre-Hospital Care, or equivalent. From 1998/1999 onwards, all new appointees are expected to possess the Diploma in Immediate Medical Care or its equivalent.

## 2 MEDICAL REGULATIONS - PREMIER LEAGUE

### 2.1 Appointment of medical personnel:

Each club shall appoint at least one part-time Team Doctor and one part-time Crowd Doctor and employ at least one full time physiotherapist as the Senior Physiotherapist. In exceptional circumstances and with prior permission from Head of FA Medical services the club may employ a graduate Sports Therapist with an accredited degree and who is a member of a recognised professional body and with appropriate indemnity insurance.

### 2.2 Qualifications of Medical Personnel

The team Doctor and the Crowd Doctor appointed by a Club shall each be qualified medical Practitioners registered and licensed to practice by the GMC.

A Crowd Doctor appointed by a Club shall be a registered medical practitioner and either:

- hold the Diploma in Immediate Medical Care issued by the Royal College of Surgeons (Edinburgh) Faculty of Pre-Hospital Care (“the Faculty”) or its equivalent; or
- have successfully undertaken the Faculty’s Generic Crowd Doctor Training Course or its equivalent.

Team Doctor.

All newly appointed Team Doctors (not previously having held an appointment as a Team Doctor with a Club in The League or The Premier League) prior to the 1st July 2003, are required to hold a Diploma in Sports Medicine or an equivalent higher professional qualification.

### 2.3 The Senior Physiotherapist employed by the club must be registered with the Health Professionals Council and a Chartered Physiotherapist.

### 2.4 Any assistant physiotherapists or other therapists employed by a club shall be either,

- (i) registered with the Health Professionals Council and a Chartered Physiotherapist,
- (ii) be a graduate Sports Therapist with an accredited degree and is a member of a recognised professional body and with appropriate indemnity insurance,
- (iii) Hold the Football Association Diploma in the Treatment and Management of Injuries.

### 2.5 Continuing Professional Development

Each therapist employed by a Club shall each calendar year undertake a minimum of 36 hours’ continuing professional development (of which at least 18 hours shall be provided by means of formally approved courses) and shall maintain a record thereof and produce the same for inspection by an officer of the League on demand.

### 2.6 Attendance of Medical Personnel

At every League Match:

- (i) The Home Club shall recruit a Team Doctor and a Crowd Doctor who shall be available throughout and for at least one hour before and one hour after the

match. Additional time of attendance may be necessary, and dictated by clinical demands.

- (ii) Each participating Club shall recruit a physiotherapist who is qualified as required by 2.1 above. Attendance will be in line with the Team Doctor, and depend on clinical demands.
- (iii) No person other than a participating Club's Team Doctor and therapist shall be permitted to treat Players or Match Officials on the field of play.
- (iv) The Home Club shall provide a minimum of two stretchers and a team of trained stretcher-bearers to remove injured Players or Match Officials from the field of play.

At any other match in which a Club team participates (except as required under the Rules of The FA Cup or the Football League Cup) the Home Club shall procure the attendance of the holder of an Emergency Aid Certificate approved by The Football Association.

#### 2.7 Head Injuries

All Clubs shall ensure that any Player having left the field of play with a head injury shall not be allowed to resume playing or training without the clearance of a qualified Medical Practitioner. The same provision shall apply where a head injury is sustained in training.

#### 2.8 Medical Records

Each Club shall keep medical records in respect of its Contract Players and Students in accordance with the requirements of the Medical Committee of The Football Association and shall, from time to time, make these available for inspection by Doctors appointed by The Football Association, for the purpose of monitoring.

- 2.9 Where the transfer including the Temporary Transfer of the registration of a Contract Player is being negotiated between Clubs, the Club holding the registration shall as the request of the other Club provide to it the medical records of the Contract Player in question.

### 3 MEDICAL REGULATIONS - FOOTBALL LEAGUE

Attendance of Qualified Medical Practitioner/Physiotherapist at Matches

- 3.1 It is the responsibility of the Home Club in matches played under the jurisdiction of The League to ensure that a Medical Practitioner registered and licensed by the General Medical Council ('Team Doctor'); and at least one paramedic, trained in emergency medicine dedicated to on field matters, are in attendance throughout the Match. Attendance should be from one hour before, until one hour after the match.

- 3.1.1 Each participating Club shall procure the attendance of a physiotherapist who is qualified as required by 2.1 above

- 3.1.2 Where a club employs directly, or by consultancy, one or more therapist then The Senior Physiotherapist employed by the club must be registered with the Health Professionals Council and a Chartered Physiotherapist.

- 3.1.3 Any assistant physiotherapists or other therapists employed by a club shall be either,

- (i) Registered with the Health Professionals Council and a Chartered Physiotherapist,
- (ii) Be a graduate Sports Therapist with an accredited degree and is a member of a recognised professional body and with appropriate indemnity insurance,
- (iii) Hold the Football Association Diploma in the Treatment and Management of Injuries.

- 3.2 All Clubs shall ensure that any Player having left the field of play with a head injury shall not be allowed to resume playing or training without the clearance of a qualified Medical Practitioner. The same provision shall apply where a head injury is sustained in training.

- 3.3 Team Doctors. All newly appointed Team Doctors (not previously having held an appointment as a Team Doctor with a Club in The League or The Premier League) prior to the 1st July 2003, are required to hold a Diploma in Sports Medicine or an equivalent higher professional qualification.
- 3.4 Team Doctors must fulfil a programme of Continual Professional Development (CPD) as determined from time to time by the profession; to attend education conferences and seminars organised by The Football Association and to support the medical education functions of The Football Association. A log of these activities should be kept for appraisal purposes.
- 3.5 Crowd Doctors. Any doctors employed as Crowd Doctors must have successfully completed the 2 day FA course in Immediate Medical Care or Pre-Hospital Care or The Diploma in Immediate Medical Care, or an equivalent.

#### 4. MEDICAL REGULATIONS - FOOTBALL CONFERENCE

- (i) The Home Club must have a qualified medical practitioner, registered and licensed by the GMC, to arrive at least 45 minutes before the match, be present throughout the match, and for an hour after the match.
- The Home Doctor must visit both Home and Away Team dressing rooms before leaving the ground to check on players' status.. The name of the Doctor present at the game must be entered on the team sheet.
- (ii) Each team should have a therapist that is one of the following:
- a) A Chartered Physiotherapist, registered with the Health Professionals Council
  - b) A graduate Sports Therapist with an accredited degree who is a member of a recognised professional body and with appropriate indemnity insurance
  - c) A Holder of the Football Association Diploma in the Treatment and Management of Injuries.

#### 5. MEDICAL REGULATIONS - FEEDER LEAGUES (PREMIER DIVISIONS ONLY)

- (i) The Home Club must have a qualified medical practitioner who is registered and licensed to practice by the GMC, from 45 minutes prior to the match, until an hour after the match has ended.
- The Home Doctor must visit both Home and Away Team dressing rooms before leaving the ground to check on players' status. The name of the Doctor present at the game must be entered on the team sheet.
- (ii) Since the commencement of Season 1999/2000 a Therapist trained to the level of The Football Association intermediate Treatment and Management of Injury Course (as a minimum) must be in attendance throughout matches to attend to injured players on the field of play and in the dressing rooms. "Away" clubs should be accompanied by a Therapist as stated above for the same purpose.

#### 6 HEAD INJURIES

All Clubs shall ensure that any player in a league match having left the field with a head injury shall not be allowed to resume playing or training without the clearance of a qualified medical practitioner. The same provision shall apply where a head injury is sustained in training.

Management of Head Injuries in Association Football

A head injury is a potentially serious injury which can lead, in a small number of cases, to significant complications. No head injury can be assumed to be trivial.

At the beginning of each season each individual club's medical team should assemble to discuss head injury management pathways and protocols. This will include confirmation of referral specialists, and their predicted availability throughout forthcoming season. It is essential to organise a clear management care pathway in order to ensure that the recovery period is managed at all stages.

### **Primary Training**

All pitchside medical staff will have evidence of satisfactory completion of an approved training course for the emergency management of the injured player, and subsequent re-validation where appropriate.

At all times during play there must be such a person at pitchside.

### **Equipment**

This will be in accordance with the FA requirements. A copy of concussion management guidelines and pathways together with the concussion assessment tools (SCAT 3) should be immediately available in the medical room. This will also contain contact details of nearest appropriate medical facility for onward transfer if required and head injury instruction cards.

### **Scalp Injuries**

The bleeding scalp wound mandates removal of the player from the field of play whilst the wound is assessed and treated. Full assessment will include examination to detect possible concussive symptomatology and/or neurological deficits. The use of surgical gloves is recommended at all times. The wound should be thoroughly cleaned, inspected and closed. Tissue loss is an indication for transfer to the closest appropriate medical facility. After treatment the wound should preferably be covered with a sterile dressing. If there are no other considerations the player may return to the field of play. A clean replacement jersey may be required and all blood must be cleaned from surrounding skin.

The attending medical officer will be responsible for full documentation of the episode and make suitable arrangements for checking tetanus status, wound review, suture removal and, where deemed appropriate, prescription of antibiotics. Complex facial lacerations will require urgent specialist opinion.

### **Head Injury and Concussion**

**Suspected Concussive Injury.**

Concussion can occur without evidence of either loss of consciousness or actual trauma to the head. Any player exhibiting an otherwise unexplained deterioration in playing ability must be regarded as a suspected concussive injury and managed accordingly.

**Head Injury and altered conscious Level.**

Any player remaining immobile and unresponsive to verbal commands following a head injury will be regarded as being unconscious and treated in accordance with established principles for extrication and management of the unconscious player. There will be no return to play during that day.

Other presentations that mandate immediate hospital referral include concussive convulsions, C.S.F. leak, focal neurological signs, and clinical suspicion of skull fracture.

A player may suffer a transient alteration of conscious level following a head injury. It should be noted that under these circumstances, "transient" may coincide with the period of time between the injury and the arrival of the medical attendant at the player's side. On-pitch assessment will include Maddocks questions as well as demonstration of conjugate gaze, "normal" visual acuity and full visual fields to confrontation. The player will only be allowed to resume play if asymptomatic and with normal co-ordination. The medical attendant should alert the coaching staff, and the player closely observed for any deterioration in playing ability.

If a deficit is observed the player must be immediately removed from the field of play and regarded as suffering from a concussive head injury. There will be no return to play that day. Sideline treatment/assessment is permitted within the rules of the game. Two attendants should accompany the player to the sideline. Initial treatment consists of observation and fluid replacement. When it is clear that the player is fully orientated, and visual assessment is satisfactory, provocation exercising should be attempted. The player should demonstrate satisfactory timing and asymptomatic response to short sprinting episodes, followed by a series of squats/sit-ups without any accompanying dizziness, disorientation or loss of balance. Normal co-ordination should be demonstrated throughout. This should include the balance test as described in SCAT3. If the player remains asymptomatic throughout these observations and exercises, return to the field of play is allowed. SCAT 3 should be completed as a medical record.

If the player suffers a second such episode during the same game, the player must be removed from the field and treated as suffering from a concussive injury.

When a player has been removed from play due to concussive symptomatology, the episode must be fully documented (including oxygen usage) by the medical attendant and this will include the use of tools such as SCAT3 at one hour post-injury. Medical documentation will include the precise examination details that enabled the decision-making process allowing the player to return home with accompanying responsible adult rather than referral to the closest appropriate medical facility.

The concussed player must not drive home and must be accompanied by a responsible adult at all times. A head injury instruction card, containing all necessary contact telephone numbers, will be issued to the accompanying adult.

#### Return to Play

It is recognised that the majority of players will recover from an episode of concussion and resume playing within a 7-10 day timeframe. Each player must, however, be treated as an individual and on a "symptom" rather than "time" led basis.

A period of total physical and cognitive rest, usually of no less than a full 24 hours, will be followed by a programme of carefully monitored increasing physical activity culminating in sport-specific non-contact training manoeuvres. The sequence would thus be rest, light aerobic exercise, sport-specific exercise, non-contact training drills, full contact practice, return to play. Progress through the programme will be dictated by the player remaining symptom-free. According to the 2012 concussion consensus, postural stability testing provides a useful tool for objectively assessing the motor domain of neurological functioning, and should be considered as an addition to the assessment of athletes suffering from concussion, particularly where the symptoms or signs indicate a balance component. If a player has previously undergone testing for proprioception / postural sway, it is worthwhile comparing performance to this previous baseline as part of the overall assessment.

Prior to the resumption of contact training, the player must be symptom free and reviewed by the club medical officer. If progress to this stage has been within the expected time frame, formal neuropsychological testing is not mandatory but mental status observation is required. Computerised programmes are often useful in the player for whom English is not the first language as well as the fact that these tools can be easily applied by the club medical officer.

#### Neuropsychological Testing

There are a number of commercially available computerised neuropsychological testing programmes. These are particularly useful in the assessment of the concussed player for whom English is not the first language. Their usefulness is reduced if baseline (i.e. pre-injury) testing has not been performed. It is also recognised that some players satisfactorily resume playing but do not return to their original baseline scores.

Formal neuropsychological testing, whether pen-and-paper or computerised, can only be undertaken in the otherwise asymptomatic individual and does not exclude the requirement for medical assessment prior to the resumption of contact training.

Formal computerised systems might enable both the player and coaching staff, as well as the medical attendant, to identify relatively minor continuing impaired reaction times in an otherwise fully recovered footballer.

Computerised systems are also useful as an additional screening tool for off-the-pitch episodes (e.g. minor fall in a hotel room during away travel) to ascertain that the (otherwise medically satisfactory) player remains at or above neuropsychological baseline.

## RED FLAGS

In the emergency situation access to the nearest appropriate medical facility will be as dictated on the head injury instruction card provided at the time of the injury.

Any concerns regarding player status mandate referral to a neurological specialist. For prolonged symptomatology (e.g. severe headache not settling with simple analgesics and total rest) referral to a neurological specialist with a specific sports related interest is indicated.

Symptomatology that would indicate a neurological referral include:

- Repeated concussive episodes with progressively less impact force or increasing recovery periods,
- Age less than 18, and
- Concomitant psychoactive medication.

Note that anticoagulant therapy is an indication for hospital admission in minor head injuries.

In those referred to the neurologist, return to play will subsequently be dictated by that specialist. It is recommended that each club identify a suitable specialist who can also advise with respect to neuropsychological and neuroradiological specialist referral where appropriate.

Any player treated for a concussive episode should be assessed by the medical officer responsible for the team, and may be asked to undertake formal neuropsychological assessment prior to the commencement of each subsequent season as a continual screening test. This is best managed with a computerised system, and whether to enter such a programme should always be the decision of the medical officer.

Age Grade Players.

It is recognised that cognitive recovery in young players may take longer to fully recover. This may mandate notification to schools, colleges regarding possible short term effect on academic performance. A return to normal activity schedule may thus be indicated in some circumstances for such individuals.

## SCAT 3 form

The SCAT 3 (Sport Concussion Assessment Tool-3) is a form which helps to understand what effects a head injury might have, and how to judge whether the condition of the player is improving or worsening with time as, in practice, subtle changes can be hard to detect. If there is any deterioration in a player's condition, help should be sought immediately.

On page 4, there is a concussion injury advice 'tear-off' that should be given to the player, and filled out as required. A player who has sustained a head injury should be accompanied if allowed home, and the person with the player should hold the 'tear-off' from the end of the form, and follow the guidance thereon.

SCAT3 is suitable for players from age 14yrs to adult. For players of 13 years and under there is child SCAT3, which should be used instead.

# SCAT3™



## Sport Concussion Assessment Tool – 3rd Edition

For use by medical professionals only

Name \_\_\_\_\_

Date/Time of Injury:  
Date of Assessment: \_\_\_\_\_

Examiner: \_\_\_\_\_

### What is the SCAT3?!

The SCAT3 is a standardized tool for evaluating injured athletes for concussion and can be used in athletes aged from 13 years and older. It supersedes the original SCAT and the SCAT2 published in 2005 and 2009, respectively<sup>1</sup>. For younger persons, ages 12 and under, please use the Child SCAT3. The SCAT3 is designed for use by medical professionals. If you are not qualified, please use the Sport Concussion Recognition Tool<sup>2</sup>. Pre-season baseline testing with the SCAT3 can be helpful for interpreting post-injury test scores.

Specific instructions for use of the SCAT3 are provided on page 3. If you are not familiar with the SCAT3, please read through these instructions carefully. This tool may be freely copied in its current form for distribution to individuals, teams, groups and organizations. Any revision or any reproduction in a digital form requires approval by the Concussion in Sport Group.

**NOTE:** The diagnosis of a concussion is a clinical judgment, ideally made by a medical professional. The SCAT3 should not be used solely to make, or exclude, the diagnosis of concussion in the absence of clinical judgement. An athlete may have a concussion even if their SCAT3 is "normal".

### What is a concussion?

A concussion is a disturbance in brain function caused by a direct or indirect force to the head. It results in a variety of non-specific signs and/or symptoms (some examples listed below) and most often does not involve loss of consciousness. Concussion should be suspected in the presence of **any one or more** of the following:

- Symptoms (e.g., headache), or
- Physical signs (e.g., unsteadiness), or
- Impaired brain function (e.g. confusion) or
- Abnormal behaviour (e.g., change in personality).

## SIDELINE ASSESSMENT

### Indications for Emergency Management

**NOTE:** A hit to the head can sometimes be associated with a more serious brain injury. Any of the following warrants consideration of activating emergency procedures and urgent transportation to the nearest hospital:

- Glasgow Coma score less than 15
- Deteriorating mental status
- Potential spinal injury
- Progressive, worsening symptoms or new neurological signs

### Potential signs of concussion?

If any of the following signs are observed after a direct or indirect blow to the head, the athlete should stop participation, be evaluated by a medical professional and **should not be permitted to return to sport the same day** if a concussion is suspected.

- Any loss of consciousness?  Y  N
- "If so, how long?" \_\_\_\_\_
- Balance or motor incoordination (stumbles, slow/laboured movements, etc)?  Y  N
- Disorientation or confusion (inability to respond appropriately to questions)?  Y  N
- Loss of memory:  Y  N
- "If so, how long?" \_\_\_\_\_
- "Before or after the injury?" \_\_\_\_\_
- Blank or vacant look:  Y  N
- Visible facial injury in combination with any of the above:  Y  N

### 1 Glasgow coma scale (GCS)

<b>Best eye response (E)</b>	
No eye opening	1
Eye opening in response to pain	2
Eye opening to speech	3
Eyes opening spontaneously	4
<b>Best verbal response (V)</b>	
No verbal response	1
Incomprehensible sounds	2
Inappropriate words	3
Confused	4
Oriented	5
<b>Best motor response (M)</b>	
No motor response	1
Extension to pain	2
Abnormal flexion to pain	3
Flexion/Withdrawal to pain	4
Localizes to pain	5
Obeys commands	6
<b>Glasgow Coma score (E + V + M)</b>	<b>of 15</b>

GCS should be recorded for all athletes in case of subsequent deterioration.

### 2 Maddocks Score<sup>3</sup>

"I am going to ask you a few questions, please listen carefully and give your best effort."

Modified Maddocks questions (1 point for each correct answer)

What venue are we at today?	0	1
Which half is it now?	0	1
Who scored last in this match?	0	1
What team did you play last week/game?	0	1
Did your team win the last game?	0	1
<b>Maddocks score</b>	<b>of 5</b>	

Maddocks score is validated for sideline diagnosis of concussion only and is not used for serial testing.

**Notes:** Mechanism of Injury ("tell me what happened?").

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Any athlete with a suspected concussion should be **REMOVED FROM PLAY**, medically assessed, monitored for deterioration (i.e., should not be left alone) and should not drive a motor vehicle until cleared to do so by a medical professional. No athlete diagnosed with concussion should be returned to sports participation on the day of injury.

## BACKGROUND

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Examiner: \_\_\_\_\_  
 Sport/team/school: \_\_\_\_\_ Date/time of injury: \_\_\_\_\_  
 Age: \_\_\_\_\_ Gender:  M  F  
 Years of education completed: \_\_\_\_\_  
 Dominant hand:  right  left  neither  
 How many concussions do you think you have had in the past? \_\_\_\_\_  
 When was the most recent concussion? \_\_\_\_\_  
 How long was your recovery from the most recent concussion? \_\_\_\_\_  
 Have you ever been hospitalized or had medical imaging done for a head injury?  Y  N  
 Have you ever been diagnosed with headaches or migraines?  Y  N  
 Do you have a learning disability, dyslexia, ADD/ADHD?  Y  N  
 Have you ever been diagnosed with depression, anxiety or other psychiatric disorder?  Y  N  
 Has anyone in your family ever been diagnosed with any of these problems?  Y  N  
 Are you on any medications? If yes, please list:  Y  N

SCAT3 to be done in resting state. Best done 10 or more minutes post exercise.

## SYMPTOM EVALUATION

### 3 How do you feel?

"You should score yourself on the following symptoms, based on how you feel now."

	none	mid	moderate	severe			
Headache	0	1	2	3	4	5	6
"Pressure in head"	0	1	2	3	4	5	6
Neck Pain	0	1	2	3	4	5	6
Nausea or vomiting	0	1	2	3	4	5	6
Dizziness	0	1	2	3	4	5	6
Blurred vision	0	1	2	3	4	5	6
Balance problems	0	1	2	3	4	5	6
Sensitivity to light	0	1	2	3	4	5	6
Sensitivity to noise	0	1	2	3	4	5	6
Feeling slowed down	0	1	2	3	4	5	6
Feeling like "in a fog"	0	1	2	3	4	5	6
"Don't feel right"	0	1	2	3	4	5	6
Difficulty concentrating	0	1	2	3	4	5	6
Difficulty remembering	0	1	2	3	4	5	6
Fatigue or low energy	0	1	2	3	4	5	6
Confusion	0	1	2	3	4	5	6
Drowsiness	0	1	2	3	4	5	6
Trouble falling asleep	0	1	2	3	4	5	6
More emotional	0	1	2	3	4	5	6
Irritability	0	1	2	3	4	5	6
Sadness	0	1	2	3	4	5	6
Nervous or Anxious	0	1	2	3	4	5	6

Total number of symptoms (Maximum possible 22) \_\_\_\_\_

Symptom severity score (Maximum possible 132) \_\_\_\_\_

Do the symptoms get worse with physical activity?  Y  N

Do the symptoms get worse with mental activity?  Y  N

self rated  self rated and clinician monitored  
 clinician interview  self rated with parent input

**Overall rating:** If you know the athlete well prior to the injury, how different is the athlete acting compared to his/her usual self?

Please circle one response:

no different  very different  unsure  N/A

Scoring on the SCAT3 should not be used as a stand-alone method to diagnose concussion, measure recovery or make decisions about an athlete's readiness to return to competition after concussion. Since signs and symptoms may evolve over time, it is important to consider repeat evaluation in the acute assessment of concussion.

## COGNITIVE & PHYSICAL EVALUATION

### 4 Cognitive assessment

#### Standardized Assessment of Concussion (SAC)<sup>4</sup>

Orientation (1 point for each correct answer)

What month is it?	0	1
What is the date today?	0	1
What is the day of the week?	0	1
What year is it?	0	1
What time is it right now? (within 1 hour)	0	1

Orientation score \_\_\_\_\_ of 5

#### Immediate memory

List	Trial 1	Trial 2	Trial 3	Alternative word list					
elbow	0	1	0	1	0	1	candle	baby	finger
apple	0	1	0	1	0	1	paper	monkey	penny
carpet	0	1	0	1	0	1	sugar	perfume	blanket
saddle	0	1	0	1	0	1	sandwich	sunset	lemon
bubble	0	1	0	1	0	1	wagon	iron	insect

Total \_\_\_\_\_

Immediate memory score total \_\_\_\_\_ of 15

#### Concentration: Digits Backward

List	Trial 1	Alternative digit list			
4-9-3	0	1	6-2-9	5-2-6	4-1-5
3-8-1-4	0	1	3-2-7-9	1-7-9-5	4-9-6-8
6-2-9-7-1	0	1	1-5-2-8-6	3-8-5-2-7	6-1-8-4-3
7-1-8-4-6-2	0	1	5-3-9-1-4-8	8-3-1-9-6-4	7-2-4-8-5-6

Total of 4 \_\_\_\_\_

Concentration: Month in Reverse Order (1 pt. for entire sequence correct)

Dec-Nov-Oct-Sept-Aug-Jul-Jun-May-Apr-Mar-Feb-Jan  0  1

Concentration score \_\_\_\_\_ of 5

### 5 Neck Examination:

Range of motion \_\_\_\_\_ Tenderness \_\_\_\_\_ Upper and lower limb sensation & strength \_\_\_\_\_

Findings: \_\_\_\_\_

### 6 Balance examination

Do one or both of the following tests.

Footwear (shoes, barefoot, braces, tape, etc.) \_\_\_\_\_

#### Modified Balance Error Scoring System (BESS) testing<sup>5</sup>

Which foot was tested (i.e. which is the non-dominant foot)  Left  Right

Testing surface (hard floor, field, etc.) \_\_\_\_\_

#### Condition

Double leg stance: \_\_\_\_\_ Errors \_\_\_\_\_

Single leg stance (non-dominant foot): \_\_\_\_\_ Errors \_\_\_\_\_

Tandem stance (non-dominant foot at back): \_\_\_\_\_ Errors \_\_\_\_\_

And/Or

Tandem gait<sup>5,7</sup>

Time (best of 4 trials): \_\_\_\_\_ seconds

### 7 Coordination examination

#### Upper limb coordination

Which arm was tested:  Left  Right

Coordination score \_\_\_\_\_ of 1

### 8 SAC Delayed Recall<sup>4</sup>

Delayed recall score \_\_\_\_\_ of 5



## INSTRUCTIONS

Words in *Italics* throughout the SCAT3 are the instructions given to the athlete by the tester.

### Symptom Scale

*"You should score yourself on the following symptoms, based on how you feel now."*

To be completed by the athlete. In situations where the symptom scale is being completed after exercise, it should still be done in a resting state, at least 10 minutes post exercise.

For total number of symptoms, maximum possible is 22.

For Symptom severity score, add all scores in table, maximum possible is 22x6=132.

### SAC<sup>4</sup>

#### Immediate Memory

*"I am going to test your memory. I will read you a list of words and when I am done, repeat back as many words as you can remember, in any order."*

#### Trials 2 & 3:

*"I am going to repeat the same list again. Repeat back as many words as you can remember in any order, even if you said the word before."*

Complete all 3 trials regardless of score on trial 1 & 2. Read the words at a rate of one per second. **Score 1 pt. for each correct response.** Total score equals sum across all 3 trials. Do not inform the athlete that delayed recall will be tested.

#### Concentration

##### Digits backward

*"I am going to read you a string of numbers and when I am done, you repeat them back to me backwards, in reverse order of how I read them to you. For example, if I say 7-1-9, you would say 9-1-7."*

If correct, go to next string length. If incorrect, read trial 2. **One point possible for each string length.** Stop after incorrect on both trials. The digits should be read at the rate of one per second.

##### Months in reverse order

*"Now tell me the months of the year in reverse order. Start with the last month and go backwards. So you'll say December, November... Go ahead"*

##### 1 pt. for entire sequence correct

##### Delayed Recall

The delayed recall should be performed after completion of the Balance and Coordination Examination.

*"Do you remember that list of words I read a few times earlier? Tell me as many words from the list as you can remember in any order."*

##### Score 1 pt. for each correct response

## Balance Examination

### Modified Balance Error Scoring System (BESS) testing<sup>3</sup>

This balance testing is based on a modified version of the Balance Error Scoring System (BESS)<sup>3</sup>. A stopwatch or watch with a second hand is required for this testing.

*"I am now going to test your balance. Please take your shoes off, roll up your pant legs above ankle (if applicable), and remove any ankle taping (if applicable). This test will consist of three twenty second tests with different stances."*

#### (a) Double leg stance:

*"The first stance is standing with your feet together with your hands on your hips and with your eyes closed. You should try to maintain stability in that position for 20 seconds. I will be counting the number of times you move out of this position. I will start timing when you are set and have closed your eyes."*

#### (b) Single leg stance:

*"If you were to kick a ball, which foot would you use? [This will be the dominant foot] Now stand on your non-dominant foot. The dominant leg should be held in approximately 30 degrees of hip flexion and 45 degrees of knee flexion. Again, you should try to maintain stability for 20 seconds with your hands on your hips and your eyes closed. I will be counting the number of times you move out of this position. If you stumble out of this position, open your eyes and return to the start position and continue balancing. I will start timing when you are set and have closed your eyes."*

#### (c) Tandem stance:

*"Now stand heel-to-toe with your non-dominant foot in back. Your weight should be evenly distributed across both feet. Again, you should try to maintain stability for 20 seconds with your hands on your hips and your eyes closed. I will be counting the number of times you move out of this position. If you stumble out of this position, open your eyes and return to the start position and continue balancing. I will start timing when you are set and have closed your eyes."*

### Balance testing – types of errors

1. Hands lifted off iliac crest
2. Opening eyes
3. Step, stumble, or fall
4. Moving hip into > 30 degrees abduction
5. Lifting forefoot or heel
6. Remaining out of test position > 5 sec

Each of the 20-second trials is scored by counting the errors, or deviations from the proper stance, accumulated by the athlete. The examiner will begin counting errors only after the individual has assumed the proper start position. **The modified BESS is calculated by adding one error point for each error during the three 20-second tests. The maximum total number of errors for any single condition is 10.** If a athlete commits multiple errors simultaneously, only one error is recorded but the athlete should quickly return to the testing position, and counting should resume once subject is set. Subjects that are unable to maintain the testing procedure for a minimum of **five seconds** at the start are assigned the highest possible score, ten, for that testing condition.

**OPTION:** For further assessment, the same 3 stances can be performed on a surface of medium density foam (e.g., approximately 50 cm x 40 cm x 6 cm).

### Tandem Gait<sup>4</sup>

*Participants are instructed to stand with their feet together behind a starting line (the test is best done with footwear removed). Then, they walk in a forward direction as quickly and as accurately as possible along a 38mm wide (sports tape), 3 meter line with an alternate foot heel-to-toe gait ensuring that they approximate their heel and toe on each step. Once they cross the end of the 3m line, they turn 180 degrees and return to the starting point using the same gait. A total of 4 trials are done and the best time is retained. Athletes should complete the test in 14 seconds. Athletes fail the test if they step off the line, have a separation between their heel and toe, or if they touch or grab the examiner or an object. In this case, the time is not recorded and the trial repeated, if appropriate.*

## Coordination Examination

### Upper limb coordination

#### Finger-to-nose (FTN) task:

*"I am going to test your coordination now. Please sit comfortably on the chair with your eyes open and your arm (either right or left) outstretched (shoulder flexed to 90 degrees and elbow and fingers extended), pointing in front of you. When I give a start signal, I would like you to perform five successive finger to nose repetitions using your index finger to touch the tip of the nose, and then return to the starting position, as quickly and as accurately as possible."*

**Scoring: 5 correct repetitions in < 4 seconds = 1**


**Note for testers:** Athletes fail the test if they do not touch their nose, do not fully extend their elbow or do not perform five repetitions. **Failure should be scored as 0.**

## References & Footnotes

1. This tool has been developed by a group of international experts at the 4th International Consensus meeting on Concussion in Sport held in Zurich, Switzerland in November 2012. The full details of the conference outcomes and the authors of the tool are published in *The BJSM Injury Prevention and Health Protection*, 2013, Volume 47, Issue 5. The outcome paper will also be simultaneously co-published in other leading biomedical journals with the copyright held by the Concussion in Sport Group, to allow unrestricted distribution, providing no alterations are made.
2. McCrory P et al., Consensus Statement on Concussion in Sport – the 3rd International Conference on Concussion in Sport held in Zurich, November 2008. *British Journal of Sports Medicine* 2009; 43: 176-89.
3. Maddocks, DL, Dicker, GD, Saling, MM. The assessment of orientation following concussion in athletes. *Clinical Journal of Sport Medicine*. 1995; 5(1): 32-3.
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5. Guskiewicz KM. Assessment of postural stability following sport-related concussion. *Current Sports Medicine Reports*. 2003; 2: 24-30.
6. Schneiders, A.G., Sullivan, S.J., Gray, A., Hammond-Tooke, G. & McCrory, P. Normative values for 16-37 year old subjects for three clinical measures of motor performance used in the assessment of sports concussions. *Journal of Science and Medicine in Sport*. 2010, 13(2): 196-201.
7. Schneiders, A.G., Sullivan, S.J., Kvarnstrom, J.K., Olsson, M., Yden, T. & Marshall, S.W. The effect of footwear and sports-surface on dynamic neurological screening in sport-related concussion. *Journal of Science and Medicine in Sport*. 2010; 13(4): 382-386.



# Child-SCAT3™







## Sport Concussion Assessment Tool for children aged 5 to 12 years

For use by medical professionals only

### What is childSCAT3?¹

The ChildSCAT3 is a standardized tool for evaluating injured children for concussion and can be used in children aged from 5 to 12 years. It supersedes the original SCAT and the SCAT2 published in 2005 and 2009, respectively¹. For older persons, ages 13 years and over, please use the SCAT3. The ChildSCAT3 is designed for use by medical professionals. If you are not qualified, please use the Sport Concussion Recognition Tool¹. Pre-season baseline testing with the ChildSCAT3 can be helpful for interpreting post-injury test scores.

Specific instructions for use of the ChildSCAT3 are provided on page 3. If you are not familiar with the ChildSCAT3, please read through these instructions carefully. This tool may be freely copied in its current form for distribution to individuals, teams, groups and organizations. Any revision and any reproduction in a digital form require approval by the Concussion in Sport Group.

**NOTE:** The diagnosis of a concussion is a clinical judgment, ideally made by a medical professional. The ChildSCAT3 should not be used solely to make, or exclude, the diagnosis of concussion in the absence of clinical judgement. An athlete may have a concussion even if their ChildSCAT3 is "normal".

### What is a concussion?

A concussion is a disturbance in brain function caused by a direct or indirect force to the head. It results in a variety of non-specific signs and/or symptoms (like those listed below) and most often does not involve loss of consciousness. Concussion should be suspected in the presence of any one or more of the following:

- Symptoms (e.g., headache), or
- Physical signs (e.g., unsteadiness), or
- Impaired brain function (e.g., confusion) or
- Abnormal behaviour (e.g., change in personality).

## SIDELINE ASSESSMENT

### Indications for Emergency Management

**NOTE:** A hit to the head can sometimes be associated with a more severe brain injury. If the concussed child displays any of the following, then do not proceed with the ChildSCAT3, instead activate emergency procedures and urgent transportation to the nearest hospital:

- Glasgow Coma score less than 15
- Deteriorating mental status
- Potential spinal injury
- Progressive, worsening symptoms or new neurologic signs
- Persistent vomiting
- Evidence of skull fracture
- Post traumatic seizures
- Coagulopathy
- History of Neurosurgery (eg Shunt)
- Multiple injuries

### Potential signs of concussion?

If any of the following signs are observed after a direct or indirect blow to the head, the child should stop participation, be evaluated by a medical professional and **should not be permitted to return to sport the same day** if a concussion is suspected.

- Any loss of consciousness?  Y  N
- "If so, how long?" \_\_\_\_\_
- Balance or motor incoordination (stumbles, slow/laboured movements, etc.)?  Y  N
- Disorientation or confusion (inability to respond appropriately to questions)?  Y  N
- Loss of memory:  Y  N
- "If so, how long?" \_\_\_\_\_
- "Before or after the injury?" \_\_\_\_\_
- Blank or vacant look:  Y  N
- Visible facial injury in combination with any of the above:  Y  N

### 2 Sideline Assessment – child-Maddocks Score<sup>3</sup>

*"I am going to ask you a few questions, please listen carefully and give your best effort."*  
Modified Maddocks questions (1 point for each correct answer)

Where are we at now?	0	1
Is it before or after lunch?	0	1
What did you have last lesson/class?	0	1
What is your teacher's name?	0	1
<b>child-Maddocks score</b>	<b>of 4</b>	

Child-Maddocks score is for sideline diagnosis of concussion only and is not used for serial testing.

Any child with a suspected concussion should be **REMOVED FROM PLAY**, medically assessed and monitored for deterioration (i.e., should not be left alone). No child diagnosed with concussion should be returned to sports participation on the day of Injury.

## BACKGROUND

Name: \_\_\_\_\_ Date/Time of Injury: \_\_\_\_\_  
 Examiner: \_\_\_\_\_ Date of Assessment: \_\_\_\_\_  
 Sport/team/school: \_\_\_\_\_  
 Age: \_\_\_\_\_ Gender:  M  F  
 Current school year /grade: \_\_\_\_\_  
 Dominant hand:  right  left  neither  
 Mechanism of Injury ("tell me what happened?"): \_\_\_\_\_

### For Parent /carer to complete:

How many concussions has the child had in the past? \_\_\_\_\_  
 When was the most recent concussion? \_\_\_\_\_  
 How long was the recovery from the most recent concussion? \_\_\_\_\_  
 Has the child ever been hospitalized or had medical imaging done (CT or MRI) for a head injury?  Y  N  
 Has the child ever been diagnosed with headaches or migraines?  Y  N  
 Does the child have a learning disability, dyslexia, ADD/ADHD, seizure disorder?  Y  N  
 Has the child ever been diagnosed with depression, anxiety or other psychiatric disorder?  Y  N  
 Has anyone in the family ever been diagnosed with any of these problems?  Y  N  
 Is the child on any medications? If yes, please list:  Y  N

### 1 Glasgow coma scale (GCS)

#### Best eye response (E)

No eye opening	1
Eye opening in response to pain	2
Eye opening to speech	3
Eyes opening spontaneously	4

#### Best verbal response (V)

No verbal response	1
Incomprehensible sounds	2
Inappropriate words	3
Confused	4
Oriented	5

#### Best motor response (M)

No motor response	1
Extension to pain	2
Abnormal flexion to pain	3
Flexion/Withdrawal to pain	4
Localizes to pain	5
Obeys commands	6

**Glasgow Coma score (E + V + M)** **of 15**

GCS should be recorded for all athletes in case of subsequent deterioration.

**SYMPTOM EVALUATION**

**3 Child report**

Name:	never	rarely	sometimes	often
I have trouble paying attention	0	1	2	3
I get distracted easily	0	1	2	3
I have a hard time concentrating	0	1	2	3
I have problems remembering what people tell me	0	1	2	3
I have problems following directions	0	1	2	3
I daydream too much	0	1	2	3
I get confused	0	1	2	3
I forget things	0	1	2	3
I have problems finishing things	0	1	2	3
I have trouble figuring things out	0	1	2	3
It's hard for me to learn new things	0	1	2	3
I have headaches	0	1	2	3
I feel dizzy	0	1	2	3
I feel like the room is spinning	0	1	2	3
I feel like I'm going to faint	0	1	2	3
Things are blurry when I look at them	0	1	2	3
I see double	0	1	2	3
I feel sick to my stomach	0	1	2	3
I get tired a lot	0	1	2	3
I get tired easily	0	1	2	3

**Total number of symptoms** (Maximum possible 20) \_\_\_\_\_

**Symptom severity score** (Maximum possible 20x3 = 60) \_\_\_\_\_

self rated     clinician interview     self rated and clinician monitored

**4 Parent report**

The child	never	rarely	sometimes	often
has trouble sustaining attention	0	1	2	3
is easily distracted	0	1	2	3
has difficulty concentrating	0	1	2	3
has problems remembering what he/she is told	0	1	2	3
has difficulty following directions	0	1	2	3
tends to daydream	0	1	2	3
gets confused	0	1	2	3
is forgetful	0	1	2	3
has difficulty completing tasks	0	1	2	3
has poor problem solving skills	0	1	2	3
has problems learning	0	1	2	3
has headaches	0	1	2	3
feels dizzy	0	1	2	3
has a feeling that the room is spinning	0	1	2	3
feels faint	0	1	2	3
has blurred vision	0	1	2	3
has double vision	0	1	2	3
experiences nausea	0	1	2	3
gets tired a lot	0	1	2	3
gets tired easily	0	1	2	3

**Total number of symptoms** (Maximum possible 20) \_\_\_\_\_

**Symptom severity score** (Maximum possible 20x3 = 60) \_\_\_\_\_

Do the symptoms get worse with physical activity?  Y  N

Do the symptoms get worse with mental activity?  Y  N

parent self rated     clinician interview     parent self rated and clinician monitored

**Overall rating for parent/teacher/coach/carer to answer.**

How different is the child acting compared to his/her usual self?

Please circle one response:

no different     very different     unsure     N/A

Name of person completing Parent-report: \_\_\_\_\_

Relationship to child of person completing Parent-report: \_\_\_\_\_

Scoring on the ChildSCAT3 should not be used as a stand-alone method to diagnose concussion, measure recovery or make decisions about an athlete's readiness to return to competition after concussion.

**COGNITIVE & PHYSICAL EVALUATION**

**5 Cognitive assessment**

**Standardized Assessment of Concussion – Child Version (SAC-C)<sup>4</sup>**

Orientation (1 point for each correct answer)

What month is it?	0	1
What is the date today?	0	1
What is the day of the week?	0	1
What year is it?	0	1

**Orientation score** \_\_\_\_\_ of 4

**Immediate memory**

List	Trial 1	Trial 2	Trial 3	Alternative word list					
elbow	0	1	0	1	candle	baby	finger		
apple	0	1	0	1	0	1	paper	monkey	penry
carpet	0	1	0	1	0	1	sugar	perfume	blanket
saddle	0	1	0	1	0	1	sandwich	sunset	lemon
bubble	0	1	0	1	0	1	wagon	iron	insect

**Total** \_\_\_\_\_

**Immediate memory score total** \_\_\_\_\_ of 15

**Concentration: Digits Backward**

List	Trial 1	Alternative digit list			
6-2	0	1	5-2	4-1	4-9
4-9-3	0	1	6-2-9	5-2-6	4-1-5
3-8-1-4	0	1	3-2-7-9	1-7-9-5	4-9-6-8
6-2-9-7-1	0	1	1-5-2-8-6	3-8-5-2-7	6-1-8-4-3
7-1-8-4-6-2	0	1	5-3-9-1-4-8	8-3-1-9-6-4	7-2-4-8-5-6

**Total of 5** \_\_\_\_\_

**Concentration: Days in Reverse Order** (1 pt. for entire sequence correct)

Sunday-Saturday-Friday-Thursday-Wednesday-Tuesday-Monday	0	1
--	---	---

**Concentration score** \_\_\_\_\_ of 6

**6 Neck Examination:**

Range of motion \_\_\_\_\_ Tenderness \_\_\_\_\_ Upper and lower limb sensation & strength \_\_\_\_\_

**Findings:** \_\_\_\_\_

**7 Balance examination**

Do one or both of the following tests.

Footwear (shoes, barefoot, braces, tape, etc.) \_\_\_\_\_

**Modified Balance Error Scoring System (BESS) testing<sup>4</sup>**

Which foot was tested (i.e. which is the **non-dominant** foot)  Left  Right

Testing surface (hard floor, field, etc.) \_\_\_\_\_

**Condition**

Double leg stance: \_\_\_\_\_ Errors

Tandem stance (non-dominant foot at back): \_\_\_\_\_ Errors

**Tandem gait<sup>4</sup>**

Time taken to complete (best of 4 trials): \_\_\_\_\_ seconds

If child attempted, but unable to complete tandem gait, mark here

**8 Coordination examination**

**Upper limb coordination**

Which arm was tested:  Left  Right

**Coordination score** \_\_\_\_\_ of 1

**9 SAC Delayed Recall<sup>4</sup>**

**Delayed recall score** \_\_\_\_\_ of 5

Since signs and symptoms may evolve over time, it is important to consider repeat evaluation in the acute assessment of concussion.

## INSTRUCTIONS

Words in *italics* throughout the ChildSCAT3 are the instructions given to the child by the tester.

### Sideline Assessment – child-Maddocks Score

To be completed on the sideline/in the playground, immediately following concussion. There is no requirement to repeat these questions at follow-up.

### Symptom Scale<sup>6</sup>

In situations where the symptom scale is being completed after exercise, it should still be done in a resting state, at least 10 minutes post exercise.

#### On the day of injury

- the child is to complete the Child Report, according to how he/she feels now.

#### On all subsequent days

- the child is to complete the Child Report, according to how he/she feels today, and  
- the parent/carer is to complete the Parent Report according to how the child has been over the previous 24 hours.

### Standardized Assessment of Concussion – Child Version (SAC-C)<sup>4</sup>

#### Orientation

Ask each question on the score sheet. A correct answer for each question scores 1 point. If the child does not understand the question, gives an incorrect answer, or no answer, then the score for that question is 0 points.

#### Immediate memory

*"I am going to test your memory. I will read you a list of words and when I am done, repeat back as many words as you can remember, in any order."*

#### Trials 2&3:

*"I am going to repeat the same list again. Repeat back as many words as you can remember in any order, even if you said the word before."*

Complete all 3 trials regardless of score on trial 1 & 2. Read the words at a rate of one per second. **Score 1 pt. for each correct response.** Total score equals sum across all 3 trials. Do not inform the child that delayed recall will be tested.

#### Concentration

##### Digits backward:

*"I am going to read you a string of numbers and when I am done, you repeat them back to me backwards, in reverse order of how I read them to you. For example, if I say 7-1, you would say 1-7."*

If correct, go to next string length. If incorrect, read trial 2. **One point possible for each string length.** Stop after incorrect on both trials. The digits should be read at the rate of one per second.

#### Days in Reverse Order:

*"Now tell me the days of the week in reverse order. Start with Sunday and go backward. So you'll say Sunday, Saturday ... Go ahead"*

**1 pt. for entire sequence correct**

#### Delayed recall

The delayed recall should be performed after completion of the Balance and Coordination Examination.

*"Do you remember that list of words I read a few times earlier? Tell me as many words from the list as you can remember in any order."*

Circle each word correctly recalled. **Total score equals number of words recalled.**

### Balance examination

These instructions are to be read by the person administering the childSCAT3, and each balance task should be demonstrated to the child. The child should then be asked to copy what the examiner demonstrated.

#### Modified Balance Error Scoring System (BESS) testing<sup>3</sup>

This balance testing is based on a modified version of the Balance Error Scoring System (BESS). A stopwatch or watch with a second hand is required for this testing.

*"I am now going to test your balance. Please take your shoes off, roll up your pant legs above ankle (if applicable), and remove any ankle taping (if applicable). This test will consist of two different parts."*

##### (a) Double leg stance:

*The first stance is standing with the feet together with hands on hips and eyes closed. The child should try to maintain stability in that position for 20 seconds. You should inform the child that you will be counting the number of times the child moves out of this position. If the child stumbles out of this position, instruct him/her to open the eyes and return to the start position and continue balancing. You should start timing when the child is set and the eyes are closed.*

##### (b) Tandem stance:

*Instruct the child to stand heel-to-toe with the non-dominant foot in the back. Weight should be evenly distributed across both feet. Again, the child should try to maintain stability for 20 seconds with hands on hips and eyes closed. You should inform the child that you will be counting the number of times the child moves out of this position. If the child stumbles out of this position, instruct him/her to open the eyes and return to the start position and continue balancing. You should start timing when the child is set and the eyes are closed.*

### Balance testing – types of errors - Parts (a) and (b)

1. Hands lifted off iliac crest
2. Opening eyes
3. Step, stumble, or fall
4. Moving hip into > 30 degrees abduction
5. Lifting forefoot or heel
6. Remaining out of test position > 5 sec

Each of the 20-second trials is scored by counting the errors, or deviations from the proper stance, accumulated by the child. The examiner will begin counting errors only after the child has assumed the proper start position. **The modified BESS is calculated by adding one error point for each error during the two 20-second tests. The maximum total number of errors for any single condition is 10.** If a child commits multiple errors simultaneously, only one error is recorded but the child should quickly return to the testing position, and counting should resume once subject is set. Children who are unable to maintain the testing procedure for a minimum of **five seconds** at the start are assigned the highest possible score, ten, for that testing condition.

**OPTION:** For further assessment, the same 2 stances can be performed on a surface of medium density foam (e.g., approximately 50cmx40cmx6cm).

### Tandem Gait<sup>4,5</sup>

Use a clock (with a second hand) or stopwatch to measure the time taken to complete this task. Instruction for the examiner – **Demonstrate the following to the child:**

*The child is instructed to stand with their feet together behind a starting line (the test is best done with footwear removed). Then, they walk in a forward direction as quickly and as accurately as possible along a 38mm wide (sports tape), 3 meter line with an alternate foot heel-to-toe gait ensuring that they approximate their heel and toe on each step. Once they cross the end of the 3m line, they turn 180 degrees and return to the starting point using the same gait. A total of 4 trials are done and the best time is retained. Children fail the test if they step off the line, have a separation between their heel and toe, or if they touch or grab the examiner or an object. In this case, the time is not recorded and the trial repeated, if appropriate.*

Explain to the child that you will time how long it takes them to walk to the end of the line and back.

### Coordination examination

#### Upper limb coordination

##### Finger-to-nose (FTN) task:

The tester should demonstrate it to the child

*"I am going to test your coordination now. Please sit comfortably on the chair with your eyes open and your arm (either right or left) outstretched (shoulder flexed to 90 degrees and elbow and fingers extended). When I give a start signal, I would like you to perform five successive finger to nose repetitions using your index finger to touch the tip of the nose as quickly and as accurately as possible."*

#### Scoring: 5 correct repetitions in < 4 seconds = 1

**Note for testers:** Children fail the test if they do not touch their nose, do not fully extend their elbow or do not perform five repetitions. **Failure should be scored as 0.**

### References & Footnotes

1. This tool has been developed by a group of international experts at the 4th International Consensus meeting on Concussion in Sport held in Zurich, Switzerland in November 2012. The full details of the conference outcomes and the authors of the tool are published in *The BJSM Injury Prevention and Health Protection*, 2013, Volume 47, Issue 5. The outcome paper will also be simultaneously co-published in other leading biomedical journals with the copyright held by the Concussion in Sport Group, to allow unrestricted distribution, providing no alterations are made.
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## CHILD ATHLETE INFORMATION

Any child suspected of having a concussion should be removed from play, and then seek medical evaluation. The child **MUST NOT** return to play or sport on the same day as the suspected concussion.

### Signs to watch for

Problems could arise over the first 24–48 hours. The child should not be left alone and must go to a hospital at once if they develop any of the following:

- New Headache, or Headache gets worse
- Persistent or increasing neck pain
- Becomes drowsy or can't be woken up
- Can not recognise people or places
- Has Nausea or Vomiting
- Behaves unusually, seems confused, or is irritable
- Has any seizures (arms and/or legs jerk uncontrollably)
- Has weakness, numbness or tingling (arms, legs or face)
- Is unsteady walking or standing
- Has slurred speech
- Has difficulty understanding speech or directions

### Remember, it is better to be safe.

Always consult your doctor after a suspected concussion.

### Return to school

Concussion may impact on the child's cognitive ability to learn at school. This must be considered, and medical clearance is required before the child may return to school. **It is reasonable for a child to miss a day or two of school after concussion, but extended absence is uncommon.** In some children, a graduated return to school program will need to be developed for the child. The child will progress through the return to school program provided that there is no worsening of symptoms. If any particular activity worsens symptoms, the child will abstain from that activity until it no longer causes symptom worsening. Use of computers and internet should follow a similar graduated program, provided that it does not worsen symptoms. This program should include communication between the parents, teachers, and health professionals and will vary from child to child. The return to school program should consider:

- Extra time to complete assignments/tests
- Quiet room to complete assignments/tests
- Avoidance of noisy areas such as cafeterias, assembly halls, sporting events, music class, shop class, etc.
- Frequent breaks during class, homework, tests
- No more than one exam/day
- Shorter assignments
- Repetition/memory cues
- Use of peer helper/tutor
- Reassurance from teachers that student will be supported through recovery through accommodations, workload reduction, alternate forms of testing
- Later start times, half days, only certain classes

## CONCUSSION INJURY ADVICE FOR THE CHILD AND PARENTS / CARERS

(To be given to the **person monitoring** the concussed child)

This child has received an injury to the head. A careful medical examination has been carried out and no sign of any serious complications has been found. It is expected that recovery will be rapid, but the child will need monitoring for the next 24 hours by a responsible adult.

If you notice any change in behavior, vomiting, dizziness, worsening headache, double vision or excessive drowsiness, please call an ambulance to transport the child to hospital immediately.

### Other important points:

- Following concussion, the child should rest for at least 24 hours.
- The child should avoid any computer, internet or electronic gaming activity if these activities make symptoms worse.
- The child should not be given any medications, including pain killers, unless prescribed by a medical practitioner.
- The child must not return to school until medically cleared.
- The child must not return to sport or play until medically cleared.

Clinic phone number

The child is not to return to play or sport until he/she has successfully returned to school/learning, without worsening of symptoms. Medical clearance should be given before return to play.

If there are any doubts, management should be referred to a qualified health practitioner, expert in the management of concussion in children.

### Return to sport

There should be no return to play until the child has successfully returned to school/learning, without worsening of symptoms.

**Children must not be returned to play the same day of injury.**

When returning children to play, they should **medically cleared and then follow a stepwise supervised program**, with stages of progression.

### For example:

Rehabilitation stage	Functional exercise at each stage of rehabilitation	Objective of each stage
No activity	Physical and cognitive rest	Recovery
Light aerobic exercise	Walking, swimming or stationary cycling keeping intensity, 70 % maximum predicted heart rate. No resistance training	Increase heart rate
Sport-specific exercise	Skating drills in ice hockey, running drills in soccer. No head impact activities	Add movement
Non-contact training drills	Progression to more complex training drills, eg passing drills in football and ice hockey. May start progressive resistance training	Exercise, coordination, and cognitive load
Full contact practice	Following medical clearance participate in normal training activities	Restore confidence and assess functional skills by coaching staff
Return to play	Normal game play	

There should be approximately 24 hours (or longer) for each stage and the child should drop back to the previous asymptomatic level if any post-concussive symptoms recur. Resistance training should only be added in the later stages.

If the child is symptomatic for more than 10 days, then review by a health practitioner, expert in the management of concussion, is recommended. Medical clearance should be given before return to play.

### Notes:

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Patient's name

Date/time of injury

Date/time of medical review

Treating physician

Contact details or stamp

### Pocket CONCUSSION RECOGNITION TOOL™

To help identify concussion in children, youth and adults



#### RECOGNIZE & REMOVE

Concussion should be suspected if one or more of the following visible clues, signs, symptoms or errors in memory questions are present.

##### 1. Visible clues of suspected concussion

Any one or more of the following visual clues can indicate a possible concussion:

- Loss of consciousness or responsiveness
- Lying motionless on ground/Slow to get up
- Unsteady on feet / Balance problems or falling over/Incoordination
- Grabbing/Clutching of head
- Dazed, blank or vacant look
- Confused/Not aware of plays or events

##### 2. Signs and symptoms of suspected concussion

Presence of any one or more of the following signs & symptoms may suggest a concussion:

- Loss of consciousness
- Seizure or convulsion
- Balance problems
- Nausea or vomiting
- Drowsiness
- More emotional
- Irritability
- Sadness
- Fatigue or low energy
- Nervous or anxious
- "Don't feel right"
- Difficulty remembering
- Headache
- Dizziness
- Confusion
- Feeling slowed down
- "Pressure in head"
- Blurred vision
- Sensitivity to light
- Amnesia
- Feeling like "in a fog"
- Neck Pain
- Sensitivity to noise
- Difficulty concentrating

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#### 3. Memory function

Failure to answer any of these questions correctly may suggest a concussion.

- "What venue are we at today?"
- "Which half is it now?"
- "Who scored last in this game?"
- "What team did you play last week/game?"
- "Did your team win the last game?"

Any athlete with a suspected concussion should be IMMEDIATELY REMOVED FROM PLAY, and should not be returned to activity until they are assessed medically. Athletes with a suspected concussion should not be left alone and should not drive a motor vehicle.

It is recommended that, in all cases of suspected concussion, the player is referred to a medical professional for diagnosis and guidance as well as return to play decisions, even if the symptoms resolve.

#### RED FLAGS

If ANY of the following are reported then the player should be safely and immediately removed from the field. If no qualified medical professional is available, consider transporting by ambulance for urgent medical assessment:

- Athlete complains of neck pain
- Increasing confusion or irritability
- Repeated vomiting
- Seizure or convulsion
- Weakness or tingling/burning in arms or legs
- Deteriorating conscious state
- Severe or increasing headache
- Unusual behaviour change
- Double vision

#### Remember:

- In all cases, the basic principles of first aid (danger, response, airway, breathing, circulation) should be followed.
- Do not attempt to move the player (other than required for airway support) unless trained to do so
- Do not remove helmet (if present) unless trained to do so.

from McCrory et. al, Consensus Statement on Concussion in Sport. Br J Sports Med 47 (5), 2013

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**THE LOCATION AND ADDRESSES OF NEUROSURGICAL UNITS IN ENGLAND AND WALES PROVIDING NEUROSURGICAL SERVICES AND NEUROSURGICAL CONSULTATIONS IN CASES OF HEAD INJURY**

Department of Neurosurgery  
Newcastle General Hospital, Newcastle upon Tyne

Department of Neurosurgery  
Middlesbrough General Hospital, Middlesbrough

Department of Neurosurgery  
Leeds General Infirmary, Leeds LS1 3EX

Department of Neurosurgery  
Hull Royal Infirmary, Hull

Department of Neurosurgery  
Preston Royal Infirmary, Preston

Department of Neurosurgery  
North Manchester General Hospital, Crumpsall, Manchester

Department of Neurosurgery  
Hope Hospital, Salford, Lancs

Department of Neurosurgery  
Manchester Royal Infirmary, Oxford Road, Manchester

Department of Neurosurgery  
Walton Hospital, Liverpool

Department of Neurosurgery  
Royal Hallamshire Hospital, Sheffield

Department of Neurosurgery  
Queen's Medical Centre, Nottingham

Department of Neurosurgery  
North Staffordshire Royal Infirmary, Stoke on Trent

Department of Neurosurgery  
Queen Elizabeth Hospital, Birmingham

Department of Neurosurgery  
Midland Centre for Neurosurgery, Smethwick, West Midlands

Department of Neurosurgery  
Walsgrave Hospital, Coventry

Department of Neurosurgery  
The Radcliffe Infirmary, Oxford

Department of Neurosurgery  
Frenchay Hospital, Bristol

Department of Neurosurgery  
Heath University Hospital, Cardiff

Department of Neurosurgery  
Morrison Hospital, Swansea

Department of Neurosurgery  
Derriford Hospital, Derriford Road, Plymouth

Department of Neurosurgery  
Southampton General Hospital, Southampton



Department of Neurosurgery  
Addenbrooke's Hospital, Cambridge

Department of Neurosurgery  
St Bartholomew's Hospital, London

Department of Neurosurgery  
Atkinson Morley Hospital, Wimbledon, London

Department of Neurosurgery  
Queen's Square, London

Department of Neurosurgery  
Brook General Hospital, Shooters Hill, London SF18 4LW

Department of Neurosurgery  
Oldchurch Hospital, Romford, Essex

Department of Neurosurgery  
Charing Cross Hospital, Fulham Palace Road, London W6 8RF

Department of Neurosurgery  
Hurstwood Park Neurological Centre, Haywards Heath, West Sussex RH17 75T

**APPENDED ALSO IS A LIST OF NEUROLOGICAL SURGEONS WITH A SPECIAL INTEREST IN HEAD INJURY WHO MAY BE AVAILABLE FOR A SECOND OPINION OR SPECIAL CONSULTATION**

Mr R. Myles Gibson  
35 Park Lane, Leeds, West Yorkshire LS2 2EY  
Telephone: 01532 661998

Mr P. T. van Hille  
Leeds General Infirmary, Great George Street, Leeds, West Yorkshire LS1 3EX  
Telephone: 01532 432799

Professor Edward Hitebeock  
Midland Centre for Neurosurgery and Neurology  
Holly Lane, Smethwick, Warley, West Midlands B67 7JX  
Telephone: 0121 558 3232

Mr Brian Cummings  
Frenchay Hospital, Bristol BS16 1LE  
Telephone: 01272 565656

Mr Peter Richards  
Charing Cross Hospital, Fulham Palace Road, London W6 8RF  
Telephone: 0171 748 2040

Mr John Firth  
Queen's Medical Centre, Nottingham

Mr Peter Crawford  
Newcastle General Hospital Westgate Road, Newcastle upon Tyne NE4 6BE  
Telephone: 0191 273 8811

NOTES

## GOALPOST SAFETY GUIDELINES

Updated May 2013

The Football Association, along with the Department for Culture, Media and Sport, the Health and Safety Executive and the British Standards Institution, would like to draw your attention to the following guidelines for the safe use of goalposts.

Several serious injuries and fatalities have occurred in recent years as a result of unsafe or incorrect use of goalposts. Safety is always of paramount importance and everyone in football must play their part to prevent similar incidents occurring in the future:

1. For safety reasons goalposts of any size (including those which are portable and not installed permanently at a pitch or practice field) must always be anchored securely to the ground or have a weighted back bar.
  - Portable goalposts must be secured as per the manufacturer's instructions; this is also a requirement for the Laws of the Game.
  - Under no circumstances should children or adults be allowed to climb on, swing or play with the structure of the goalposts;
  - Particular attention is drawn to the fact that if not properly assembled and secured, portable goalposts may overturn; and
  - Regular inspections of goalposts must be carried out to check that they are properly maintained.
2. Portable goalposts should not be left in place after use. They should be either dismantled and removed to a place of secure storage, or placed together and suitable fixings applied to prevent unauthorised use at any time.
3. The use of metal cup hooks on any part of a goal frame was banned from the commencement of season 2007-08 and match officials have been instructed not to commence matches where such net fixings are evident for safety reasons. Nets may be secured by plastic fixings, arrow head shaped plastic hooks or tape and not by metal cup hooks. Any metal cup hooks should be removed and replaced. New goalposts should not be purchased if they include metal cup hooks.
4. Goalposts which are "home made" or which have been altered from their original size or construction should not be used under any circumstances as they potentially pose a serious safety risk
5. There is no BS/CEN standard for wooden goals and it is unlikely that wooden goals will pass a load or stability test. The FA recommends that wooden goals should be replaced when necessary with compliant metal, aluminium or plastic goalposts. All wooden goals previously tested by independent consultants have failed strength and stability tests.

For reference, you should note that The FA and BSI, in conjunction with the industry, have developed two standards for goalposts – BSEN 748 (2004) BS 8461:2005 +A1: 2009 and BS 8462: 2005 +A2: 2012. It is strongly recommended that you ensure that all goals purchased comply with the relevant standard. A Code of Practice BS 8461 has also been completed and copies of all of these three standards are available from the BSI.

Funding for the replacement of unsafe goals is available via the Football Foundation and eligibility criteria and further details can be obtained from their website.

The FA together with representatives from the industry, sports governing bodies and Government have prepared guidance notes for pitch users and pitch providers, which summarise the key priorities of the BSI's Code of Practice and provide further details on the information included above. These details are featured within the facilities section of The FA's website – [www.TheFA.com](http://www.TheFA.com)

**REMEMBER TO USE GOALPOSTS SAFELY AT ALL TIMES**

## GOALPOST AND PITCH SIZES

The FA receives many enquiries around pitch and goal sizes suitable for all age groups and therefore recommends the following should be applied where possible:-

Age grouping	Type	Recommended size of Goal Posts		Maximum Recommendation without runoff		Recommended size including runoff (Safety area around pitch)	
		(Height x width) ft		(Length x width) yds		(Length x width) yds	
Mini-Soccer U7/U8	5 v 5	6	12	40	30	46	36
Mini Soccer U9/U10	7 v 7	6	12	60	40	66	46
Youth U11/U12	9 v 9	7	16	80	50	86	56
Youth U13/U14	11 v 11	7*	21*	90	55	96	61
Youth U15/U16	11 v 11	8	24	100	60	106	66
Youth U17/U18	11 v 11	8	24	110	70	116	76
Over 18 Senior Ages	11 v 11	8	24	110	70	116	76

**Note:** County FAs and Leagues may have defined rules for their own competitions and reference should always be made to their handbooks for additional guidance and compliance.

The FA recommends that run-off's for natural grass pitches should be a minimum of 3 yards (or 3 metres) all around the pitch. For those clubs playing in the football pyramid the minimum safety run off is 1.83 metres (6 feet) but ideally at least 2 metres.

The run-off must be of natural grass and must not be of tarmac or concrete construction, with no barriers or obstructions evident within the run-off area. If Football Turf (3G) is to be used as a run-off, this should be constructed to meet the performance standards of full size pitches.

Where pitches neighbour others within a confined area, the minimum run-off between both pitches should ideally be 6 yards to allow for spectators watching either match.

The Laws of the Game may be modified in their application for matches for players of under 16 years of age, for women footballers, for veteran footballers (over 35 years) and for players with disabilities.

Any or all of the following modifications are permissible:-

- (a) the size of the field of play
- (b) the size, weight and material of the ball
- (c) the width between the goalposts and the height of the crossbar from the ground
- (d) the duration of the periods of play
- (e) substitutions

\* If a pitch is to be provided for U13/14 it is recommended that 7 x 21 goalposts are provided. However, it should be noted that 8 x 24 would also be acceptable as not all sites will be able to provide specifically for this age group

### THIRD GENERATION FOOTBALL TURF PITCHES (Artificial Grass)

There continues to be significant interest in the use of Third Generation Football Turf Pitches (3G) for clubs in the National League System and below.

Much of this interest, both from leagues and clubs within the non-League pyramid, seeks to understand The FA's position regarding the sanction of these pitches, particularly in FA Competitions.

Following the introduction of Football Turf Pitches (FTP's) into some FA competitions, the various FA Committees have again approved the use of such pitches in their respective competitions from season 2013/14:

- FA CUP (qualifying rounds only)
- FA Trophy
- FA Vase
- FA Youth Cup (qualifying rounds only)
- FA Women's Super League, FA Women's Premier League, FA Women's Cup and FA WSL Continental Cup
- FA Sunday Cup
- FA County Youth Cup

The use of such pitches is however dependent on compliance with conditions of use, which has been viewed by each Committee – a copy of these is available for download and should be read in association with these notes.

It has been agreed that matches for steps 3–6 of the football pyramid and FA competitions (FA Cup/ FA Youth Cup qualifying rounds only) from next season may be played on Football Turf Pitches that conform to the FIFA 1 star standard, or the equivalent International Artificial Turf Standard (IATS).

To qualify for use, the pitch must be certified annually as meeting the FIFA 1 Star standard or the equivalent International Artificial Turf Standard. The relevant certificate must be supplied to The FA and relevant competition before play is allowed.

Football Turf pitches are also allowed to be used for matches at Step 7 and Women's W2 and below, (including youth competitions) subject to the pitch meeting the correct performance criteria (relaxed from the FIFA 1 star). The test results should be submitted to the FA for verification and inclusion on the register of approved pitches. The testing requirements at this level are every 3 years and this requirement will be effective from season 2014/15.

Clubs should make their own risk assessment of whether such an installation is plausible or not given their individual circumstances. There is a risk that pitches may deteriorate over time and may not achieve the required standards at each period of retesting.

It is suggested that clubs negotiate suitable longevity warranties from the pitch manufacturers to ensure that the pitch will last in line with the club's business plan and intended usage levels. A sinking fund should be established to ensure sufficient funds are available when the surface needs replacing.

Clubs are encouraged to understand the full maintenance required, which may be necessary to validate any warranty.

The FA together with representatives from the industry have prepared information regarding the design, installation, construction, maintenance and testing of Football Turf Pitches and The FA Facilities and Investment team can also offer advice to clubs considering installation. This information can be accessed within the facilities section of The FA's website [www.TheFA.com](http://www.TheFA.com).

## GUIDANCE NOTES ON LINE MARKING OF FOOTBALL PITCHES

Various practices have been used in the past for the application of white lines to football pitches. The objectives of such practices has been to both reduce labour and materials costs whilst endeavouring to keep the lines visible for a greater length of time. Some of these practices have lead to injury and subsequent court action being taken against managers and clubs. You are therefore advised to study the following notes carefully.

### A. LEGISLATION

The main governing factors for marking out white lines are the same as that for other routine tasks in the workplace.

#### 1. Duty of Care

Under the Health & Safety at Work Act 1974 every employer has a duty of care to ensure the workplace is safe for their employees, contractors, visitors, players, and spectators.

#### 2. The Control of Substances Hazardous to Health Regulations 1994 (COSHH)

Regulations to prevent ill health from exposure to any hazardous substances present in the workplace.

#### 3. Risk Assessment

You are required to carry out assessments on all tasks carried out in the workplace in relation to the nature of hazard, worst outcome, person(s) at risk, current precautions, estimated risk and further precautions.

If all three of the above are addressed satisfactorily this will automatically govern what to use for white line marking, ensure best practice and, above all, safety.

It is the duty of all Managers to ensure that all the regulations are adhered to as they are ultimately responsible in the eyes of the law. If line marking is carried out by contractors then a specification should be drawn up to include all the safeguards outlined in these guidance notes. This could also extend to include specifying a particular product.

### B. SUITABLE LINE MARKING COMPOUNDS

#### 1. Permanent paints

Based on pigmented viscous liquid. These "paints" can be applied either in a diluted form or neat.

#### 2. Powders

There are various non-toxic whitening powders available which are based on ground natural calcium carbonate and can be used wet or dry. They are safe to use provided COSHH principles are applied. Under COSHH the user would be required to wear gloves and eye protection and to wash off any contact with the skin as a precautionary measure. Most powders are supplied in a fine form.

**Hydrated Lime (Calcium hydroxide) should never be used for line marking. It is toxic and can give rise to chemical skin burns and irritations. It can cause serious damage to the eyes and skin on contact in both its dry or wet form. Its use is not recommended under any circumstances.**

### C. USE OF HERBICIDES TO REINFORCE LINE MARKINGS

Until **The Food and Environment Protection Act, 1985 (FEPA)** was introduced many groundsmen and club members used various herbicides mixed in with whitening compounds to keep the lines in longer and more visible during the winter playing season.

It is, however, only permissible to use a herbicide which is approved for use on sports turf, and this is likely to be a total herbicide. COSHH and Risk Assessment must be carried out prior to any application. A further governing factor is that the user must have obtained his/her Certificate of Competence in Use of Pesticides (PAI, PA2A or PA6A).

Any herbicide product for line marking must be used within the conditions of approval granted under The Control of Pesticide Regulations, 1986 (COPR), and as outlined on the product label. There should be no risk to players by contact or transfer of the active herbicide to any part of the body.

The addition of herbicides to whitening materials is not a recommended practice unless carried out by a competent, certificated person.

Creosote is another compound used in the past to mark and reinforce line markings but it is not approved for use on sports turf under COPR. Its use is therefore not recommended under any circumstances.

The use of Hydrated Lime, herbicide additives and creosote can result in serious injury to players, which can ultimately lead to actions against both clubs or individuals. Play safe – use only safe and approved compounds that are currently available on the market. Do not use old compounds.

#### D. MACHINES AVAILABLE TO MARK WHITE LINES

Marking machines fall into the following categories.

##### 1. Dry Line Markers

As the name implies, these are for applying dry powder compounds.

##### 2. Pressure Pump Markers

A wheel driven pump forces marking fluid through a jet or spout directly onto the turf surface.

##### 3. Electric Pump Markers

These are battery driven to constantly maintain the required pressure and direct the liquid onto the turf surface.

##### 4. Belt Feed Markers

These have a moving belt system which conveys a continual supply of liquid onto the turf surface by contact

##### 5. Wheel Transfer Markers

These convey the liquid via rotating wheel onto a tray and then via a sponge wheel directly onto the turf surface.

All of the above markers are obtainable from most sports ground suppliers. Before purchasing any marker have a demonstration first, and ensure you get the right marker for your requirements.

#### E. USEFUL CONTACTS

Institute of Groundsmanship (Training Courses)

Tel: 01908 312511  
www.iog.org

British Agrochemical Association (Code of Practice)

Tel: 01733 349225

Health & Safety Executive.

Tel: Info line 0541 545500

HSE Books

Tel: 01787 881165

Sports Council (Health & Safety Guidance Notes)

Tel: 020 7388 1277

Suppliers of products

www.turfpages.co.uk

**F. IMPORTANT NOTE**

These notes are, intended solely to provide helpful guidance for club managers and groundsmen.

The information may vary or change from time to time, as a result of directives issued by governing bodies or government departments.

Whilst every effort has been made to ensure accuracy, the Institute of Groundsmanship cannot at any time or under any circumstances be held liable in respect of any damage or costs of any nature arising directly or indirectly from information contained herein.

**LINE MARKING****Multi-line Marking on Single Pitches**

FIFA rules stipulate (Law 1 The field of play) that where 3G Football Turf pitches are being used 11v11 adult pitch should be marked in white. Other lines are permitted provided that they are of a different colour and clearly distinguishable. The lines must be of the same width which must not be more than (12cm) 5 inches. The FA have produced guidance documents for natural and football turf pitches that include recommended colours and how pitch dimensions and layouts can be implemented. These documents are available on the FA website.

As a quick guide the following colours are recommended when marking pitches:

Red	Mini Soccer U7 & U8 (5v5)
Yellow	Mini Soccer U9 & U10 (7v7)
Blue	U11 & U12 (9v9)
White	other age groups & adult (11v11)



## RESPECT

**Respect** is The FA's response to a clear message from throughout the game that the health of football depends upon high standards of behaviour on and off the pitch.

- **Respect** is a behavioural code for Football
- **Respect** is about recognising that the integrity of the game is more important than the result of the match
- **Respect** is about creating an understanding of what is acceptable and unacceptable behaviour in Football
- **Respect** is about those involved taking responsibility for the consequences of their own actions
- **Respect** is about supporting match officials to do their job. Without them we don't have a game
- **Respect** is not a slogan. It is a collective responsibility of those involved in football to create a fair, safe and enjoyable environment in which the game can take place.

The following **Respect** Codes of Conduct outline the types of behaviour that will support a fair, safe and enjoyable game in this country. They also identify a range of sanctions which may be taken if these codes are not abided by.

### YOUNG PLAYERS – RESPECT CODE OF CONDUCT

When playing football, I will:

- Always play to the best of my ability and for the benefit of my team
- Play fairly – I won't cheat, dive, complain or waste time.
- Respect my team-mates, the other team, the referee or my coach/team manager.
- Play by the rules, as directed by the referee
- Be gracious in victory and defeat – I will shake hands with the other team and referee at the end of the game
- Listen and respond to what my coach/team manager tells me
- Understand that a coach/team manager has to do what is best for the team and not one individual player
- Talk to someone I trust or the club welfare officer if I'm unhappy about anything at my club.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may:

- Be required to apologise to my team-mates, the other team, referee or team manager
- Receive a formal warning from the coach/team manager or the club committee
- Be dropped or substituted
- Be suspended from training
- Be required to leave the club

In addition:

- My club, County FA or The FA may make my parent or carer aware of any infringements of the Code of Conduct
- The FA/County FA could impose a fine and suspension against my club

## SPECTATORS – RESPECT CODE OF CONDUCT

We all bear a collective responsibility to set a good example and help provide a positive environment in which children can learn and enjoy the game.

Play your part and observe The FA's Respect Code of Conduct for spectators at all times

I will:

- Remember that children play for FUN.
- Applaud effort and good play as well as success.
- Respect the Referee's decisions even when you don't agree with them
- Appreciate good play from whatever team it comes from
- Remain behind the touchline and within the Designated Spectators' Area (where provided)
- Let the coach do their job and not confuse the players by telling them what to do
- Encourage the players to respect the opposition, referee and match officials
- Support positively. When players make a mistake offer them encouragement not criticism
- Never engage in, or tolerate, offensive, insulting, or abusive language or behaviour

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may be:

- Issued with a verbal warning from a club or league official
- Required to meet with the club, league or CFA Welfare Officer
- Required to meet with the club committee
- Obligated to undertake an FA education course
- Obligated to leave the match venue by the club
- Requested by the club not to attend future games
- Suspended or have my club membership removed
- Required to leave the club along with any dependents

In addition:

- The FA/County FA could impose a fine and/or suspension on the club

## COACHES, TEAM MANAGERS AND CLUB OFFICIALS – RESPECT CODE OF CONDUCT

We all bear a collective responsibility to set a good example and help provide a positive environment in which children can learn and enjoy the game. Play your part and observe The FA's Respect Code of Conduct at all times.

On and off the field, I will:

- Use my position to set a positive example for the young people I am responsible for
- Show respect to others involved in the game including match officials, opposition players, coaches, managers, officials and spectators
- Adhere to the laws and spirit of the game
- Promote Fair Play and high standards of behaviour
- Respect the match official's decision
- Never enter the field of play without the referee's permission
- Never engage in, or tolerate, offensive, insulting or abusive language or behaviour
- Be gracious in victory and defeat

When working with players, I will:

- Place the well-being, safety and enjoyment of each player above everything, including winning
- Never engage in or tolerate any form of bullying
- Encourage each player to accept responsibility for their own behaviour and performance
- Ensure all activities I organise are appropriate for the players' ability level, age and maturity
- Co-operate fully with others in football (e.g. officials, doctors, physiotherapists, welfare officers) for each player's best interests

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may be:

- Required to meet with the club, league or County Welfare Officer
- Suspended by the club from attending matches
- Suspended or fined by the County FA
- Required to leave or be sacked by the club

In addition:

- My FA Coaching Licence may be withdrawn

## **MATCH OFFICIALS**

We all have a responsibility to promote high standards of behaviour in the game.

The behaviour of the match officials has an impact, directly and indirectly, on the conduct of everyone involved in the game – both on the pitch and on the sidelines.

Play your part and observe The FA's Respect Code of Conduct of match officials at all time.

I will:

- Be honest and completely impartial at all times
- Apply the Laws of the Game and competition rules fairly and consistently
- Manage the game in a positive, calm and confident manner
- Deal with all instances of violence, aggression, unsporting behaviour, foul play and other misconduct
- Never tolerate offensive, insulting or abusive language or behaviour from players and officials
- Support my match official colleagues at all times
- Set a positive personal example by promoting good behaviour and showing respect to everyone involved in the game
- Communicate with the players and encourage fair play
- Respond in a clear, calm and confident manner to any appropriate request for clarification by the team captains
- Prepare physically and mentally for every match
- Complete and submit, accurate and concise reports within the time limit required for games in which I officiate.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my County FA or The FA:

I may be:

- Required to meet with The FA/County FA Refereeing Official
- Required to meet with The FA/County FA Referees Committee

## ADULT PLAYERS

We all have a responsibility to promote high standards of behaviour in the game

Play your part and observe The FA's Respect Code of Conduct for players at all times.

On and off the field, I will:

- Adhere to the Laws of The Game
- Display and promote high standards of behaviour
- Promote Fair Play
- Always respect the match official's decisions
- Never engage in public criticism of the match officials
- Never engage in offensive, insulting or abusive language or behaviour
- Never engage in bullying, intimidation or harassment
- Speak to my team-mates, the opposition and my coach/manager with respect.
- Remember we all make mistakes.
- Win or lose with dignity. Shake hands with the opposing team and the referee at the end of every game.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may:

- Be required to apologise to team-mates, the other team, referee or team manager
- Receive a warning from the coach
- Receive a written warning from the club committee
- Be required to attend an FA education course
- Be dropped or substituted
- Be suspended from training
- Not be selected for the team
- Be required to serve a suspension
- Be fined
- Be required to leave the club

In addition:

- The FA/County FA could impose a fine and/or suspension on the club

**DIRECTORY OF COUNTY AND AFFILIATED ASSOCIATIONS**

AMATEUR FOOTBALL ALLIANCE	Mike Brown, Unit 3, 7 Wenlock Road, London N1 7SL.
ARMY	Major Billy Thomson, Ministry of Defence (ASCB), MacKenzie Building, Fox Lines, Queens Avenue, Aldershot, Hampshire GU11 2LB.
BEDFORDSHIRE	Keith Stroud, Century House, Skimpot Road, Dunstable, Bedfordshire LU5 4JU.
BERKS & BUCKS	Liz Verrall, 15a London Street, Faringdon, Oxon SN7 7HD.
BIRMINGHAM	Mike Pennick, Ray Hall Lane, Great Barr, Birmingham B43 6JF.
CAMBRIDGESHIRE	Chris Pringle, Bridge Road, Impington, Cambs. CB24 9PH.
CAMBRIDGE UNIVERSITY	Dr John Little, St Catharine's College, Cambridge CB2 1RL.
CHESHIRE	Simon Gerrard, Hartford House, Hartford Moss Rec. Centre, Moss Lane, Northwich, Cheshire CW8 4BG.
CORNWALL	Dawn Aberdeen, Kernow House, 15 Callywith Gate, Launceston Road, Bodmin, Cornwall PL31 2RQ.
CUMBERLAND	Ben Snowdon, 17 Oxford Street, Workington, Cumbria CA14 2AL.
DERBYSHIRE	Dawn Heron, Units 8-9, Stadium Business Court, Millennium Way, Pride Park, Derby DE24 8HZ.
DEVON	Paul Morrison, Coach Road, Newton Abbot, Devon TQ12 1EJ.
DORSET	Mrs Sue Hough, County Ground, Blandford Close, Hamworthy, Poole BH15 4BF.
DURHAM	John Topping, Codeslaw, Riverside South, Chester-Le-Street, Co. Durham DH3 3SJ.
EAST RIDING	Adam Lowthorpe, Roy West Centre, 220 Inglemire Lane, Hull HU6 7TS.
ENGLISH SCHOOLS	John Read, 4 Parker Court, Staffordshire Technology Park, Stafford ST18 0WP.
ESSEX	Phil Sammons, County Office, Springfield Lyons Approach, Springfield, Chelmsford, Essex CM2 5EY.
GLOUCESTERSHIRE	David Neale, Oaklands Park, Almondsbury, Bristol BS32 4AG.
GUERNSEY	Gary Roberts, Corbet Field, Grand Fort Road, St. Sampson's, Guernsey GY2 4FG.
HAMPSHIRE	Neil Cassar, Winklebury Football Complex, Winklebury Way, Basingstoke RG23 8BF.
HEREFORDSHIRE	Jim Lambert, County Ground, Widemarsh Common, Hereford HR4 9NA.
HERTFORDSHIRE	Nick Perchard, County Ground, Baldock Road, Letchworth, Hertfordshire SG6 2EN.
HUNTINGDONSHIRE	Mark Frost, Cromwell Chambers, 8 St Johns Street, Huntingdon, Cambridgeshire PE29 3DD.
INDEPENDENT SCHOOLS	David Elleray, 77 Woodfield Road, Shrewsbury, Shropshire SY3 8HU.
ISLE OF MAN	Frank Stennett, The Bowl, Douglas, Isle of Man IM2 1AD.
JERSEY	Dave Brookland, Springfield Stadium, St Helier, Jersey JE2 4LF.

KENT	Paul Dolan, Invicta House, Cobdown Park, London Road, Ditton, Nr Aylesford, Kent ME20 6DQ.
LANCASHIRE	David Burgess, County Ground, Thurston Road, Leyland, Preston PR25 2LF.
LEICESTERSHIRE & RUTLAND	Gareth Roberts, Holmes Park, Dog & Gun Lane, Whetstone, Leicestershire LE8 6FA.
LINCOLNSHIRE	John Griffin, Deepdale Enterprise Park, Deepdale Lane, Nettleham, Lincoln LN2 2LL.
LIVERPOOL	David Pugh, Walton Hall Park, Walton Hall Avenue, Liverpool L4 9XP.
LONDON	David Fowkes, 11 Hurlingham Business Park, Sullivan Road, Fulham, London SW6 3DU.
MANCHESTER	Colin Bridgford, Manchester Communication Academy, Silchester Drive, Manchester M40 8NT.
MIDDLESEX	Peter Clayton, 39 Roxborough Road, Harrow, Middlesex HA1 1NS.
NORFOLK	Shaun Turner JP, 11 Meridian Way, Thorpe St Andrew, Norwich NR7 0TA.
NORTHAMPTONSHIRE	Kevin Shoemake, 9 Duncan Close, Red House Square, Moulton Park, Northampton NN3 6WL.
NORTH RIDING	Tom Radigan, Broughton Road, Stokesley, Middlesbrough TS9 5NY.
NORTHUMBERLAND	Rowland Maughan, Whitley Park, Whitley Road, Newcastle upon Tyne NE12 9FA.
NOTTINGHAMSHIRE	Elaine Oram, Unit 6b, Chetwynd Business Park, Chilwell, Notts NG9 6RZ.
OXFORD UNIVERSITY	Richard Tur, Oriel College, Oriel Square, Oxford OX1 4EW.
OXFORDSHIRE	Ian Mason, Unit 3, Witan Park, Avenue 2, Station Lane, Witney, Oxon OX28 4FH.
ROYAL AIR FORCE	Vince Williams, Football Liaison Officer, RAF Brize Norton, Carterton, Oxon OX18 3LX.
ROYAL NAVY	Lt Cdr Steve Vasey, HMS Temeraire, Burnaby Road, Portsmouth, Hampshire PO1 2HB.
SHEFFIELD & HALLAMSHIRE	Roger Reade, Clegg House, 69 Cornish Place, Cornish Street, Shalesmoor, Sheffield S6 3AF.
SHROPSHIRE	Roy Waterfield, The New Stadium, Oteley Road, Shrewsbury, Shropshire SY2 6ST.
SOMERSET	Jon Pike, Charles Lewin House, Unit 10, Landmark House, Wirral Business Park, Glastonbury BA6 9FR.
STAFFORDSHIRE	Brian Adshead, Dyson Court, Staffordshire Technology Park, Beaconside, Stafford ST18 0LQ.
SUFFOLK	Phil Knight, The Buntings, Cedars Park, Stowmarket, Suffolk IP14 5GZ.
SURREY	Ray Ward, Connaught House, 36 Bridge Street, Leatherhead, Surrey KT22 8BZ.
SUSSEX	Ken Benham, Culver Road, Lancing, W Sussex BN15 9AX.

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WESTMORLAND	Peter Ducksbury, 35-37 Appleby Road, Kendal, Cumbria LA9 6ET.
WEST RIDING	Hannah Simpson, Fleet Lane, Woodlesford, Oulton, Leeds LS26 8NX.
WILTSHIRE	TBC, Units 2/3, Dorcan Business Village, Murdock Road, Dorcan, Swindon SN3 5HY.
WOMEN'S FOOTBALL CONFERENCE	Mike Appleby, Wembley Stadium, PO Box 1966, London SW1P 9EQ.
WORCESTERSHIRE	Nichola Trigg, Craftsman House, De Salis Drive, Hampton Lovett Industrial Estate, Droitwich, Worcestershire WR9 0QE.

Note: County Associations' website addresses are in the [www.LondonFA.com](http://www.LondonFA.com) format.  
 Email addresses are in the [Info@LondonFA.com](mailto:Info@LondonFA.com) format.

**CLUBS IN FULL MEMBERSHIP**

Number on left indicates Division.

<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
8 Abingdon Town	Abingdon Town Football Club	Unincorporated
7 AFC Sudbury	AFC Sudbury Limited	500191
10 AFC Wimbledon	AFC Wimbledon Limited	4458490
9 Aldershot Town	Aldershot Town F.C. (1992) Limited	2711473
3 Altrincham	Altrincham Association Football Club Limited	176333
1 Annfield Plain	Annfield Plain Association Football Club	Unincorporated
7 Arsenal	The Arsenal Football Club Public Limited Company	109244
1 Ashington	Ashington Football Club	Unincorporated
4 Aston Villa	Aston Villa FC Limited	2502822
7 Aveyley	Aveyley Football Club	Unincorporated
4 Banbury United	Banbury United Development Limited	3201198
9 Barnet	Barnet Football Club Limited	1239681
5 Barnsley	The Barnsley Football Club 2002 Limited	4573250
6 Basford United	Basford United Football Club Limited	1583574
9 Basingstoke Town	Basingstoke Town Limited	4259233
8 Bath City	Bath City Football Club Limited	176565
6 Bedford Town	Bedford Town Football Club Limited	4098641
8 Bideford	Bideford AFC (1987) Limited	2113750
7 Billericay Town	Billericay Town Football Club Limited	4172587
1 Billingham Synthonia	Billingham Synthonia Football Club	Unincorporated
4 Birmingham City	Birmingham City Football Club Plc	27318
1 Bishop Auckland	Bishop Auckland Football Club Limited	3373384
9 Bishop's Cleeve	Bishop's Cleeve Football Club Limited	2489097
2 Blackburn Rovers	The Blackburn Rovers Football and Athletic Plc	53482
2 Blackpool	The Blackpool Football Club Limited	48409
1 Blyth Spartans	Blyth Spartans Association Football Club Limited	409564
10 Bognor Regis Town	Bognor Regis Town Football Club	Unincorporated
2 Bolton Wanderers	The Bolton Wanderers Football and Athletic Company Limited	43026
9 Boreham Wood	Boreham Wood Football Club Limited	2533129
5 Bradford City	Bradford City Football Club Limited	5102915
7 Braintree Town	Braintree Town Football Club Limited	2050949
7 Brentford	Brentford FC Limited	3642327
10 Brighton & Hove Albion	The Brighton & Hove Albion Football Club Limited	81077
8 Bristol City	Bristol City Football Club Limited	3230871
8 Bristol Rovers	Bristol Rovers Football Club Limited	51828
10 Bromley	Bromley F. C. (95) Limited	3060560
2 Burnley	The Burnley Football and Athletic Company Limited	54222
4 Burton Albion	The Albion Football Club (Burton on Trent) Limited	488096
2 Bury	Bury Football Club Company Limited	53268



<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
5 Buxton	Buxton Football Club Limited	2823127
7 Cambridge City	Cambridge City Football Club Limited	1128850
7 Cambridge United	Cambridge United Football Club Limited	482197
2 Carlisle United	Carlisle United Association Football Club (1921) Limited	175280
6 Carlton Town	Carlton Town Football Club	Unincorporated
10 Charlton Athletic	Charlton Athletic Football Company Limited	1788466
7 Chelmsford City	The Supporters of Chelmsford City Football Club Limited	2957198
7 Chelsea	Chelsea Football Club Limited	1965149
8 Cheltenham Town	Cheltenham Town Association Football Club Limited	324807
9 Chesham United	Chesham United Association Football Club Limited	1017530
5 Chesterfield	CFC 2001 Ltd	4273743
2 Chorley	Chorley Football Club Limited	2959001
9 Civil Service	Civil Service Football Club	Unincorporated
7 Colchester United	Colchester United Football Club Limited	2705301
1 Consett	Consett Association Football Club	Unincorporated
6 Corby Town	Corby Town Football Club (1993) Limited	2779837
10 Corinthian Casuals	Corinthian Casuals Football Club	Unincorporated
4 Coventry City	Coventry City Football Club Limited	3056875
3 Crewe Alexandra	The Crewe Alexandra Football Club Company Ltd	62367
1 Crook Town	Crook Town A.F.C.	Unincorporated
10 Croydon	Croydon Football Club Limited	7739066
10 Crystal Palace	CPFC Limited	7270793
7 Dagenham & Redbridge	Dagenham and Redbridge Football Club Limited	6134948
10 Dartford	Dartford F. C. (1992) Limited	2768338
5 Derby County	The Derby County Football Club Limited	49139
5 Doncaster Rovers	Patienceform Limited	3739676
8 Dorchester Town	Dorchester Town Football Club Limited	1396477
10 Dover Athletic	Dover Athletic Football Club Limited	1747066
2 Droylsden	Droylsden Football Club Limited	1220282
10 Dulwich Hamlet	Dulwich Hamlet Football Club Limited	2840930
8 Eastleigh	Eastleigh Football Club Limited	5488155
6 Eastwood Town	Eastwood Town FC Limited	6705089
10 Ebbsfleet United	Ebbsfleet United Football Club Limited	412018
10 Erith and Belvedere	Erith and Belvedere Football Club Limited	509305
3 Everton	The Everton Football Club Company Limited	36624
8 Exeter City	Exeter City A.F.C. Limited	97808
8 Fareham Town	Fareham Town Football Club Limited	2692347
8 Forest Green Rovers	Forest Green Rovers Football Club Limited	6748691
5 Frickley Athletic	Frickley Athletic Football Club Limited	4932518
7 Fulham	Fulham Football Club Limited	2114486
6 Gainsborough Trinity	Gainsborough Trinity Football Club Limited	1004070

<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
1 Gateshead	Gateshead Football Club Limited	1329847
10 Gillingham	Gillingham Football Club Plc	39175
5 Glossop North End	Glossop North End Association Football Club Limited	2667422
8 Gloucester City	Gloucester City Association Football Club (1980) Limited	1479143
7 Gorleston	Gorleston Football & Social Club	Unincorporated
6 Grantham Town	Grantham Town Football Club Limited	294783
7 Grays Athletic	Grays Athletic Football Club (1982) Limited	1651326
7 Great Yarmouth Town	Great Yarmouth Town Football Club	Unincorporated
6 Grimsby Town	Grimsby Town Football Club Plc	34760
9 Harrow Borough	Harrow Borough Football Club Limited	334042
1 Hartlepool United	Hartlepool United Football Club Limited	98191
7 Harwich & Parkeston	Harwich and Parkeston Football Club	Unincorporated
9 Hayes & Yeading United	Hayes & Yeading United F.C. Ltd	539373
9 Hemel Hempstead Town	H.H.F.C. Management Services Limited	3419065
9 Hendon	Hendon Football Club (2008) Limited	6732554
4 Hereford United	Hereford United Football Club (1939) Limited	355272
9 Hitchin Town	Hitchin Town Football Club Limited	3210431
1 Horden Colliery Welfare	Horden Colliery Welfare Association Football Club	Unincorporated
5 Huddersfield Town	The Huddersfield Town Association Football Club Limited	1771361
5 Hull City	Hull City Tigers Limited	4032392
3 Hyde	Hyde United Association Football Club Limited	414978
7 Ipswich Town	Ipswich Town Football Club Company Limited	315421
6 Kettering Town	Kettering Town F. C. Management Ltd	2267071
4 Kidderminster Harriers	Kidderminster Harriers Football Club Limited	484523
10 Kingstonian	Kingstonian FC Ltd	4480694
10 Leatherhead	Leatherhead Football Club Limited	3067144
5 Leeds United	Leeds United Football Club Limited	6233875
3 Leek Town	Leek Town Football Club Limited	1297305
6 Leicester City	Leicester City Football Club Limited	4593477
7 Leyton Orient	Leyton Orient Football Club Limited	88982
6 Lincoln City	Lincoln City Football Club Company Limited	45611
3 Liverpool	The Liverpool Football Club & Athletic Grounds Limited	35668
7 Lowestoft Town	Lowestoft Town Football Club	Unincorporated
3 Macclesfield Town	Macclesfield Town Football Club Limited	415853
9 Maidenhead United	Maidenhead United FC Ltd	5691046
2 Manchester City	Manchester City Football Club Limited	40946
2 Manchester United	Manchester United Football Club Limited	95489
6 Mansfield Town	Mansfield Town Football Club Limited	181839
6 March Town United	March Town United Football Club Limited	475040
10 Margate	Margate Football Club Limited	1359836

<u>Club Playing Name</u>	<u>Entitu Name</u>	<u>Company No.</u>
3 Marine	Marine Association Football Club	Unincorporated
9 Marlow	Marlow Football Club Limited	3525157
5 Matlock Town	Matlock Town Football Club	Unincorporated
10 Metropolitan Police	Metropolitan Police Football Club	Unincorporated
1 Middlesbrough	Middlesbrough Football & Athletic Company (1986) Limited	1947851
9 Middlesex Wanderers	Middlesex Wanderers Association Football Club	Unincorporated
7 Millwall	Millwall Football & Athletic Company (1985) PLC	1924222
6 Milton Keynes Dons	Milton Keynes Dons Limited	4787003
2 Morecambe	Morecambe Football Club Limited	224792
3 Mossley	Mossley AFC Limited	2975261
1 Murton	Murton Association Football Club	Unincorporated
3 Nantwich Town	Nantwich Town Football Club Limited	07328670
1 Newcastle United	The Newcastle United Football Company Limited	31014
6 Northampton Town	The Northampton Town Football Club Limited	183917
7 Norwich City	Norwich City Football Club PLC	154044
6 Nottingham Forest	Nottingham Forest Football Club Limited	1630402
6 Notts County	Blenheim 1862 Limited	4789632
2 Oldham Athletic	Oldham Athletic (2004) Association Football Club Limited	4989487
8 Oxford City	Oxford City Football Club (Trading) Limited	3127905
8 Oxford United	Oxford United Football Club Limited	470509
2 Penrith AFC	Penrith Town Football Club	Unincorporated
6 Peterborough United	Peterborough United Football Club Limited	290803
8 Plymouth Argyle	Plymouth Argyle Football Company Limited	07796376
9 Polytechnic	Polytechnic Football Club	Unincorporated
8 Poole Town	Poole Town Football Club (1991) Limited	2609998
4 Port Vale	Port Vale (Valiant 2001) Football Club Limited	4669703
2 Preston North End	Preston North End Football Club Limited	39494
7 Queens Park Rangers	The Queens Park Rangers Football & Athletic Club Limited	60094
9 Reading	The Reading Football Club Limited	53703
10 Redhill	Redhill Football Club	Unincorporated
2 Rochdale	The Rochdale Association Football Club Limited	111019
8 Salisbury City	Salisbury City Football Club Limited	4374422
6 Scunthorpe United	Scunthorpe United Football Club Limited	123622
1 Shankhouse	Shankhouse Football Club	Unincorporated
5 Sheffield	Sheffield F.C. The Oldest Football Club in the World Est. 1857 Ltd	3088676
5 Sheffield United	The Sheffield United Football Club Limited	61564
5 Sheffield Wednesday	Sheffield Wednesday Football Club Limited	2509978
1 Shildon	The Shildon Association Football Club Limited	103858
4 Shrewsbury Town	Shrewsbury Town Football Club PLC	315587

<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
4 Solihull Moors	Solihull Moors Football Club Limited	6045572
8 Southampton	Southampton Football Club Limited	53301
7 Southend United	The Southend United Football Club Limited	89767
3 Southport	Pinewise Limited	1486711
1 Spennymoor Town	Spennymoor Town FC Limited	5002706
9 St Albans City	St. Albans City Football and Athletic Club Limited	1922742
4 Stafford Rangers	Stafford Rangers Football Club Limited	168812
10 Staines Town	Staines Town Football Club Ltd	3533349
3 Stalybridge Celtic	The Stalybridge Celtic Football Club Limited	292254
4 Stoke City	Stoke City Football Club Limited	99885
4 Stourbridge	Stourbridge Football Club Limited	07650054
1 Sunderland	The Sunderland Association Football Club Limited	49116
10 Sutton United	Sutton United Football Club Limited	519334
8 Swindon Town	Swindon Town Football Company Limited	53100
7 Tilbury	Tilbury Football Club Limited	3966133
10 Tooting & Mitcham United	Tooting & Mitcham Sports & Leisure Limited	4114467
8 Torquay United	Torquay United Association Football Club Limited	175954
7 Tottenham Hotspur	Tottenham Hotspur Football & Athletic Co. Ltd	57186
1 Tow Law Town	Tow Law Town Football Club	Unincorporated
3 Tranmere Rovers	Tranmere Rovers Football Club Limited	118587
9 Uxbridge	Uxbridge Football Club	Unincorporated
5 Wakefield	Wakefield Football Club Limited	4221196
4 Walsall	The Walsall Football Club Limited	171970
9 Watford	The Watford Association Football Club Limited	104194
9 Wealdstone	Wealdstone Football Club (2000) Limited	3953962
1 West Auckland Town	West Auckland Town AFC	Unincorporated
4 West Bromwich Albion	West Bromwich Albion Football Club Limited	3295063
7 West Ham United	West Ham United Football Club Limited	66516
8 Weymouth	Weymouth Football Club Limited	199734
1 Whitby Town	Whitby Town Football Club	Unincorporated
1 Whitley Bay	Whitley Bay Football Club Limited	610374
10 Whitstable Town	Whitstable Town Football Club	Unincorporated
2 Wigan Athletic	Wigan Athletic A. F. C. Limited	270043
1 Willington	Willington Association Football Club	Unincorporated
8 Winchester City	Winchester City Football Club	Unincorporated
9 Wingate & Finchley	Wingate & Finchley Football Development Limited	6014465
3 Winsford United	Winsford United Football Club Limited	435726
6 Wisbech Town	Wisbech Town Football Club Limited	304339
3 Witton Albion	Witton Albion Football Club Limited	881890
10 Woking	Woking Football Club Limited	3329172
8 Wokingham & Emmbrook	Wokingham Town Football Club Limited	2392653
4 Wolverhampton Wanderers	Wolverhampton Wanderers Football Club (1986) Limited	1989823

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<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
4 Worcester City	Worcester City Football Club Limited	232010
2 Workington	Workington Association Football Club Limited	176420
10 Worthing	Worthing Football Club Limited	2729719
9 Wycombe Wanderers	Wycombe Wanderers Football Club PLC	5132509
8 Yeovil Town	The Yeovil Football & Athletic Club Limited	189754
5 York City	York City Football Club Limited	4689338
5 Yorkshire Amateur	Yorkshire Amateur Association Football Club	Unincorporated

## CLUBS IN ASSOCIATE MEMBERSHIP

<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
Accrington Stanley	Accrington Stanley Football Club Limited	1287721
Alfreton Town	Alfreton Town Football Club Limited	2011224
Amersham Town	Amersham Town Football Club	Unincorporated
Anstey Nomads	Anstey Nomads Football Club	Unincorporated
Bamber Bridge	Bamber Bridge Football Club	Unincorporated
Barrow AFC	Barrow AFC Limited	3715690
Barton Rovers	Barton Rovers Football Club	Unincorporated
Basildon United	Basildon United Football, Sports & Leisure Limited	4293804
Boston Town	Boston Phoenix Football Club Limited	2294920
Buckingham Town	Ford Meadow Club	Unincorporated
Burscough	Burscough Football Club Limited	3998165
Bury Town	Bury Town Football Club (1995) Limited	3072392
Cheshunt	Cheshunt Sports & Leisure Limited	7532736
Chippenham Town	Chippenham Town Football Club Limited	4599480
Congleton Town	Congleton Town Limited	2913903
Crawley Town	Crawley Town Football & Social Club Ltd	3858150
Cray Wanderers	Cray Wanderers Football Club Limited	5228510
Curzon Ashton	Curzon Ashton Football Club Limited	IP 29461R
Deal Town	Deal Town Football Club (2001) Limited	4214651
Desborough Town	Desborough Town Football Club	Unincorporated
Dudley Town	Dudley Town Football Club	Unincorporated
Durham City	Durham City Association Football Club Limited	4483009
Easington Colliery	Easington Colliery AFC	Unincorporated
Eastbourne Borough	Eastbourne Borough Football Club CIC	06658232
Eastbourne Town	Eastbourne Town Football Club	Unincorporated
Eastbourne United	Eastbourne United Football Club	Unincorporated
Ely City	Ely City Football Club Limited	1938033
Gosport Borough	Gosport Borough Football Club	Unincorporated
Guisborough Town	Guisborough Town Football Club	Unincorporated
Guiseley	Guiseley Association Football Club Limited	2629783
Halesowen Town	Halesowen Town Football Club 1873 Limited	07012137
Hampton & Richmond Borough	Hampton and Richmond Borough Football Club Limited	3399857
Harrogate Town	Harrogate Town AFC Limited	2523873
Heanor Town	H.T.F.C. (1986) Limited	2049395
Hednesford Town	Hednesford Town FC Limited	5797992
Hertford Town	Hertford Town Football Club	Unincorporated
Heybridge Swifts	Heybridge Swifts Football Club	Unincorporated
Highgate United	Highgate United Football Club (Birmingham) Limited	781395
Hinckley United	Hinckley United Football Club Limited	458117

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<u>Club Playing Name</u>	<u>Entity Name</u>	<u>Company No.</u>
Histon	Histon Football Club Limited	05694326
Hoddesdon Town	Hoddesdon Town Football Club	Unincorporated
Holbeach United	Holbeach United Football Club	Unincorporated
Horsham	Horsham Football Club Limited	1494925
Kendal Town	Kendal Town Football Club	Unincorporated
Leamington	Leamington Football Club Limited	1756713
Lincoln United	Lincoln United Football Club	Unincorporated
Mangotsfield United	Mangotsfield United Football Club Limited	4135426
Newport IW	Newport (IW) Football Club Limited	3454393
Rotherham United	Rotherham United Football Club (RUFC) Limited	6550400
Rugby Town	Valley Sports Rugby Association Football Club Limited	2843062
Skegness Town	Skegness Town Association Football Club	Unincorporated
Spalding United	Spalding United Football Club Limited	3444686
Stamford	Stamford Association Football Club Limited	453270
Sutton Coldfield Town	Sutton Coldfield Town Football Club	Unincorporated
Swanage Town & Herston	Swanage Town & Herston Football Club	Unincorporated
Taunton Town	Taunton Town Football Club Limited	1582031
Thurrock	Purfleet Football Club Limited	3178069
Ware	Ware Football Club	Unincorporated
Welling United	Welling United Football Club CIC	8055420
Welton Rovers	Welton Rovers Football Club Limited	866849
Wembley	Wembley Football Club Limited	2530452
Worksop Town	Worksop Town FC Limited	6188484

NOTES



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# **THE FA HANDBOOK** Season 2013-2014