

THE RULES OF THE FOOTBALL ASSOCIATION LIMITED ("The Association")

("The Rules") as adopted by The Association on 15th May 2008 (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:

**"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;

**"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 Creditor"** means:

- (i) 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 club"** means any club which plays the game of football in England and is recognised as such by The Association;

**"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 pursuant to Rule A3(c);

**"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;

**"Participant"** means an Affiliated Association, Authorised Agent, Competition, Club, Club Official, Licensed Agent, Player, Official, Match Official, Management Committee Member, Member or Employee if 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; and

**"Scholarship"** means a scholarship as set out in Rule C3(a)(i) of these Rules.

**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 will 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); and
  - (v) evidence of funding sources will be required.
- (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 March 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.

**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 August in any calendar year shall cease to be a member of The Association from that date.

**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.
- (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 28 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.

**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:

---

<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.

- (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. No matches other than those permitted and played in accordance with Rule B8(c) may be played in the Close Season.

#### (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.

- (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)(vii) 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 other 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.

---

<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.

- (iv) All payments and/or benefits whatsoever due 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 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 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.
  - (iv) All claims by Players against Clubs for wages or expenses must be submitted to The Association within three months of the termination of the agreement to which they refer, unless special grounds are shown for the delay.
- (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 registration certificate 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). 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 a Licensed 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)(v); 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(i)), 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 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.

<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.

- 
- (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.

(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.
  - (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 two hundred pounds (£200).

## 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.
  - (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.

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

<sup>5</sup>Ibid.

<sup>6</sup>Ibid.

- (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 Player's Commanding Officer. 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) Players on or after their 14th birthday may be offered a scholarship to commence no earlier than the last Friday in June in the academic year in which they will reach the age of 16 provided they are not receiving full-time education (a "Scholarship"). 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 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

<sup>7</sup> Ibid.

<sup>8</sup> Ibid.

<sup>9</sup> Ibid.

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 in the Programme for Excellence

The following provisions apply to children not registered in the "Programme for Excellence":

#### *Children Under 6 Years Old*

- (i) A child who has not attained nor will have attained the age of six as at midnight on 31st August in a playing season shall not play, and shall not be permitted or encouraged to play, in a match of any kind in that playing season.

#### *Children permitted to play Mini-Soccer only*

- (ii) A child who has not attained nor will have attained the age of ten as at midnight on 31st August in a playing season shall not play, and shall not be permitted or encouraged to play, in a match between sides of more than seven players in that playing season. Such children shall only play in a match according to the 'Laws of the Game - Mini-Soccer' or in other formats of small-sided football expressly approved by The Association from time to time. The particular age ranges for such activity are subject to amendment by the Council from time to time.

#### *Children permitted to play Futsal*

- (iii) Any child who has attained the age of six as at midnight on 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 Council from time to time.

#### *Children permitted to play Eleven-a-Side or Nine-a-Side*

- (iv) Any child may play in a match between sides of eleven players according to the Laws of the Game or between sides of nine players according to the "Laws of the Game – 9 v 9", save for those specifically prohibited from doing so pursuant to this Rule.

#### *Sanction Provisions*

- (v) 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 involving children who have not attained nor will have attained the age of 14 as at midnight on 31st August in that playing season. Such Competitions (whether for Mini-Soccer, nine-a-side or eleven-a-side matches) shall only be allowed where participants are restricted by age range, such age ranges being "Under 7", "Under 8", "Under 9", "Under 10", "Under 11", "Under 12", "Under 13" and "Under 14". The age ranges shall be defined to include all children (subject to Rule C5(i) above) who have not attained nor will have attained the ages of 7,8,9,10,11,12,13 or 14 respectively as at midnight on 31st August in the relevant playing season.

#### *Age Brackets*

- (vi) (A) A child in the age ranges Under 7, Under 8, Under 9, Under 10, Under 11, Under 12, Under 13, Under 14 and Under 15 must not play and shall not be

permitted, or encouraged to play, in a match where any other player is older or younger by 2 years or more than that person (for disability football the two year age band may be varied at the discretion of The Association).

- (B) To play in an Under 18 age bracket competition the player must have achieved the age of 15 by midnight on 31st August of the playing season.
- (C) To play in an open age competition a player must have achieved the age 16, (to come in to effect from the 2007-08 season).

***Gender of Players in Under 11 Matches***

- (vii) A child in the age ranges Under 7, Under 8, Under 9, Under 10 and Under 11 may play in a match involving boys and girls.

***Priority for School Activities***

- (viii) 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 full-time education.
- (ix) 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 in the Programme for Excellence***
  - (i) Players who reach the age of nine years during the academic year and who are in full-time education may register with a recognised and licensed Centre of Excellence through the procedures established by The Association's regulations.
  - (ii) It shall be a breach of the Rule for a Centre of Excellence without a valid licence to coach and train players of school age who are in full-time education, and registered through the registration scheme or for a licensed Centre of Excellence to play against any centre which is not licensed apart from a school. The licensing authority for Centres of Excellence shall comprise representatives as determined by The Association and which shall lay down regulations and guidelines by which the Programme for Excellence is run.
  - (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 Centre of Excellence 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 28 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) In the event of any breach of Rule E 3(1) including a reference to any one or more of a person's ethnic origin, colour, race, nationality, faith, gender, sexual orientation or disability (an "aggravating factor"), a Regulatory Commission shall consider the imposition of an increased sanction, taking into account the following entry points -
 

For a first offence, a sanction that is double that which the Regulatory Commission would have applied had the aggravating factor not been present.

For a second offence, a sanction that is treble that which the Regulatory Commission would have applied had the aggravating factor not been present.

Any further such offence(s) shall give rise to consideration of a permanent suspension.

These entry points are intended to guide the Regulatory Commission and are not mandatory.

The Regulatory Commission shall have the discretion to impose a sanction greater or less than the entry point, according to the aggravating or mitigating factors present in each case.

### Discrimination

- 4 A Participant shall not carry out any act of discrimination by reason of ethnic origin, colour, race, nationality, faith, gender, sexual orientation or disability.

### Gifts, Rewards or Other Matters in Relation to Matches

- 5 A Participant shall not, directly or indirectly, offer, agree to give, give, solicit, agree to accept or accept any gift or reward or consideration of any nature which is, or could appear to be related in any way to influencing the outcome or conduct of a Match.
- 6 As an exception to Rule E5 above, a Participant may enter into an arrangement or agreement for which the prior written approval of The Association has been sought and obtained. Bonuses agreed between a Club and its Players or Club Officials shall be deemed to be approved.

**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 Participant shall not, either directly or indirectly, bet, or instruct, permit or enable any person for the Participant's benefit to bet, on the result, progress or conduct of a Match or Competition in which the Participant is participating or in which the Participant has any influence, either direct or indirect.
- (b) A Participant shall not use, or provide to any other person any information relating to football which the Participant has by virtue of his or her position within the game and which is not publicly available for, or in relation to, betting.
- It shall not be a breach of the above provisions of this Rule E8, if the Participant can prove that the bet was on authorised and registered football pools.

**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. 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.

**Suspension Pending Misconduct Hearing**

- 16 The Association shall have the power to order that a Club Official or Player associated with a Club in The FA Premier League or The Football League 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:
- (a) The Club Official or Player has been charged by The Association in relation to an alleged act of Misconduct, or with a criminal offence, or by The FA Premier League or The Football League in connection with disciplinary action pursuant to relevant regulations; and

- (b) The Association, the Professional Footballers' Association (in the case of a Player) and The FA Premier League or The Football League (as appropriate) have each agreed the Interim Suspension Order.
- 17 The period of an Interim Suspension Order shall not be capable of lasting beyond the date upon which any charge of Misconduct or criminal offence or other disciplinary proceedings referred to in paragraph (a) above is decided or brought to an end.
- 18 Notification of an Interim Suspension Order 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: racist, violent, threatening, abusive, obscene or provocative behaviour, conduct or language 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 Each Club is expected to provide a private way from the playing area to dressing room wherever this is practicable.
- 22 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.
- 23 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.
- 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.

#### **Doping Control**

- 25 A Participant shall comply with the provisions of any doping control 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.
- 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; and
    - (b) the production of documents, information or other material in whatever form held.
  - 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 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.
  - 8 A commission of inquiry may adopt such procedures as it considers appropriate.
  - 9 A commission of inquiry shall have the same powers as set out under Rules F2, 4 and 5 above.
  - 10 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.

#### **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 prepares annual accounts in accordance with the Act shall, on demand, forward a copy of the annual accounts 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 (as amended and modified from time to time) shall prepare a "Financial Statement", in such format as shall be determined by The Association from time to time. The Financial Statement shall be verified by an independent, appropriately qualified accountant. A copy of any Financial Statement shall, on demand, be forwarded to The Association.

(e) *Bodies Required to Prepare only a Receipts and Payments Statement*

An Affiliated Association, Competition or Club not owning gross assets exceeding ten thousand pounds shall not be required to prepare a Financial Statement under the provisions of Rule 11(d) but instead shall prepare only a "Receipts and Payments Statement", which shall be in such format as shall be determined by The Association from time to time. A Receipts and Payments Statement shall, on demand, be forwarded to The Association or the 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) *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."

(b) ***Club Companies – Winding Up Provisions***

A Club which is a corporate body 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."

(c) ***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.

(d) ***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.

---

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

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 holding company or subsidiary company within the meaning of section 736 of the Act.

**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) *Fit and Proper Person*

A Participant shall comply with the provisions of any regulations relating to "Fit and Proper Persons" 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

Save for matches in a playing season in the age ranges Under 7, Under 8, Under 9, Under 10 and Under 11 (as defined at Rule C), Players in a Match must be of the same gender.

**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 pages 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.
- (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 thereunder 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.