

## **RULES OF THE DURNING LAWRENCE CHARITY CUP**

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# **RULES OF THE DURNING LAWRENCE CHARITY CUP**

## **Governance Rules**

### **1. Name and Constitution**

- a. The Competition shall be known as the Durning Lawrence Cup.
- b. Entry to this Competition shall be limited to sixteen Clubs, who shall be invited by the County Association to participate.
- c. Having accepted an invitation to participate no Club shall, without the consent of the County Association, be allowed to withdraw from the Competition. Any infringement of this rule will result in the Club being fined in accordance with the Fines Tariff.

### **2. Entry Fee**

Each Club shall pay the entry fee as listed in the Fees Tariff to the Association immediately on acceptance of the invitation to participate. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

### **3. Powers of Management**

- a. The management of the competition shall be vested in the Association whose members shall be elected in accordance with Rules and Regulations of the Cornwall County Football Association. They 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. Any action by the Association must be taken within 28 days of the Association being notified.
- b. The Association shall have the power to inflict fines upon Clubs in the case of breaches of the Rules, and if necessary to order matches to be replayed except where otherwise provided for.
- c. With the exception of Rule 3h, for all alleged breaches of a Rule the Association shall issue a formal written charge to the Club concerned. The Club charged shall be given 7 days from the date of notification of the charge to reply. In such reply a Club may:
  - i. Accept the charge and submit in writing a case of mitigation for consideration by the Association on the papers; or
  - ii. Accept the charge and notify that it wishes to put its case of mitigation at a hearing before a Committee convened by the Association; or
  - iii. Deny the charge and submit in writing supporting evidence for consideration by the Association on the papers; or

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- iv. Deny the charge and notify that it wishes to put its case of mitigation at a hearing before a Committee convened by the Association.
- v. Accept the charge and pay, within 14 days from the date of notification, the fine imposed.
- d. Where the Club charged fails to respond within 7 days, the Association shall determine the charge in such manner and upon such evidence as it considers appropriate.
- e. Where required, hearings shall take place as soon as reasonably practicable following receipt of the reply of the Club as more fully set out above. Having considered the reply of the Club (whether in writing or at a hearing), the Association shall make its decision and, in the event that the charge is accepted or proven, decide on the appropriate penalty (with reference to the Fines Tariff where applicable).
- f. For Teams playing outside the National League System, the maximum fine for any breach of a Rule shall be £250 and, when setting any fine, the Association must ensure that the penalty is proportional to the offence, taking into account any mitigating circumstances. The maximum fine permitted for a breach of a Rule by a Team playing at Step 7 or above of the National League System is £500.
- g. No Participant under the age of 18 can be fined.
- h. Subject to a Club's right of appeal in accordance with Rule 4 below, all fines and charges must be paid within 14 days of the date of notification of the decision. Any Club failing to do so will be fined in accordance with the Fines Tariff. Further failure to pay the fine including the additional fine within a further 14 days will result in fixtures being withdrawn until such time as the outstanding fines are paid.
- i. The business of the Competition as determined by the Association may be transacted by electronic mail or facsimile.

### **4. Protests, Claims, Complaints and Appeals**

- a.
  - i. All questions of eligibility, qualification of Players or interpretations of the Rules shall be referred to the Association.
  - ii. Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Association unless a protest is lodged with the referee before the commencement of the Competition Match.

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- b. Except in cases where the Association decides that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged with the Association within three days (excluding Sundays) of the Competition Match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Association. A member of the Association 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. No protest of whatever kind shall be considered by the Association unless the complaining Club shall have deposited with the Secretary a sum in accordance with the Fees Tariff. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Association 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 inquiry or to order that the costs to be shared by the parties.
- d.
  - i. 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.
  - ii. All parties must have received 7 days' notice of the hearing should they be instructed to attend.
  - iii. Should a Club elect to state its case in person then it should indicate such when forwarding the written response.
- e. The Association shall also have power to compel any party to the protest to pay such expenses as they may direct.
- f. Any appeal against a decision of the Association must be lodged with the Football Association within 14 days of the posting of the written notification of the decision causing the appeal, accompanied by a fee as set out in the Football Association Handbook.
- g.
  - i. All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Association. The Clubs or Players protesting, appealing, claiming or complaining must send a copy of such protest, appeal, claim or complaint and deposit a fee (as set out in the Fees Tariff) 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 Association.

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- ii. All such protests, claims, complaints and appeals must be received in writing by the Association within fourteen days of the event or decision causing any of these to be submitted.
  
- h. All questions of eligibility, qualifications of players, interpretation of Competition Rules, as well as other matters in dispute, except where specifically provided for, shall be referred to the Association whose decision shall be final.

### **5. Trophy – Agreement to be Signed**

- a. The Chief Executive of the Association shall be for all intents and purposes the legal holder of the Cup, in trust for the Association, and is to whom the Cup shall be returned. At the conclusion of the Final a document prescribing the following agreement shall be signed on behalf of the winners of the Cup:

“We (A) \_\_\_\_\_ (name) and (B) \_\_\_\_\_ (name), the Chairman and Secretary of \_\_\_\_\_ FC (Limited), members of and representing the Club, having been declared winners of the Durning Lawrence Charity Cup, and it having been delivered to us by Cornwall Football Association, do hereby on behalf of the Club jointly and severally agree to return the cup or trophy to the Cornwall Football Association on or before 31<sup>st</sup> January. If the cup or trophy is lost or damaged whilst under our care we agree to refund to the Cornwall Football Association the amount of its current value or the cost of its thorough repair. Further, I confirm that adequate security provision and insurance by an approved Insurance Company or Broker is in place to cover the value of the cup at £\_\_\_\_\_.”

Failure to comply will result in a fine in accordance with the Fines Tariff.

- b. It is the Club’s responsibility to ensure that the Cup is engraved accordingly and with continuity. Failure to comply will result in a fine in accordance with the Fines Tariff plus any expenses incurred by the Association in the recovery, repair, or engraving of the cup.
  
- c. From the profits of the County Competitions the Association may in their absolute discretion make grants to the competing finalists.

### **6. Alteration to Rules**

The Association shall have the power to alter or add to the competition rules as they from time to time may see fit. Such alterations shall be notified to the Clubs in membership not later than the date of the Annual General Meeting.

### **7. Gate Money, Fund Raising and Charitable Distribution**

- a. The taking of the gate money shall be left in the hands of the home clubs, assisted by representatives of the visiting Clubs, together with any member or representative of the Cornwall Football Association who may be present. The

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Home Secretary shall furnish the Cornwall Football Association and the Treasurer of the visiting Club, within seven days, a statement of the gross receipts and expenses of each game. Failure to comply with this rule shall incur a fine in accordance with the Fines Tariff.

- b. In the preliminary games one-tenth of the gross proceeds shall be paid by the home club to the Cornwall Football Association for allocation to the Charity Cup fund. After deducting Referees and Assistant Referees expenses and the floodlight allowance (if used) in accordance with the Fees Tariff, the balance or deficit resulting from the game to be equally shared by the competing clubs.
- c. In the semi-finals and final, after payment of the Referee, Assistant Referees and Reserve Official, the pitch marking allowance and floodlight allowance (if used) to the host club, the remainder of the gross gate shall be distributed, 10% to the host club and the remainder equally between the competing clubs and the Charity Cup Fund.
- d. The distribution to Charities of the funds arising from the Competition shall be under the absolute control and discretion of the Association.

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## Match Related Rules

### **8. Ground Regulations**

- a. The Field of Play must conform to the requirements of the Laws of the Game. Goal nets must be used and both the goal and touch lines roped off where possible.
- b. When matches are played in grounds with a designated seated area for technical staff and substitutes a technical area that meets the requirements of The Laws of the Game must be marked. They are only to be occupied by the official team party of Team Manager, Assistant Manager/Coach, Medical Attendant and a maximum of five named substitutes. All shall remain in the technical area with only the Medical Attendant, for treatment, and the substitutes, during substitution or warm-up, leaving the area during play.
- c.
  - i. No person (except for trade deliveries) may take ANY alcohol into ANY ground prior to or during any match.
  - ii. Alcohol purchased inside a ground may ONLY be consumed inside the Clubhouse OR in a specifically designated, enclosed space, identified on a Clubs Premises Licence as a drinking area. Any alcohol consumed in such an outside area, must be served in plastic containers.

### **9. Qualification of Players**

- a. The Competition shall open to all Contract and Non-Contract players who have attained the age of 16 years.
- b. The following player eligibility Rules shall apply:
  - i. In all rounds of this competition, a player shall be a registered member for the team competing in this competition, having registered with the League in which his team normally competes, and in accordance with their Rules, prior to playing and before 31<sup>st</sup> March in the current season.
  - ii. Teams in this competition shall not include more than TWO players in any one game who have taken part in two or more games at Step 4 or above in the Football Association National League System during the current season unless a period of 28 days has elapsed since they last played.
  - iii. A player may only play for ONE CLUB in this competition. Any player who is transferred from any club having made his initial appearance in this competition for that club shall be deemed 'cup-tied' and ineligible for his new or subsequent clubs. Should such a player return to the club which he originally represented in this competition he shall retain his eligibility to play for

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that club. It shall be the duty of all Clubs to notify the County Association in writing of any case in which this Rule is known to have been infringed. Failure to so notify shall be dealt with as the County Association may determine.

- iv. A player with a written contract, having had his registration cancelled by the Football Association, ceases to be a registered member of that Club from the date of cancellation. The Club Secretary must at once notify the respective League Registration Secretary of the date of cancellation. Should the player wish to play again in this competition for his club he must complete new registration forms for the qualifying League Competition.
- v. For all breaches of Rule 9b a club shall be fined in accordance with the Fines Tariff and have the tie awarded to their opponents if won. In the event of both teams in a match committing a breach leading to expulsion then a 'bye' shall take their place in the draw for the next round.
- c. In accordance with the Laws of the Game, the minimum the minimum number of Players that will constitute a Team for a Competition Match is 7. Failure to field a full team off 11 players in this competition will result in a fine in accordance with the Fines Tariff.
- d. 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 5 players.
- e. The referee shall be informed of the names of the substitute players not later than 30 minutes before the start of a Competition Match and a player not so named may not take part in that Competition Match
- f. A player who has been named as a substitute before the start of the Competition Match but does not actually play in that game shall not be considered to have been a player in that Competition Match
- g. For the Semi-Finals and Final ties, competing clubs must send to each other and the Association, the full names of their intended playing squad seven clear days prior to the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- h. Any protest as to eligibility of players shall be lodged with the County Association at least three days prior to the date of the match.

### **10. Club Colours**

- a. If, in the opinion of the referee, two Teams have the same or similar colour shirts, shorts or socks, the away Team shall make the change. Should a Team delay the



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scheduled time of kick off for a Competition Match by not having a change of colours they shall be fined in accordance with the Fines Tariff.

- b. In the event of a colour clash in either the Semi Final or Final ties both teams shall change unless mutually agreed. Where no agreement can be struck and/or the main and change colours of both clubs are the same then the Association shall decide on the Club to change colours. Confirmation of the changes shall be sent by both Clubs to the Association. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- c. Goalkeepers must wear colours which distinguish them from all other Players and the Match Officials. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- d. No player, including a goalkeeper, shall be permitted to wear black or very dark coloured shirts. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- e. Shirts must be numbered, failing which a fine will be levied in accordance with the Fines Tariff.

### **11. Commencement of Competition, Conditions of Play, Times of Kick-Off, Postponements**

- a. The dates of each round shall be fixed by the Association prior to the commencement of each season.
- b.
  - i. The Competition shall be a mid-week floodlit competition run on a knock-out principle. Byes as may be considered appropriate shall be granted or made at the discretion of the Association. In each round, the Association shall make the draw and shall inform each of the clubs the name of the Club against which it is drawn and the date on which the tie is to be played. Each tie shall be played on the ground of the first drawn club.
  - ii. Rounds one and two shall be completed in November and February.
- c. In all matches, the first charge on the gate is Referee fees and expenses. The home club shall make all arrangements and be entitled to the net Gate and is responsible for providing the ground without charge. In the event of a dispute the decision of the Association shall be binding on both parties
- d. The Secretary of the home Club must give notice in writing, by telephone or e-mail 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 five clear days prior to the playing of the match. The away Club shall seek and

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acknowledge receipt of such particulars. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.

- e. i. All matches prior shall kick-off at 7:30pm unless otherwise mutually agreed by both clubs and notified to the Association for approval within 7 days of the draw being made.
- ii. The Referee and Clubs shall report all cases of late starts. Clubs failing to supply a satisfactory explanation shall be fined in accordance with the Fines Tariff. Where the late start is attributable to the referee then the referee shall be referred to the Referees Working Group.
- iii. In the event of any match not being completed due to a late start the Club responsible for the late start shall replay the match on its opponents ground and shall not be entitled to any share of the gate receipts.
- f. All matches shall be of two equal periods of 45 minutes. In special circumstances, such as poor weather the referee and the two team captains may agree, before the start of play, to reduce the duration of the periods of play to not less than 35 minutes each way.
- g. The half time interval shall be of 10 minutes duration and may only be altered with the consent of the referee. It shall not exceed 15 minutes.
- h. There shall be no replays. If the ties are level at the end of full time, extra-time of 15 minutes each way shall be played. After extra-time, if the scores are still level the tie shall be decided by the taking of penalty kicks accordance with FIFA instructions.
- i. If from any cause over which neither Club has control a match is not played to a conclusion, the match shall be replayed. In the event of any match not being played on the date arranged through the ground being declared unfit by the appointed match referee, or a more local referee nominated by him, the match shall be played on the following Saturday unless a prior date has been mutually agreed or unless otherwise decided by the Association. In the event of such postponement, the Home team must notify their opponents, the Association and the Referees Appointments Officer. The Association may, after two postponements or any postponement thereafter, order a fixture to be reversed or played at a neutral venue.
- j. In case of replays being ordered for breach of Rules in rounds prior to the Semi Finals, the first charge on the gate shall be the Referee's expenses, then the expenses of the non-offending team. Any surplus shall be paid to the non-offending team.

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- k. Any Club failing to play on the appointed date without showing a good and sufficient cause shall be eliminated from the competition and fined in accordance with the Fines Tariff.

### **12. Reporting Results**

- a. All results are to be reported by SMS message to the Association Full-Time system by no later than 10pm (10:30 in the event of extra time) on the day of the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- b. After the conclusion of each competition match, the Secretary of each club shall send to the Association within three days (Sundays excluded) the official form containing a list of players participating, the result of the match and a Club marking of the Referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- c. Should a Club intentionally submit a wrong or false name, such Club shall be charged with misconduct and be dealt with as the Association may determine.
- d. The Association shall arrange the checking of team sheets and report to the Club or Clubs concerned any breaches discovered within four days of receipt of the team sheet.

### **13. Determining Competition Winners**

- a.
  - i. When the Clubs have been reduced to four, two Semi-Finals shall be played on neutral grounds to be fixed by the Association. The Association is to make all arrangements, take all receipts and pay all expenses for the Semi-Finals.
  - ii. In the Semi Finals if the scores are level after 90 minutes extra time of 15 minutes each way shall be played. If the scores are still level the tie shall be decided by the taking of penalty kicks from the penalty mark as per FIFA instructions.
  - iii. The winners of the Semi Finals shall compete for the Durning Lawrence Charity Cup at a neutral venue on a date selected by the Association.
- b.
  - i. The Final shall be played to a conclusion on the day. If the scores are level after 90 minutes extra time of 15 minutes each way shall be played. If the scores are still level the tie shall be decided by the taking of penalty kicks from the penalty mark as per FIFA instructions.
  - ii. In all these matches the Association is to make all arrangements, take all receipts and pay all expenses.
  - ii. A set of 16 Trophies shall be provided for each team in the Final.

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### **14. Match Officials**

- a. Registered referees (and assistant referees where approved by the Association) shall be appointed in a manner approved by the Association for all Competition Matches.
- 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. Individuals under the age of 16 must not participate either as a referee or assistant referee in any Competition Match.
- c. Where assistant referees are not appointed each Team shall provide a Club assistant referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- d. The appointed referee shall have power to decide as to the fitness of the Ground in all Competition Matches and that decision shall be final, subject to the determination of the Local Authority or the owners of a Ground, which must be accepted.
- e. Match Officials appointed under this Rule shall be paid a match fee in accordance with the Fees Tariff and travel expenses at the mileage rate published in the Referees Monthly Appointment Letter. Match Officials shall be paid their fees and/or expenses by the home Club immediately after the Competition Match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- f. In the event of a Competition 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 Competition Match is not played owing to one Club being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee and expenses. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- g. A referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, is to be reported to the Association with which he or she is registered.

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### **Schedule A – Fees and Fines**

<b>Fees Tariff</b>		
<b>Rule</b>	<b>Description</b>	<b>Fee</b>
2	Entry fee	£20
4c	Appeal fee	£10
4g	Protest, claim or complaint fee	£10
7a	Failure to provide a summary of receipts and expenses	£10
7b & c	Floodlight allowance	£50
7c	Pitch marking allowance	£20
14e	Referee Match Fee	£24
14e	Assistant Referee/Reserve Official Match Fee	£12

<b>Fines Tariff</b>		
<b>Rule</b>	<b>Description</b>	<b>Fine</b>
1c	Withdrawing from the competition without consent	£50
2	Failing to enter by 30 <sup>th</sup> June	£10
2	Failure to send entry fee with entry form	£10
3h	Failure to pay fines within 14 days	£10
5a	Failure to return the Cup by the prescribed date.	£25
5b	Failure to have the cup engraved (plus engraving costs)	£10
8b	Ineligible player (per player)	£25
8c	Less than 11 players - per player missing	£10
8g	Failing to submit semi-final or final playing squads	£25
9a,	Delaying the kick-off due to no change of kit	£10
9b,c,d & e	Kit offences	£10
10d	Failure to confirm fixture 5 days prior to the match	£10
10e(i)	Late kick-off	£10
10k	Failing to play a fixture	£50
11a	Late SMS notification of a result	£10
11b	Late or incomplete team sheet	£10
14	Failure to pay match officials	£25