



# **HANDBOOK**

## **2021/22**



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**THE CHESHIRE COUNTY FOOTBALL ASSOCIATION LIMITED**  
**Founded 1878**

**Incorporated 2000 (London Registration No 3948331)**  
**One Hundred and Forty First Season**

**OFFICIAL HANDBOOK OF THE CHESHIRE FA**  
**2021-22**

Issued by Authority of the Council

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All mail should be addressed to the Chief Executive and a stamped addressed envelope is to be included if a reply is required.

Please note that office hours are:  
Monday to Friday, 9.00am - 5.00pm

**Chief Executive**

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Facebook: [Facebook.com/thecheshirefa](https://www.facebook.com/thecheshirefa)  
LinkedIn: <https://www.linkedin.com/company/cheshire-football-association>



# Changing lives

Through Football



**503  
CLUBS**

**4097  
TEAMS**



**5000+  
VOLUNTEERS**

**5272  
COACHES**



**£25m  
FACILITY  
INVESTMENT  
SINCE 2001**



**427  
WOMEN'S  
& GIRLS  
TEAMS**



**114  
DISABILITY  
FOOTBALL  
TEAMS**



**972  
REGISTERED  
REFEREES**

**361  
WELFARE  
OFFICERS**



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## BOARD OF DIRECTORS

**Chairman:**

**DAVID. D. EDMUNDS,**

Email: David.Edmunds@cheshirefa.com

**Vice Chairman:**

**T. G. HARROP MBE JP,**

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**Other Directors:**

**C. GARLICK**

Email: secretary@port-vale.co.uk

**P. CULLEN,**

Email: paulcullen@hotmail.co.uk

**D. W. MANSFIELD**

Email: DavidM@s-p-e.co.uk

**M. J. POMFRET, ACIS,**

Email: m.pomfret@sky.com

**P. FERNEYHOUGH,**

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**S. HUMPHREYS - Independent**

Email: sean.humphreys@lloydsbanking.com

**Chief Executive:**

**S. SMITHIES**

Email: steve.smithies@CheshireFA.com

## **COUNCIL MEMBERS AND OFFICERS**

### **President:**

DAVID. D. EDMUNDS,  
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### **Life Members:**

E. CRABTREE (1980)  
Email:ecrabtree1@talktalk.net

R. EGAN (1980)

R. D. BAYLEY (1981)  
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M. J. POMFRET (1982)  
Email:m.pomfret@sky.com

T. CARROLL (1982)

D. D. EDMUNDS (1983)  
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P. FERNEYHOUGH (1984)  
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F. G. ROBINSON (1984/5, 1989)  
Email:frankrobinsonfa@frankrobinsonfa.plus.com

T. G. HARROP *MBE JP* (1988)  
Email:terry.harrop@btinternet.com

J. T. CLARE (1990)  
E-Mail: terryclare27@outlook.com

J. A. THOMAS (1991)  
Email:j.a.thomas137@sky.com

P. CROWE (1994)  
Email: P-Crowe@sky.com

D. W. MANSFIELD (1994)  
Email:DavidM@s-p-e.co.uk

C. GARLICK (1994)  
E-Mail: Colin.Garlick@sky.com

L. D. WELCH (1995)  
Email:davidwelch14@talktalk.net

C. HARRISON (1995)  
Email: carjoy@sky.com

J. S. SMITH (1997)

P.CULLEN (1999)  
Email: paulcullen@hotmail.co.uk

F BRADFIELD (2000)  
Email:rick1bradfield@gmail.com

R.PULLEN (2000)

**Honorary Youth Secretary**

K. MIGHALL (2020)

Email: kevin.mighall@gmail.com

**Honorary Referee Appointments Officer**

M. HAWKINS (2018)

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**Honorary Centre of Refereeing Excellence Director**

N. FREELOVE (2013)

Email: nfreelove@hotmail.co.uk

**Cheshire FA Observer Co-ordinator**

R. JOHNSON (2018)

Email: Observations@CheshireFA.com

**Honorary Legal Advisor**

B. R. POMFRET LL.M

Email: clerks@23es.com - Clerk Colin Perrin.

**REPRESENTATIVE TO THE FOOTBALL ASSOCIATION**

Colin Garlick

**DATES FOR COUNCIL MEETINGS****Season 2021/22**

Monday 6<sup>th</sup> September 2021

Monday 6<sup>th</sup> December 2021

Monday 7<sup>th</sup> March 2022

Monday 9<sup>th</sup> May 2022



**LONG SERVICE AWARDS (Serving Members)**

|                 |      |
|-----------------|------|
| R. BRADFIELD    | 2000 |
| R. PULLEN       | 2000 |
| E. CRABTREE     | 2001 |
| R. EGAN         | 2001 |
| R. D. BAYLEY    | 2002 |
| T. CARROLL      | 2003 |
| M. J. POMFRET   | 2003 |
| D. D. EDMUNDS   | 2004 |
| P. FERNEYHOUGH  | 2005 |
| F. G. ROBINSON  | 2008 |
| T. G. HARROP    | 2009 |
| J. T. CLARE     | 2011 |
| J. A. THOMAS    | 2012 |
| P. CROWE        | 2015 |
| D. W. MANSFIELD | 2015 |
| C. GARLICK      | 2015 |
| L. D. WELCH     | 2016 |
| C. HARRISON     | 2016 |
| J. SMITH        | 2018 |
| P. CULLEN       | 2020 |

### HEADQUARTERS STAFF

**Weekdays - Main Switchboard - 9am to 5pm - 01606 871166**

**Chief Executive**

Steve Smithies

**Steve.smithies@cheshireFA.com**

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**BUSINESS SUPPORT MANAGER**

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**FOOTBALL ADMINISTRATOR**

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**SAFEGUARDING MANAGER**

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**FACILITIES & INVESTMENT MANAGER**

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**Matthew.Griffiths@CheshireFA.com**

**FACILITY OFFICER**

Liam Rogerson

**Liam.Rogerson@CheshireFA.com**

### **COMPLIANCE & REGULATIONS TEAM**

#### **COMPLIANCE & REGULATIONS MANAGER**

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**Garry.Polkey@CheshireFA.com**

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### **FOOTBALL DEVELOPMENT TEAM**

#### **FOOTBALL DEVELOPMENT MANAGER**

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#### **FOOTBALL DEVELOPMENT OFFICER (WOMEN & GIRLS)**

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#### **FOOTBALL DEVELOPMENT OFFICER (INCLUSION)**

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**Dan.Landstrom@CheshireFA.com**

#### **FOOTBALL DEVELOPMENT OFFICER (ADULT MALE PATHWAY)**

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#### **REFEREE DEVELOPMENT OFFICER**

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**James.Self@CheshireFA.com**

### **FINANCE TEAM**

#### **FINANCE MANAGER**

Sam Cathcart

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### **DIVISIONAL REPRESENTATIVES**

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#### **Chester Division:**

P GRAHAM (2021)

Email: pgraham114@aol.com

#### **Crewe Division:**

P. MADDOCKS (2004)

Email: peteandvalmaddock@tiscali.co.uk

#### **Mid Cheshire Division:**

A. THOMSON (2005)

Email: alec.thomson@thinkprint.co.uk

#### **North East Cheshire Division:**

PHIL BRADBURY (2020)

Email: philbradbury@sky.com

P. ABBOTT (2020)

#### **Runcorn Division:**

C. KEAM (2016)

Email: keamc@hotmail.co.uk

#### **Wirral Division (2):**

A. ROBERTS (2011)

Email: alfroberts@talktalk.net

G. QUICK (2019)

Geoffreyquick787@aol.com

### **DISTRICT ASSOCIATION REPRESENTATIVES**

#### **Altrincham and District Association:**

D COFFEY (2020)

Email: david.coffey57@ntlworld.com

#### **Chester and District Association:**

A.SUMMERS (2002)

Email: tony.bea@btinternet.com

#### **Crewe and District Association:**

F. M. J. BRADFELD (2000)

Email: rick1bradfield@gmail.com

#### **Mid Cheshire District Association:**

R. WASHBURN,(2011)

Email: russwashburn@sky.com

#### **North East Cheshire Association:**

S. HOLT (2007)

Email: sdsfl1957@gmail.com

#### **Runcorn and District Association:**

L. BERRY (2011)

Email: lberry2004@hotmail.co.uk

#### **Wirral District Association:**

J. H DAVIES (2019)

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### **REPRESENTATIVE OF CLUBS - MEMBERS OF THE FOOTBALL LEAGUE**

C. GARLICK (1994)

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### **REPRESENTATIVE OF CLUBS - MEMBERS OF THE NORTHERN PREMIER LEAGUE (EVOSTIK)**

A. ALLCOCK (2006)

Email: alanfootball1966@virginmedia.com

### **REPRESENTATIVE OF CLUBS - MEMBERS OF THE NORTH WEST COUNTIES LEAGUE**

P. LAWLER (2018)

Email: paul.lawler@nwcfl.com

### **REPRESENTATIVE OF THE CHESHIRE SCHOOLS FA**

John Clark (2018)

Email: j.r.clark@btinternet.com

### **REPRESENTATIVE OF FOOTBALL CONFERENCE CLUBS**

P.CARTER (2021)

Email: secretary@Altrinchamfootballclub.co.uk

## Standing Committees



### STANDING COMMITTEES – SEASON 2021 / 22

| CUPS COMMITTEE              | REFEREE COMMITTEE          | DISCIPLINE COMMITTEE            | FOOTBALL DEVELOPMENT       | LEAGUE SANCTION            | YOUTH COMMITTEE           |
|-----------------------------|----------------------------|---------------------------------|----------------------------|----------------------------|---------------------------|
| J.T. CLARE (C) Season 20/21 | P. CULLEN (C) Season 20/21 | P. FERNEYHOUGH (C) Season 20/21 | T. HARROP (C) Season 20/21 | T. HARROP (C) Season 20/21 | L. BERRY (C) Season 20/21 |
| P. ABBOTT                   | M.F. BURBERY               | R. BRADFIELD                    | R. BRADFIELD               | A. ALLCOCK                 | R. BRADFIELD              |
| A. ALLCOCK                  | P. CROWE                   | C. CHAYTORS                     | T. CARROLL                 | F.M.J. BRADFIELD           | K. BURGESS                |
| L. BERRY                    | J. DAVIES                  | D. COFFEY                       | J.T. CLARE                 | D. COFFEY                  | T. CARROLL                |
| F.M.J. BRADFIELD            | C. KEAM                    | C. GARLICK                      | P. GRAHAM                  | P. CROWE                   | J.T. CLARE                |
| P. CROWE                    | P. MADDOCKS                | D.W. MANSFIELD                  | C. KEAM                    | P. CULLEN                  | J. CLARK                  |
| P. LAWLOR                   | L.D. WELCH                 | B. POMFRET                      | G. QUICK                   | S. HOLT                    | P. CROWE                  |
| T. HARROP                   |                            | R. WASHBURN                     | R. WASHBURN                | D.W. MANSFIELD             | T. HARROP                 |
| S. HOLT                     | CHESHIRE AFL - CO          | L.D. WELCH                      | L.D. WELCH                 | G. QUICK                   | A. ROBERTS                |
| J. MORLEY                   | WEST CHESHIRE - CO         |                                 |                            | A. SUMMERS                 | A. SUMMERS                |
| A. SUMMERS                  |                            |                                 |                            |                            | J.A. THOMAS               |
| J.A. THOMAS                 |                            |                                 |                            |                            | A. THOMSON                |
| K. MIGHALL (Sec)            | TBA                        | G. POLKEY (Sec)                 | TBA                        | G. POLKEY (Sec)            | K.MIGHALL (Sec)           |

The County Chairman / County Vice Chairman / County President / CEO are ex-officio members of all Standing Committees of Council. **The Chairman / Vice Chairman of Standing Committee's are elected by the Committee Members at the first meeting of the Standing Committee in 2021/22.**

**The Standing Committees for season 2021/22 were confirmed by The Board on 30<sup>th</sup> August 2021**

### SECRETARIES OF DISTRICT FOOTBALL ASSOCIATIONS

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L POWER

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#### **MID-CHESHIRE**

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#### **NORTH EAST CHESHIRE**

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#### **RUNCORN**

D. WILSON

Email: rdfa@icloud.com

#### **WIRRAL**

K. MIGHALL

Email: kevin.mighall@sky.com



## AFFILIATED LEAGUES

### **Alexandra Soccer Centre (MINI SOCCER) (1983)**

Secretary: Mr Melvin Bates  
E-mail: melvin.bates@btinternet.com

### **Altrincham & District Amateur League (1932)**

adafl.com  
Secretary: Mr David Coffey  
E-mail: david.coffey57@ntlworld.com

### **Birkenhead Sunday League (1964)**

Secretary: Mr John Davies  
E-mail: jhdaviesref@btinternet.com

### **Cheshire Ability Counts Football League (Disability)**

Secretary: Mr Daniel Landstrom  
E-mail: Daniel.Landstrom@CheshireFA.com

### **Cheshire Football League**

Secretary: Mr Lea Taylor  
E-mail: secretary@cheshirefl.com

### **Cheshire Girls Football League (1996)**

Secretary: Mr Paul Kelsall  
E-mail: brumpk877@gmail.com

### **Cheshire Veterans League (1996)**

Secretary: Mr Howell Davies  
E-mail: howelldavies@gmail.com

### **Cheshire Womens & Youth Football League (2011)**

Secretary: Mr Ian Cuthbertson  
E-mail: leagueseccwyfl@gmail.com

### **Chester & District Junior Football League**

Secretary: Mr Joseph Smith  
E-mail: cdjflsec@outlook.com

### **Chester & District Sunday League (1963)**

Secretary: Mr Trevor Jones  
E-mail: trevorjones957@gmail.com

### **Chester & Wirral League**

Secretary: Mr Liam Power  
E-mail: liam.power@yahoo.co.uk

### **Crewe & District League (1895)**

Secretary: Mr Dave Parker  
E-mail: crewe-district-league@hotmail.co.uk

### **Crewe Regional Sunday League (1965)**

Secretary: Mr David Cooper  
E-mail: alex100456@gmail.com

**East Cheshire Sunday**

Secretary: Ms Lorna Hadfield  
E-mail: lorna565@uwclub.net

**Eastham & District Junior League (1969)**

Secretary: Mr Keith Maylor,  
E-mail: keith.maylore22@btinternet.com

**Inspire League (2018)**

Secretary: Mrs Carla Parker  
E-mail: carla\_jane28@hotmail.com

**Mid Cheshire Youth League (1972)**

Secretary: Mr John Poole  
E-mail: jepoole@tiscali.co.uk

**North West Under 21s County Football League**

Secretary: Mr Stuart Crawford  
E-mail: stewart@driftridge.co.uk

**South Cheshire Youth League (1971)**

Secretary: Mr Simon Lines-Hoyland  
E-mail: theslh@icloud.com

**Stockport District Sunday Football League (1957)**

Secretary: Mr Stuart Holt  
E-mail: sdsfl1957@gmail.com

**Stockport Metropolitan League**

Secretary: Mrs Sara Steele  
E-mail: sara.steele@sky.com

**Timperley & District Junior Football League (1971)**

Secretary: Mr Brian Fletcher  
E-mail: brian.fletcher90@ntlworld.com

**Vagrants Over 35's League (1997)**

crewevagrants.co.uk  
Secretary: Mr David Long  
E-mail: david.301@btinternet.com

**Wallasey & District Sunday League (1963)**

Secretary: Mr Tom Potter  
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**Wallasey Junior League**

Secretary: Mrs Donna Reid  
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**West Cheshire League (1892)**

Secretary: Mr Jose Damiao  
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**Wire Futsal (2019)**

Secretary: Mr Karl Burns  
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### **Criteria for Club Full / Associate Cheshire FA Membership with effect from season 2010/11**

#### **ASSOCIATE MEMBERSHIP**

1. A Club must have been established for a minimum of five years before an application for Associate Membership will be considered, unless recommended by the Board, and approved by Council.
2. The Club must have a constitution of the minimum standard as required for an FA Charter Standard Club. The Club constitution must be submitted with the application.
3. The playing area must be either enclosed by a permanent fixed barrier or roped off on match days.
4. Separate changing rooms must be provided for each team, and the Match Officials.
5. Showering and toilet facilities must be provided for the teams and Match Officials, which must be separate.
6. Any change of ground/facilities must be notified to, and agreed by Cheshire FA.
7. Toilet facilities for spectators must be available either on or adjacent to the ground.
8. The Club must have its own Bank Account.
9. All applications must be accompanied by a copy of the Club accounts for the previous three years.
10. Accounts must be submitted on an annual basis.

#### **FULL MEMBERSHIP**

In addition to the requirements for Associate Membership, the following criteria must be met.

1. The Ground must be fully enclosed, with a controlled entrance where a gate can be taken.
2. A Club must have been an Associate Member for a period of five consecutive years, unless recommended by the Board, and approved by Council.
3. The ground on which the Club plays must be private, or subject to a licence or lease with a minimum period of **five** years at the time of application. *Should the period remaining on the licence/lease at the time of application be less than two years then the Club must provide a written assurance that the licence or lease will be subject to renewal.*

### FULL MEMBER CLUBS

\* ALTRINCHAM FC ; [Altrincham]  
www.altrinchamfc.com  
Secretary: Mr Paul Carter  
E-mail: secretary@altrinchamfootballclub.co.uk

ASHVILLE F.C.; [Wirral]  
www.ashvillefc.co.uk  
Secretary: Mrs Lynn Kennedy  
Email: lynnmariekennedy@aol.com

BARNTON F.C.; [MidCheshire]  
www.barntonfc.co.uk  
Secretary: Mr Neal Salomon  
Email: neal.salomon@bellingram.co.uk

BLACON YOUTH CLUB F.C.; [Chester]  
blaconyouth.co.uk  
Secretary: Mrs Jane Pryce  
E-mail: janeshaz.byfc106@gmail.com

CAPENHURST VILLA F.C.; [Wirral]  
www.cape-villa.co.uk  
Secretary: Mr Martin Williams  
E-mail: martin.williams56@virginmedia.com

CHEADLE TOWN F.C.; [Stockport]  
www.cheadletown.co.uk  
Secretary: Mr Stuart Crawford  
E-mail: stuart@driftridge.co.uk

CHESTER FC ; [Chester]  
www.chesterfc.com  
Secretary: Mr George Delves  
Email: george.delves@chesterfc.com

CHESTER NOMADS F.C.; [Chester]  
www.chesternomads.co.uk  
Secretary: Mr Thomas Cairns  
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CONGLETON TOWN F.C.; [Macclesfield]  
www.congletontownfc.co.uk  
Secretary: Mr Ken Mead  
E-mail: kenmead@btinternet.com

\* CREWE ALEXANDRA FC ; [Crewe]  
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Secretary: Ms Alison Bowler  
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DOCK AFC; [Wirral]  
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Secretary: Mr Jeff Sheeran  
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ELLESMERE PORT F.C.; [Wirral]  
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Secretary: Mr Thomas Kidd  
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\* HYDE UNITED FC ; [Stalybridge]  
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\* NANTWICH TOWN FC; [Crewe]  
www.nantwichtownfc.com  
Secretary: Mr Carl Thorpe  
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\* STALYBRIDGE CELTIC FC ; [Stalybridge]  
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\* STOCKPORT COUNTY FC ; [Stockport]  
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**\* Indicates Member of The Football Association**

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### ARTICLES OF ASSOCIATION OF THE CHESHIRE COUNTY FOOTBALL ASSOCIATION LIMITED

#### Interpretation

1. The model articles of association for a private company limited by guarantee set out in Schedule 2 of the Companies Regulations 2008 (SI2008/3229) and any amendment or replacement from time to time shall not apply to the Association, but the regulations contained in the following clauses (as originally adopted or from time to time altered by Special Resolution) shall be the Articles.
2. In these Articles:
  - “**the Act**” means the Companies Act 2006 as amended, restated or re-enacted from time to time;
  - “**Affiliated Club**” means a football club which the Council has accepted may affiliate to the Association;
  - “**Articles**” means these Articles of Association;
  - “**Associate Member**” means an Affiliated Club or other person who the Council has resolved may be an associate member of the Association but who shall not have the right to vote at general meetings of the Association;
  - “**Association**” means The Cheshire County Football Association Limited;
  - “**Chairman**” means the Chairman of the Association appointed in accordance with Article 63
  - “**Cheshire Schools FA**” means the Cheshire County division of the English Schools Football Association;
  - “**clear days**” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
  - “**the Council**” means the Council of the Association as constituted under these Articles and any Rules made pursuant thereto;
  - “**Council Members**” means the persons appointed or elected from time to time to be members of the Council in accordance with these Articles;
  - “**Chief Executive**” means the person appointed from time to time to be the Chief Executive for the Association appointed in accordance with Article 79;
  - “**Company Secretary**” means the company secretary of the Association or any other person appointed to perform the duties of the company secretary of the Association pursuant to the Act, including a joint, assistant or deputy secretary;
  - “**County**” means the area described in Article 108b;
  - “**directors of the Board**” means the directors of the Association for the purposes of the Act as appointed from time to time under these Articles;
  - “**District Association**” means an association of Affiliated Clubs which the Council has accepted may affiliate to the Association and which is representative of the Affiliated Clubs within a particular division;
  - “**District Representative**” means a person appointed as a Council Member by a District Association pursuant to Article 43;
  - “**Division**” means such geographical area of the County as is determined by the Council from time to time;

**“Divisional Representative”** means a Council Member elected pursuant to Article 33(vii) and in accordance with Articles 34 to 42;

**“executed”** includes any mode of execution;

**“FA Representative”** means the person appointed in accordance with article 52 to be the Association's representative from time to time at The Football Association under the Articles of The Football Association;

**“First Council Meeting”** means the first meeting of the Council to be held after the Association's Annual General Meeting;

**“Football League Clubs”** means those Affiliated Clubs designated by the directors as playing within the Football League or such other league as the directors shall from time to time decide;

**“Honorary Officers”** means such persons appointed from time to time to such Honorary positions as approved by Council in accordance with Article 51”

**“Laws of the Game”** means the laws of association football as settled by the Federation Internationale de Football Association (“FIFA”) from time to time;

**“Life Members”** means the persons appointed from time to time to be the life members of the Association in accordance with Article 50;

**“Life Vice President”** means the person appointed to be the Life Vice President of the Association pursuant to Article 33(iv) in accordance with Article 49;

**“members”** means those Affiliated Clubs, Affiliated Leagues, District Associations, Full and Associate Members, and individuals admitted into membership of the Association in accordance with Article 3;

**“Membership Rules”** means the membership rules of the Association created and amended from time to time pursuant to Article 6;

**“North West Counties”** means the league known as the North West Counties Football League or such other league as the directors shall decide from time to time;

**“Northern Premier”** means the league known as the Northern Premier Football League or such other league as the directors shall decide from time to time;

**“office”** means the registered office of the Association;

**“President”** means the person appointed from time to time to be the president of the Association in accordance with Article 48;

**“Rules of The Football”** means the Rules of The Football Association as amended from time to time;

**“Rules”** means the rules, regulations, standing orders and bye-laws of the Association as amended from time to time;

**“seal”** means the common seal of the Association;

**“Standing Committees”** means the standing committees of the Council created in accordance with Article 75 as amended from time to time in accordance with Article 76;

**“The Football Association”** means The Football Association Limited at its registered postal address;

**“The Football Conference”** means the Football Conference Limited or such other league as the directors shall decide from time to time;

**“United Kingdom”** means Great Britain and Northern Ireland;

**“Vice-Chairman”** means the person appointed from time to time to be the vice-chairman of the Association in accordance with Article 78;

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Association.

References to writing include references to any visible substitute for writing and to anything partly in one form and partly in another form.

Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender; and words denoting persons include bodies corporate (however incorporated) and unincorporated, including unincorporated associations of persons and partnerships.

Headings are inserted for convenience only and do not affect the construction of these Articles.

### **MEMBERSHIP OF THE ASSOCIATION**

3. The members as at the date of the adoption of these Articles and such other persons as are admitted to membership by the Council in its absolute discretion in accordance with the Articles shall be the members of the Association. Every person who wishes to become a member shall deliver to the Association an application for membership in such form as the Council requires executed by him. The provisions of section 113 of the Act shall be observed by the Association and every member shall either sign a written consent to become a member or sign the register of members on becoming a member. For the purposes of registration the number of members is declared to be unlimited. Every corporation and unincorporated Association which is admitted to membership may exercise such powers as are prescribed by section 323 of the Act. Council Members shall be members but any person who ceases to be a Council Member shall automatically cease to be a member and his name shall be erased from the Register of Members.
4. A member may withdraw from membership of the Association on seven days' clear notice to the Association. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the member to comply or to continue to comply with any condition of membership set out in these Articles or the Membership Rules.
5. The directors may from time to time make, vary and revoke Rules relating to the levels of subscriptions or affiliation fees to be paid by the different categories of members.
6. Subject to Article 5, the Council may from time to time make, vary and revoke Membership Rules relating to all aspects of membership of the Association including (without limitation) Membership Rules:
  - (i) setting out different categories of membership of the Association including Rules for Associate Members;
  - (ii) setting out rights, privileges and obligations of the different categories of members;
  - (iii) relating to the organisation of members including (without limitation) rules of, finances of and financial and other records and minute books to be kept by members;
  - (iv) setting out which office holder(s) of a member may represent the member at general meetings of the Association;
  - (v) setting out disciplinary procedures for members and players.
7. It shall be the duty of the directors, if at any time they shall be of the opinion that the interests of the Association so require, by notice in writing sent by prepaid post to a member's address, to request that member to withdraw from membership of the Association within a time specified in such notice. No such notice shall be sent except on the vote of the majority of the directors present and voting, which majority shall include one half of the total number of the directors for the time being.

8. If, on the expiry of the time specified in such notice, the member concerned has not withdrawn from membership by submitting written notice of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership the member shall so request in writing, the matter shall be submitted to a properly convened and constituted meeting of the directors. The directors and the member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in writing, and he shall not be required to withdraw from membership unless half the directors present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a member and his name shall be erased from the register of members.
9. The members shall pay any subscription, affiliation and other fees set by the directors. Any member whose subscription or affiliation fee is in arrears at such date as the directors shall from time to time prescribe shall be deemed to have resigned his membership of the Association.

### GENERAL MEETINGS

10. The Association shall hold a general meeting in every calendar year as its Annual General Meeting at such time and place as shall be determined by the directors, and shall specify the meeting as such in the notices calling it. The Annual General Meeting shall be held for the following purposes:
  - (i) to receive from the directors a full statement of account, pursuant to Article 95;
  - (ii) to receive from the directors a report of the activities of the Association since the previous annual general meeting;
  - (iii) to announce the appointment of the Divisional Representatives elected pursuant to Articles 34 to 42;
  - (iv) to elect the President and Honorary Officers;
  - (v) to appoint the Association's auditors; and
  - (vi) to transact such other business as may be brought before it in accordance with these Articles.All general meetings other than annual general meetings shall be called general meetings.
11. The directors may call general meetings and, on the requisition of one-tenth of the members pursuant to the provisions of the Act, shall within twenty one days proceed to convene an extraordinary general meeting for a date not later than twenty eight days after the date of the notice convening the meeting. Such requisition must state the object of the meeting. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the Chief Executive or Company Secretary may call a general meeting.

### NOTICE OF GENERAL MEETINGS

12. An annual general meeting and a general meeting called for the passing of a special resolution shall be called by at least 21 clear days' notice and every other general meeting shall be called by at least 14 days' notice. A general meeting may be called by shorter notice if it is so agreed:
  - (i) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
  - (ii) in the case of any other meeting, by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at the meeting of all the members.

13. The notice shall specify the time and place of the meeting and, in the case of special business, the general nature of such business. All business shall be deemed special that is transacted at a general meeting and also all business that is transacted at an Annual General Meeting with the exception of:
- (i) the consideration and adoption of the accounts and balance sheet and the reports of the directors and auditors and other documents required to be annexed to the accounts;
  - (ii) the appointment of auditors (and the fixing of their remuneration) where special notice of the resolution for such appointment is not required by the Companies Act.

The notice shall, in the case of an annual general meeting, specify the meeting as such, and, in the case of a meeting to pass a special resolution, specify the intention to propose the resolution as a special resolution.

14. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate any resolution passed or the proceedings at that meeting.

### **PROCEEDINGS AT GENERAL MEETINGS**

15. No business shall be transacted at any meeting unless a quorum of 25 members (excluding Associate Members) is present in person, by proxy or in the case of a corporate member by representative.
16. If such a quorum is not present, within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the directors may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.
17. The President, or in his absence the Chairman, or in his absence the Vice Chairman shall preside as chairman of the meeting, but if neither the President, the Chairman nor the Vice Chairman be present within 15 minutes after the time appointed for holding the meeting and willing to act, the directors present shall elect one of their number to be chairman of the meeting and, if there is only one director present and willing to act, he shall be chairman of the meeting.
18. If no director is willing to act as chairman of the meeting, or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman of the meeting.
19. The chairman of the meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise, it shall not be necessary to give any such notice.
20. The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without fixing a day for the meeting or to another time or place where it appears to him that:
- (i) members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;
  - (ii) the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or

- (iii) an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
21. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case of a resolution duly proposed as a special resolution, no amendment thereto (other than a mere clerical amendment to correct a typographical error) may in any event be considered or voted upon.
22. A resolution put to the vote of a meeting shall be decided on a show of hands unless, before or on the declaration of the result of the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
- (i) by the chairman of the meeting; or
  - (ii) by at least five members present and having the right to vote at the meeting.
23. Unless a poll is duly demanded a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
24. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
25. A poll shall be taken at such time and place and in such manner as the chairman of the meeting directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
26. In the case of an equality of votes, whether on a show of hands or on a poll, if the chairman of the meeting is a member of the Association then he shall be entitled to a casting vote in addition to any other vote he may have.
27. A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the meeting directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of a result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
28. No notice need be given of a poll not taken forthwith if the time and place at which is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
29. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

### VOTES OF MEMBERS

30. Subject to Article 26, on a show of hands every member who is present in person shall have one vote and on a poll every member present in person by proxy or in the case of a corporate

member by representative shall have one vote. Associate Members shall not be entitled to receive notice of, attend or vote at general meetings.

- 30A Proxies may only validly be appointed by a notice in writing which;
- (a) states the name and address of the member appointing the proxy;
  - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
  - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
  - (d) is delivered to the Association in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.
- 30B A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Association by or on behalf of that person.
- 30C An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
31. If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case unless the chairman of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.
32. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

### **COUNCIL**

33. The Council shall comprise
- (i) the President;
  - (ii) the Chairman;
  - (iii) the Vice Chairman;
  - (iv) the Life Members;
  - (v) the Honorary Officers;
  - (vi) the Divisional Representatives;
  - (vii) the District Representatives;
  - (viii) one representative nominated by the Football League Clubs within the County;
  - (ix) one representative nominated by those Affiliated Clubs which are members at such date as the directors shall prescribe of the North West Counties Football League;
  - (x) one representative nominated by those Affiliated Clubs which are members at such date as the directors shall prescribe of the Northern Premier Football League;
  - (xi) one representative nominated by those Affiliated Clubs which are members at such date as the directors shall prescribe of The Football Conference;
  - (xii) one representative nominated by the Cheshire Schools FA.
  - (xiii) one representative nominated by those affiliated girls and women's leagues within the County.

(xiv) one representative nominated by those affiliated youth football leagues within the County.

(xv) one disability football representative nominated by the Cheshire FA Inclusion Advisory Board.

### **ELECTIONS TO THE COUNCIL**

34. At the annual general meeting each year all of the Divisional Representatives shall retire but shall be eligible for re-election.
35. The members designated by the Council as playing within a Division (other than the Associate Members) shall be entitled to nominate and vote for the Divisional Representative(s) for the Division. Each Division shall be entitled to one Divisional Representative save that where the Council so decides, a Division shall be entitled to two Divisional Representatives.
36. The Chief Executive shall send to the relevant members within each Division each year a nomination form for the election of a Divisional Representative in the place of the Divisional Representatives due to retire at the annual general meeting. Those persons proposed to be nominated as Divisional Representatives to fill any vacancies that have arisen must be nominated by a member (other than an Associate Member) within the relevant Division on the nominated form prescribed by the Board. Such form must be submitted to the Chief Executive by 1 April each year or such other date as the Board shall prescribe from time to time and must be signed by the Chairman of the meeting of the member at which the candidate was nominated and counter-signed by the secretary of that member. No member may nominate more than one candidate for any one vacancy.
37. Any person nominated as a Divisional Representative must reside or have his business address within the Division he represents. No person may be nominated as a Divisional Representative for more than one Division.
38. If there are an equal number of candidates nominated to be the Divisional Representative for a particular Division, those candidates shall be declared elected unopposed as the Divisional Representative for that particular Division at the next annual general meeting. If there are more candidates to be the Divisional Representative for a particular Division than there are vacancies there shall be an election in accordance with the provisions of Articles 39 to 42 (inclusive).
39. If there is to be an election, the Chief Executive shall forthwith, after the time fixed for the close of nominations, send a list of the names of the various candidates nominated and a voting paper to each member (other than the Associate Members) designated by the directors as Full Members within the division. Each candidate shall be sent a list of the nominations in his Division.
40. Voting papers must be delivered in a sealed envelope marked "voting paper" by such time as the Board shall prescribe to the office and shall be opened by such person or persons as the Board shall decide. The candidates receiving the largest number of votes appropriate to the number of vacancies for each Division shall be declared elected at the annual general meeting.
41. In the case of two or more candidates polling an equal number of votes the Council shall at its first Council meeting after the annual general meeting each year elect (in its discretion) one such candidate to be the Divisional Representative for that particular Division. In the event of no nomination having been received from a Division the representative for that particular Division may be appointed by the Council at the first Council meeting after the next annual general meeting.
42. Those persons elected as Divisional Representatives shall hold office for a period of one year from the annual general meeting subsequent to their election but shall be eligible for re-election.



### **APPOINTMENT TO THE COUNCIL**

43. Each District Association shall be entitled to appoint a representative to the Council each year pursuant to paragraph (vii) of Article 33. The District Representative shall be appointed by the relevant District Association at its Council meeting preceding its annual general meeting in each year to serve with effect from the date of the Association's subsequent annual general meeting. The name and address of the District Representative shall be sent to the Chief Executive by 1 June or such other date as the Board shall prescribe from time to time. Those persons appointed as District Representatives shall hold office from the date of the subsequent annual general meeting until the date of the next annual general meeting. In the event of a casual vacancy arising among the District Representatives, the District Association shall be entitled to fill the vacancy with a suitably qualified substitute. A person appointed as District Representative pursuant to this Article may be removed by the District Association.
44. Each organisation or group of organisations entitled to nominate a person to be a Council Member pursuant to paragraphs (viii) to (xv) (inclusive) of Article 33, shall decide for themselves which person they propose to nominate as a Council Member and shall inform the Chief Executive of the name of their Council Member by 1 June or such other date as the Board may prescribe. Such persons shall serve from the date of the subsequent annual general meeting until the date of the next annual general meeting and shall be eligible for re-appointment. In the event of a casual vacancy arising among the Council Members appointed pursuant to this Article, the organisation concerned shall be entitled to fill the vacancy with a suitably qualified substitute.
45. In the event of a casual vacancy occurring in relation to any Divisional Representative, the Council shall have power (but shall not be obliged) to appoint a substitute Divisional Representative suitably qualified to represent that Division until such time as the person who was replaced was due to retire and such person shall be eligible for re-election in accordance with these Articles.
46. The Council Members shall remain in office until the meeting at which they were due to retire. In addition to the power set out in Article 45 but subject to Articles 43 and 44 the Council shall have power to fill any other vacancy which may occur on the Council during the year. A Council Member so appointed to fill a vacancy shall hold office until such time as the person who was replaced was due to retire but shall be eligible for re-appointment in accordance with these Articles.
47. The Council shall have power to co-opt up to five persons as they think fit to serve as Council Members. Those persons co-opted to the Council shall serve for such term and on such conditions as the Council thinks fit and may be removed by Council at any time.

### **PRESIDENT**

48. At the annual general meeting of the Association each year, the President shall retire but shall be eligible for re-election. Any member of the Association (excluding Associate Members) may propose or second a nomination for President by 1 April (or such other date as the directors may prescribe) in any year. Such person shall hold office from the date of the subsequent annual general meeting until the next annual general meeting but shall be eligible for re-election. The President shall be elected at the annual general meeting each year. Upon his election as President of the Association, such person shall resign from all other executive positions held by him in other footballing organisations. The President shall have such rights and privileges as the Council shall from time to time prescribe.

### **LIFE VICE PRESIDENT**

49. The Life Vice President shall be entitled to remain on the Council for the rest of his life without the need to be re-appointed. For the avoidance of doubt, thereafter no further persons (whether or not Council Members) may be appointed as Life Vice-Presidents.

### **LIFE MEMBERS**

50. A Council Member who has served as a Council Member for at least 21 years either continuously or in aggregate shall be appointed as a Life Member at the May Council meeting in the season in which 21 years' service is attained and shall be presented with a long service award at the next annual general meeting. The Council may at any time, in its absolute discretion appoint a Council Member who has not served as a Council Member for 21 years but who, in Council's opinion, has given meritorious service to the Association, as a Life Member at an annual general meeting. Life Members shall be entitled to remain on the Council for the rest of their lives without the need to be re-appointed. Life Members shall have such rights and privileges as the Council shall, from time to time, prescribe.

### **HONORARY OFFICERS**

51. The Council shall decide in January of each year, the Honorary Officer positions for the ensuing season. Each candidate must be proposed and seconded by two members (excluding Associate Members) of the Association by 1 April (or such other date as the directors may prescribe) in any year. The members (excluding Associate Members) at the annual general meeting in each year shall decide which persons shall be elected to the honorary positions. Upon election to an honorary position, a person so elected shall resign from all other executive positions held by him in other footballing organisations. Such persons shall be appointed for a one year term from the annual general meeting at which they are elected until the next annual general meeting. A casual vacancy arising amongst these Council Members may only be filled in accordance with Article 47. 46 Where there are two candidates for any honorary position, the candidate receiving the greater number of votes shall be declared duly elected. If there is a tie a further election shall be held and if there is still a tie, election shall be by the drawing of lots. Where there are more than two candidates for an honorary position, unless one candidate has more than 50% of the votes cast, the candidate receiving the least number of votes shall withdraw. In the event that there is more than one candidate who receives the lowest number of votes, there shall be a ballot to determine who should withdraw and a further ballot or ballots be taken until a candidate is elected in accordance with these Articles.

### **FA REPRESENTATIVE**

52. At the May Council meeting in each year, the Council shall decide which Council Member should be the FA Representative for the ensuing year. Such person shall be appointed for a one year term and upon such conditions as the Council thinks fit. Any person so appointed may be removed at any time by the Council. A casual vacancy arising in the position of FA Representative shall be filled by the Council. Where there are two candidates for FA Representative, the candidate receiving the greater number of votes shall be declared duly elected. If there is a tie a further election shall be held and if there is still a tie, election shall be by the drawing of lots. Where there are more than two candidates for the position of FA Representative, unless one candidate has more than 50% of the votes cast, the candidate receiving the least number of votes shall withdraw. In the event that there is more than one candidate who receives the lowest number of votes, there shall be a ballot to determine who should withdraw and a further ballot or ballots be taken until a candidate is elected in accordance with these Articles.

### **POWERS OF THE COUNCIL**

53. The Council has the power to appoint and remove the directors in accordance with these Articles.
54. The Council has the power to regulate and manage all footballing matters referred to it including (without limitation) all disciplinary, selection, referees, leagues sanction and other matters pertaining to the regulation and conduct of football in the County.

### **PROCEEDINGS OF THE COUNCIL**

55. Council Members are entitled to attend all Council meetings and general meetings and subject to the provisions of these Articles are entitled to vote at such meetings.
56. The Chief Executive may and on the request of any twelve Council Members, the Chief Executive shall call Council meetings. The notice shall be sent to all the Council Members individually. At least seven days' notice shall be given of Council meetings. The accidental omission to give notice of a Council meeting to, or the non-receipt of notice of a meeting by, any Council member shall not invalidate any resolution passed or the proceedings at that meeting. The Council shall meet at least four times in each calendar year. No business shall be transacted unless a quorum of twenty Council Members is present.
57. The Council shall have the power to make standing orders for the conduct of Council meetings and the Council may otherwise regulate their proceedings as they think fit. Council meetings shall be conducted in accordance with those standing orders. Each Council Member shall have one vote.
58. Any Council Member who shall without sufficient reason be absent, without the permission of the Council, from three consecutive Council meetings and/or three consecutive meetings of a Standing Committee of which he is a member, shall be deemed to have resigned his membership of the Council.

### **DIRECTORS**

59. Subject to Articles 6 and 54, the affairs of the Association shall be governed by the directors who may authorise all such acts and the exercise of all such powers of the Association by the directors, on whom executive management powers are conferred as directors, as may be required to give effect to the objects as described in the Articles of Association, and which are not by statute or these Articles required to be done or exercised by the Association in general meeting or by the Council.
60. In the absence of any expression to the contrary in the Articles, rules or any regulations, or standing orders, or decisions of the directors, a matter shall be carried if supported by a simple majority of the directors present and voting.

### **NUMBER OF DIRECTORS**

61. Unless otherwise determined by ordinary resolution, the number of directors shall be subject to a maximum of nine but shall be not less than five.

### **BOARD OF DIRECTORS**

62. The directors shall be:  
the Chairman;  
up to eight further persons elected by the Council.
63. At the First Council Meeting following the annual general meeting in each year, the Council shall decide which Council Member shall be appointed as the Chairman. The person appointed as the Chairman shall hold office for a one year term from the Council meeting at which he is appointed but is eligible for re-election. Where there are two candidates for Chairman, the candidate receiving the greater number of votes shall be declared duly elected. If there is a tie a further election shall be held and if there is still a tie, election shall be by the drawing of lots. Where there are more than two candidates for the position of Chairman, unless one candidate has more than 50% of the votes cast, the candidate receiving the least number of votes shall withdraw. In the event that there is more than one candidate who receives the lowest number of votes, there shall be a ballot to determine who should withdraw and a further ballot or ballots be taken until a candidate is elected in accordance with these Articles.

64. The directors to retire at the First Council Meeting following the annual general meeting shall be those who have served longest in office since their last appointment or re-appointment, but shall be eligible for re-election. As between directors who have served for an equal length of time the directors to retire shall (unless they otherwise agree) be determined by lot. It shall be reported to the May Council meeting each year (i) which two directors are to retire at the subsequent First Council Meeting following the annual general meeting and their willingness or otherwise, to be re-elected and (ii) the names of any other Council members and/or persons (with the approval of Council) who wish to stand for election. Such other Council members/other persons wishing to be considered for election as directors should indicate that interest, in writing, with curriculum vitae, to the Chief Executive by 1 April each year or such other date as the Council may from time to time prescribe. The Council shall decide at the first Council meeting following the annual general meeting each year which two Council members/other persons shall be elected as directors to replace those retiring. Where necessary, a ballot of Council members shall be held. The two persons elected as directors shall hold office for a three year term from the first Council meeting at which they are elected until the First Council Meeting following the annual general meeting in the third year after their appointment. Where there are more than two candidates for election as directors, unless one candidate has more than 50% of the votes cast, the candidate receiving the least number of votes shall withdraw. In the event that there is more than one candidate who receives the lowest number of votes, there shall be a ballot to determine who should withdraw and a further ballot or ballots be taken until a candidate is elected in accordance with these Articles.

### **DELEGATION OF DIRECTORS' POWERS**

65. The directors may delegate any of their powers to any committee consisting of one or more directors.

They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him.

Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers, and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of directors so far as they are capable of applying.

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

66. Without prejudice to the provisions of section 168 of the Act, the members may by ordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another suitably qualified person in his stead; but any person so appointed shall retain his office so long only as the director in whose place he is appointed would have held the same if he had not been removed.
67. The Council may appoint a person who is willing to act to be a director to fill a casual vacancy provided that the appointment does not cause the number of directors to exceed any number fixed in accordance with these Articles as the maximum number of directors. A director so appointed shall hold office until the person he has replaced was due to retire but shall be eligible for re-election.
68. If any director is not re-appointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

69. The office of a director shall be vacated:
- (i) if he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or

- (ii) if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (iii) if he is, or may be, suffering from mental disorder and either:
- (iv) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
- (v) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (vi) if he resigns his office by notice to the Association; or
- (vi) if he shall without sufficient reason for more than three consecutive Board meetings have been absent without permission of the directors and the directors resolve that his office be vacated; or
- (vii) if he is suspended from holding office or from taking part in any footballing activity, relating to the administration or management of the Association by a decision of The Football Association or another football association recognised by The Football Association; or
- (ix) if he is removed from office by a resolution duly passed pursuant to section 168 of the Act; or
- (x) if he is removed from office by three quarters majority of Council Members present and voting at the Council meeting at which the resolution to remove him is proposed.

### **DIRECTORS' AND COUNCIL MEMBERS' EXPENSES AND HONORARIA**

70. The directors and Council Members may be paid all reasonable travelling, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or other meetings of the Association or otherwise in connection with the discharge of their duties save where the Rules provide otherwise. The Association may also fund a director's expenditure for the purposes permitted under the Act and may do anything to enable a director to avoid incurring such expenditure as provided in the Act.

The Board may at its discretion, an award honorarium to such persons as it thinks fit.

### **DIRECTORS' APPOINTMENTS AND INTERESTS**

71. Subject as otherwise provided in the Act or these Articles, a director may be in any way, directly or indirectly, interested in any contract or arrangement or transaction with the Association and he may hold and be remunerated in respect of any office or place of profit (other than the office of Auditor of the Association ) under the Association and he (or any firm of which he is a member ) may act in a professional capacity for the Association and be remunerated and in any such case (save as otherwise agreed ) he may retain for his own absolute use and benefit all profits and advantages accruing to him in consequence of so acting.
72. a) A director must declare to the other directors any situation of which he is aware in which he has, or could have, a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the Association unless it relates to a contract, transaction or arrangement with the Association or the matter has been authorised by the directors or the situation cannot reasonably be regarded as likely to give rise to a conflict of interest.
- b) The directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law any conflict or

potential conflict disclosed under Article 72(a). Provided that for this purpose the director in question and any other interested director are not counted in the quorum for any resolution at any board meeting pursuant to which such conflict or potential conflict is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

- c) A director may not, by reason of his office, be accountable to the Association for any benefit which he derives from any matter where the conflict or potential conflict has been authorised by the directors pursuant to Article 72(b) (subject in any such case to any limits or conditions to which such authorisation was subject).
73. a) A director who becomes aware that he is in any way, directly or indirectly interested in a proposed or existing contract, transaction or arrangement with the Association must declare the nature and extent of that interest to the other directors unless it cannot reasonably be regarded as likely to give rise to a conflict of interest.
- b) Save as herein provided, or otherwise agreed in writing by all the directors, a director shall not vote in respect of any contract, transaction or arrangement with the Association in which he has an interest which is to his knowledge a material interest otherwise than by virtue of being a member. A director shall not be counted in the quorum at the meeting in relation to any resolution on which he is debarred from voting.

Subject to the provisions of the Act and always to the provisions of Article 72 a director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning;

- (i) the giving of any security, guarantee or indemnity in respect of a debt or obligation of the Association or any subsidiary for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by giving of security; or
- (ii) any arrangement for the benefit of directors or employees of the Association or directors or employees of any subsidiary which does not award him any privilege or benefit not generally awarded to the other persons to whom the arrangement relates.

If any question shall arise at any time as to the materiality of a director's interest or as to the entitlement of any director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the chairman of the meeting (or if the director concerned is the chairman to the other directors at the meeting) and his or their ruling (as the case may be) shall be final and conclusive except in a case where the nature or extent of the interests of such director has not been fairly disclosed.

Subject as otherwise provided in the Act or these Articles, a director may be in any way, directly or indirectly, interested in any contract or arrangement or transaction with the Association and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Association) under the Association and he (or any firm of which he is a member) may act in a professional capacity for the Association and be remunerated and in any such case (save as otherwise agreed) he may retain for his own absolute use and benefit all profits and advantages accruing to him in consequence of so acting.

### **DIRECTORS' GRATUITIES AND PENSIONS**

74. The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Association or with any body corporate which is or has been a subsidiary of the Association or a predecessor in business of the Association or of any such subsidiary, and for any member of his family (including a spouse and a former spouse)

or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

### PROCEEDINGS OF DIRECTORS

75. At the first directors' meeting) following the annual general meeting each year the directors shall appoint such persons (whether or not Council Members) as they think fit to the following committees of the Council to hold office until the first directors' meeting following the next annual general meeting:
- Leagues Sanction Committee;
  - Youth Committee;
  - Cups Committee,
  - Discipline Committee;
  - Referee Committee;
  - Football Development Committee.
- Such other ad hoc committees to deal with footballing matters as the Council sees fit.
76. The Council may in its absolute discretion at any time amend or add to the list of Standing Committees in Article 75 and the Council may at any time dispense with the need for any of the Standing Committees set out in Article 75.
77. Each Standing Committee appointed in accordance with Article 75 shall decide which of its number shall be chairman and which vice chairman. For the avoidance of doubt the chairman and vice chairman of any Standing Committee must be Council Members. The secretary of each Standing Committee shall be appointed by the directors. Each Standing Committee shall conduct its business in accordance with any terms of reference and standing orders set by the directors from time to time. The quorum for the transaction of the business of a Standing Committee shall be half its membership.
78. At the first directors' meeting following the First Council Meeting after the Association's annual general meeting each year, the directors shall elect one of their number to be the Vice-Chairman of the Association. The President, Chairman and Vice-Chairman shall be members of all Standing Committees ex-officio and are entitled to receive notice of all meetings of Standing Committees and shall be entitled to attend, speak and vote at such meetings.
79. The directors shall appoint such person as they think fit to be the Chief Executive upon such terms and conditions as they think fit. The Chief Executive shall be entitled to receive notice of all general meetings, all meetings of the Council, all meetings of the Standing Committees and all directors' meetings and shall be entitled to attend and speak at such meetings but shall not be entitled to vote at such meetings. The Chief Executive shall, on being appointed pursuant to this Article, resign from all other executive positions held by him/her in other footballing organisations.
80. The directors shall regularly report to the Council on all their activities.
81. Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may, and the Chief Executive at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
82. Any director may participate in a meeting of the Board, or of a committee of directors, by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly



be counted in the quorum and entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.

83. A meeting of the directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Association generally.
84. The continuing directors or a sole continuing director may act notwithstanding any vacancies in their number, but, if the number of directors is less than the number fixed as the quorum, the continuing directors or director may act only for the purpose of calling Council meetings, filling vacancies or calling a general meeting.
85. The Chairman shall be the chairman of the Board of directors. Unless he is unwilling to do so, the Chairman shall preside at every meeting of directors at which he is present, but if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Vice-Chairman shall preside. If there is no Vice-Chairman or if he is unwilling to preside or if he is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
86. All acts carried out by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.
87. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors.
88. Save as otherwise provided by the Articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Association.
89. The Association may, by ordinary resolution, suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a director from voting at a meeting of directors or of a committee of directors.
90. Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the Association or anybody corporate in which the Association is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.
91. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

### **SECRETARY**

92. Subject to the provisions of the Act, the Company Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. For the avoidance of doubt, the Chief Executive may be appointed as the Company Secretary.



### MINUTES

93. The directors shall cause minutes to be made in books kept for the purpose:
- (i) of all appointments made by the directors; and
  - (ii) of all proceedings at meetings of the Association, which shall include without limitation proceedings of the Council, and of the directors, and of committees of directors, including the names of the directors present at each such meeting.

Any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

### THE SEAL

94. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the Company Secretary or by a second director.

### ACCOUNTS

95. The directors shall cause accounting records of the Association to be kept in accordance with section 386 of the Act and any regulations made pursuant thereto (or as the same may be hereafter amended or altered). No member shall (as such) have any right of inspecting any accounting records or other book or document of the Association except as conferred by statute or authorised by the directors or by ordinary resolution of the Association. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more appropriately qualified auditor or auditors. Auditors shall be appointed and their duties regulated in accordance with the Act.

### NOTICES

96. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
97. The Association may give any notice to a member in any newsletter or other publication of the Association distributed to the members or may be given in a newspaper circulating throughout the County or notice may be affixed to the premises of the Associate or may be given personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Association an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Association. Notice may be given (i) in hard copy, (ii) in electronic form or (iii) by means of a website or partly by one and partly by another of those means ( ie two out of three ).
98. A member present at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
99. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

### DISSOLUTION

100. If upon the winding-up or dissolution of the Association there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall be paid to or distributed among the members of the Association equally.

### **RULES**

101. The Association and its members shall be bound by and subject to and shall act in accordance with the Rules and the Rules of The Football Association and any regulations, standing orders, decisions, rulings or other findings or orders of any nature made pursuant to the Rules or the Rules of the Football Association. In the case of any difference between provisions under these Articles, the Rules and the Rules of the Football Association, the Rules of the Football Association and any provisions made pursuant to them shall take precedence.

### **INDEMNITY**

102. Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Association shall be indemnified out of the assets of the Association against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, or breach of duty or breach of trust in relation to the affairs of the Association.

### **ALTERATIONS TO THE ARTICLES**

103. Any proposal to alter the Articles not being such as by statute requires a special resolution or to wind-up the Association shall require the approval of the Association in general meeting and the same may be passed or approved by a resolution of the Association passed by a majority of not less than three quarters (3/4) of the members of the Association for the time being entitled to vote who may be present in person in accordance with the Act and (in the case of winding-up) in accordance with the provisions of the Insolvency Act 1986 (as amended from time to time).
104. The Football Association shall, if invited by the directors to the meeting, have, all the rights of a member of the company in relation to receiving notice of, and attending and speaking at general meetings and to receiving minutes of general meetings but shall have no right to vote at general meetings.

### **RULES, STANDING ORDERS AND BYE-LAWS**

105. The directors have the power from time to time to make, repeal and amend regulations for the better administration of the Association.
106. The Council has the power to make, repeal and amend regulations for the sanction and control of leagues and competitions, regulations for disciplinary proceedings of players and members, and regulations relating to referees.
107. Any such rules made pursuant to Articles 105 and 106 must be consistent with and subject to the Rules of The Football Association.

### **OBJECTS**

108. The objects for which the Association is established are:
- (a) to promote, foster, develop and support the game of Association Football ("the game") in every way, without discrimination, and to take all steps as shall be thought necessary or advisable for preventing infringements of the Laws of the Game as they apply from time to time, or any improper methods or practices in the game, and for protecting the game from abuses;
  - (b) to make, adopt, vary and publish rules, regulations, bye-laws and conditions for the regulation of the game or otherwise within the county boundaries of Cheshire County Football Association Limited (as defined on 31 March 1974) or such other area as shall be determined from time to time by The Football Association Limited, and to

take all such steps as shall be thought necessary or advisable for enforcing such rules, regulations, bye-laws and conditions;

- (c) to promote, foster, develop and support the principle of fair play in the game by encouraging everyone involved in the game to show respect to each other and to behave in a sporting manner both on and off the field of play;
- (d) to promote, foster, develop and support organisations designed in any way to promote, foster, develop and support the game, including playing the game, the training and regulation of players, coaches and referees, the promotion of sportsmanship, the promotion of security in relation to spectating and the advancement of science and medicine as they apply to the game, and in any way in relation to all other aspects of the game, including by subscribing for shares, loan stock, warrants and other instruments in such organisations, or becoming involved as a member or affiliate of such organisations, or facilitating the drafting and adoption of the constitution or memorandum and articles of association of such organisations or by making payments by way of grant or otherwise to such organisations;
- (e) to maintain, continue and provide for the affiliation and registration of competitions, clubs and other organisations for promoting or playing the game;
- (f) to maintain, continue and provide for the affiliation and registration of players, referees, coaches and others involved in the game;
- (g) to promote, provide for, regulate and manage competitions and matches, in the County or elsewhere, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to such promotion, provision, regulation or management, including for the comfort, conduct, conveyance, convenience or benefit of players and of the public, and of any other persons concerned or engaged in such competitions or matches;
- (h) to provide for the proper custody, insurance, protection, exhibition, awarding, distribution or loan of or other dealing with all or any of the cups, shields and other prizes of or relating to Cheshire County Football Association Limited;
- (i) to provide for representation at general meetings and on the Council of The Football Association Limited of persons involved in the game within the County by such means and in such manner as shall be determined from time to time under the rules, regulations or bye-laws, conditions or articles of the Association;
- (j) to provide for, make and vary all such rules, regulations and bye-laws as they relate to persons involved in the game in the County from time to time;
- (k) to provide by rules, regulations, conditions, bye-laws, or otherwise, for deciding and settling all differences that may arise between associations, clubs, competitions, players or any persons who are members of or who are employed or engaged by any such association, competition or club, or any other person in reference to due compliance with the Laws of the Game (as from time to time prescribed by The Football Association Limited) or the rules, regulations, conditions or bye-laws of the Association or of The Football Association Limited, or in reference to contracts, or to any other matter of dispute or difference arising between such, or persons, or any of them, and whether the Association is concerned in such dispute or difference or not, and to make such provisions for enforcing any award or decision as shall be thought proper;
- (l) to co-operate with or assist any association or club or competition or other person involved in the game in any way which the Association shall think proper, and to enter into or adopt any agreement or arrangements with such;
- (m) to co-operate with The Football Association Limited in all matters relating to the game, including compliance with the Rules of The Football Association Limited and

the rules and regulations of any body to which The Football Association Limited is affiliated; and

- (n) to adopt and carry out all such rules and regulations, conditions, bye-laws, agreements and arrangements of The Football Association Limited, as are now in existence and from time to time, and to comply with or to enforce the due compliance with the same unless and until the same shall have been duly varied in accordance with the terms thereof.
109. The objects stated in each part of Article 108 shall not be restrictively construed but shall be given the widest interpretation. In Article 108, the word "association" shall, except where used to refer to the Association, mean any partnership or other body or person, whether corporate or unincorporated, and whether domiciled in the United Kingdom or elsewhere. Except where the context expressly so requires, none of the objects stated in Article 108, shall be limited by, or be deemed subsidiary or auxiliary to, any other object stated in Article 108.

### **MEMBERS' LIABILITY AND APPLICATION OF PROPERTY**

110. The liability of the members is limited.
111. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of distribution, bonus or otherwise by way of profit to the members of the Association save that the provisions of Article 100 shall apply on the winding-up or dissolution of the Association. Provided that nothing herein shall prevent any payment in good faith by the Association:
- a) of reasonable and proper remuneration to any director, member, officer, servant or consultant of the Association for any services rendered to the Association and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such director, member, officer, servant or consultant of the Association;
  - b) to any director who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other directors to act in that capacity on behalf of the Association;
  - c) of interest on money lent by a member of the Association or its directors at a commercial rate of interest;
  - d) to any director of reasonable and proper out-of-pocket expenses or other costs as permitted further to Article 70;
  - e) of reasonable and proper rent for premises demised or let by any member of the Association or by any director;  
of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the directors (or any of them) in relation to the Association.

Every member of the Association undertakes to contribute such amount as may be required (not exceeding £10) to the Association & apposes assets if it should be wound-up while he is a member or within one year after he ceases to be a member, for payment of the Association & apposes debts and liabilities contracted before he ceases to be a member, and the costs, charges and expenses of winding-up, and for the adjustment of the rights of the contributors among themselves.

### THE CHESHIRE COUNTY FOOTBALL ASSOCIATION LIMITED

#### Appendix 1 to the Articles of Association as amended in June 2008 and June 2013

##### The first Council Members following incorporation in 2000

|                                        |                                                                                           |
|----------------------------------------|-------------------------------------------------------------------------------------------|
| The President                          | Alan Burbidge                                                                             |
| The Chairman                           | Alan Burbidge                                                                             |
| The Vice Chairman                      | Edward Crabtree                                                                           |
| The Vice Presidents                    | Roy Egan<br>Edward Crabtree                                                               |
| The Life Vice Presidents               | John Dillon<br>Robert Edwin Whitby<br>Leslie Bullock<br>Ralph Hewitt<br>Geoffrey Antrobus |
| The Life Members                       | Alan Burbidge<br>Alan Collins                                                             |
| The Honorary Assistant Secretary       | David Douglas Edmunds                                                                     |
| The Honorary Treasurer                 | vacant                                                                                    |
| The Honorary Youth Secretary           | David Douglas Edmunds                                                                     |
| Honorary Referees' Secretary           | Robert Edward Cooper                                                                      |
| Honorary Assistant Referees' Secretary | Leslie David Welch                                                                        |
| The Divisional Representatives :       |                                                                                           |
| Altrincham                             | Peter Ferneyhough                                                                         |
| Chester                                | Ian Walter Speed                                                                          |
| Crewe                                  | Norman Baker                                                                              |
| Macclesfield                           | William Carruthers Wilson                                                                 |
| Mid Cheshire                           | Geoffrey Charles Jackson                                                                  |
| Runcorn                                | Patrick Crowe                                                                             |
| Stalybridge and Hyde                   | Paul Cullen                                                                               |
| Stockport                              | John Stephen Smith                                                                        |
| Wirral                                 | John Kenneth Halsall<br>John Alexander Thomas                                             |
| The District Representatives :         |                                                                                           |
| Altrincham                             | Carl Harrison                                                                             |
| Chester                                | Terence Carroll                                                                           |
| Crewe                                  | John Joseph Osborne                                                                       |
| Macclesfield                           | David Mansfield                                                                           |
| Mid Cheshire                           | Terence George Harrop                                                                     |
| Runcorn                                | John Terence Clare                                                                        |
| Stalybridge and Hyde                   | John Richard Mullen                                                                       |

## Membership Rules Appendix

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|---------------------------------------------------------------------------------|---------------------------|
| Stockport                                                                       | Melvyn James Pomfret      |
| Wirral                                                                          | Francis George Robinson   |
| The representatives nominated by the Football League Clubs :                    |                           |
| Crewe Alexandra FC                                                              | David Martin Rowlinson    |
| Macclesfield Town FC                                                            | Colin Garlick             |
| Stockport County FC                                                             | David Bates               |
| Tranmere Rovers FC                                                              | Anthony John Adams        |
| Chester City FC                                                                 | Michael Fair              |
| The representative of the North West Counties Football League Affiliated Clubs: | William James King        |
| The representative of the Northern Premier League Affiliated Clubs:             | Robert Duncan Bayley      |
| The representative of the Football Conference Affiliated Clubs:                 | Derek Reginald Nuttall    |
| The representative of Cheshire Schools' FA:                                     | Geoffrey Michael Reynolds |

### **Appendix 2 to the Articles of Association as amended in June 2008 and June 2013**

#### **The first Board of Directors following incorporation in 2000**

|                                           |                                                                                                                                         |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Chairman                                  | Alan Burbidge                                                                                                                           |
| 6 further persons elected by the Council: | Robert Duncan Bayley<br>Melvyn James Pomfret<br>William James King<br>Terence George Harrop<br>David Douglas Edmunds<br>Edward Crabtree |

Ref. ArticlesApproved AGM 030613

### MEMBERSHIP RULES

#### 1 General

- 1 These Membership Rules are made pursuant to the Association's Memorandum and Articles of Association. Where there is any inconsistency between these Rules and the provisions of the Memorandum and Articles of Association, the provisions of the Memorandum and Articles of Association shall prevail.
- 2 The Association shall be affiliated to The Football Association such of whose Rules, Regulations, Bye-Laws and practices as affect affiliated Associations and their members (as amended from time to time) shall be binding on this Association and its members and be deemed to form part of these Rules.

#### 2 Membership

- 1 Other than Leagues or Competitions sanctioned by The Football Association, all District Associations, Leagues and Competitions, and Clubs playing football in accordance with the Laws of the Game (as settled by the International Football Association Board) as the Council may approve, must be affiliated to or sanctioned by this Association and must observe the Rules, Regulations and Bye-laws of this Association and/or its appropriate District Association.
- 2 Clubs admitted to membership of this Association will be classified as either "Full Members" or "Associate Members". (For the avoidance of doubt "Full Members" shall also include Affiliated Leagues, District Associations and Council Members as defined in the Articles).
- 3 Prior to admission to Membership a Club must satisfy the Council that it is properly constituted, and can meet the criteria required for the status of a Full or Associate Member Club as determined from time to time by Council. All Associations, Leagues and Competitions shall satisfy the Council that they consist entirely of properly constituted Clubs.
- 4 Full and Associate Member Clubs must, no later than the 1st August in each year, submit to Cheshire Football Association a certified balance sheet, duly audited by a suitable person(s) who shall have been appointed by the Club Annual General Meeting. Such balance sheet shall refer to the previous season, or year end, in accordance with the Club rules.
- 5 Full Members shall have the rights of membership set out in the Memorandum and Articles of Association and also have full rights of membership of the District Association in whose area their headquarters are located.
- 6 The Council will determine upon any application from an Associate Member to become a Full Member, and may also reduce the classification of a Full Member to that of an Associate Member if in its discretion it considers the situation to be justified.
- 7 If a Full Member or Associate Member changes its constitution the Council may decide in its absolute discretion if it considers the new Club after such change is in effect the same entity as previously existed that the Club may retain the qualification to which it was entitled before the change took place.
- 8 (i) Any Club (unincorporated association) Member of this Association, going defunct with assets, shall make provision for such assets to be divided equally amongst its registered Club Members, as at the time of Closure and also during the previous season, unless the Club Rules or Constitution states to the contrary  
(ii) Members are considered to be current Registered Players, Officers, Management Committee and Members on the Club's Register, providing they are over the statutory school leaving age.
- 9 Any Club (unincorporated association) Member of this Association going defunct owing money to this Association, or any League or Competition, shall be subject to the following procedures:  
(a) Club Members as set out in 2.7 (ii) above, including new Members, shall be held responsible for the payment of an equal share of any debt

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## Membership Rules

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(b) Debts refer to football related debts, ie League or Competition fees or fines made in accordance with sanctioned Rules and disciplinary fines

(c) In Youth Clubs the Members as set out in 2.7(ii) above, are responsible for the payment of an equal share of any debt, apart from Registered Players who are of compulsory school age within the meaning of the Education Acts applying in England, or who are over the School leaving age but are, for the time being, attending a school or in full-time education in an establishment of further education

10 Each Club Member of this Association shall forward to the General Manager on or before 1 October in each year a return in accordance with the form (Form A) previously obtained from him/her. (Penalty for non-compliance £10).

11 Each District Association shall cover a defined area which shall not be extended or altered without the consent of the Association.

12 The Rules of District Associations shall be formulated by this Association.

### **3 Powers of the Association**

1 The Council shall:

(a) have first claim on all players belonging to Clubs who are Members of this Association

(b) have first claim on all grounds of Clubs belonging to Members of this Association at a rental of 10% gross gate receipts or £150 whichever is the greater

(c) have power to inspect the books and papers of all District Associations, Clubs, Leagues and Competitions affiliated to this Association at any time. All books and vouchers for at least the two seasons preceding the current season must be retained and be ready for production whenever required by the Council. The officials of any Association, Club, League or Competition which may disband shall produce to the Council all books, papers, vouchers and an audited balance sheet showing the financial positions at the date of disbandment.

(d) have powers to suspend Club Officials or Players (over the statutory school leaving age) from all Football and its management who incur debts with the Association, Sanctioned Leagues/Competitions or Member Clubs of the Association provided requests for suspension are received by the Chief Executive of the Association within three months of the date due for payment accompanied by a copy of the correspondence sent to the debtor showing the amount due. Debts refer to football related debts as described in Rule 2.8 (i) (b) and must have a total value of not less than £25.00

Requests for the Association to recover monies for Clubs, Leagues or Competitions shall be liable to an administration charge of £10.00 for each request.

### **4 Leagues and Competitions**

1 No League or other combination of Clubs, unless it has obtained the consent of The Football Association shall be formed within the County without the consent of this Association.

2 All applications for the formation or continuance of Leagues and Competitions shall be made on the prescribed form (Form D) obtainable from the office, and which must be received by the General Manager not later than 1 August in each year (maximum penalty for non-compliance not to exceed £25).

3 All Leagues must, no later than 1 August in each year, submit to the Cheshire Football Association a certified balance sheet, duly audited by a suitable person(s) who shall have been appointed by the League Annual General Meeting. Such balance sheet shall refer to the previous season, or year end, in accordance with League Rules. Separate accounts must be kept and shown in respect of:

(a) Club guarantee fees

(b) Benevolent Fund (if operated)



The balance sheet must show opening and closing balances and where funds are held.

- 4 (a) Any League or Competition going defunct or ceasing to operate for any reason must inform the County Football Association immediately
- (b) The assets of any League or Competition going defunct or ceasing to operate shall be placed in trust with the County Football Association, who shall oversee the payment of all debts and liabilities of the League or Competition
- (c) Any surplus assets of a League or Competition going defunct shall be transferred to the Cheshire Football Association, unless the Rules of the League or Competition provide to the contrary
- 5 All the Regulations as laid down from time to time by The Football Association for the sanction and control of League and Competitions shall apply as if the same were herein repeated in full and shall be operated on behalf of the Council by such Leagues Sanction Committee it shall appoint for such purposes.
- 6 In addition thereto (and not by way of substitution thereof):
  - (a) All Clubs within the area of this Association desirous of joining a League or Competition which is controlled outside the area of this Association must obtain the written permission of the Council before entering such League or Competition.
  - (b) Competitions sanctioned by this Association desirous of including Clubs members of other County Associations or of The Football Association of Wales must ascertain if the Clubs have fulfilled all obligations to these Associations before admitting them to membership.
  - (c) The Council reserves the right to insist that each Member Club of this Association shall enter one or more of its Cup Competitions as it deems appropriate.
  - (d) The Council shall have the power to exclude (with or without such penalty as it might determine) any Club from taking part in such nominated Cup Competition.
  - (e) No League shall admit as a member a Club formerly a member of another League unless all obligations to the former League have been fulfilled.
- 7 Charity or Club Workshop and Small-sided Competitions shall not be formed without the consent of this Association and shall be administered by the District Association, as required by the Council, in the area in question.
- 8 All Clubs considered to be Open Age District Association Clubs playing in sanctioned Leagues are required to enter an approved competition by their District Football Association; exemption from which may be given by the County Association to those Clubs who enter the Amateur and Sunday Challenge Cups of the County Association.
- 9 All Clubs, and Sanctioned Leagues, affiliated to Cheshire County Football Association shall carry Public Liability insurance cover at a minimum liability as determined from time to time by Council

### **5 Misconduct**

- 1 The Council shall have power to deal by suspension from taking part in football or football management, fine or otherwise as they decide, with all violations of the Laws of the Game, the Rules, Regulations and Bye-Laws of The Football Association or of this Association or of any affiliated League or Competition, Organisation or Club or on the part of their members, players or officials, and decide all disputes that may arise.
- 2 Any player selected to attend any representative or other match arranged by this Association refusing to comply with the arrangements of the Council for playing the match, or failing to attend such match may be adjudged by the Council to have been guilty of misconduct and any Club or official who may be deemed to have encouraged or instigated such player to commit a breach of instruction or rule shall be deemed to be guilty of a similar offence.
- 3 Players, officials and spectators are only allowed to take part in or attend matches on condition that they observe the Rules and Regulations of The Football Association and this Association,

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## Membership Rules

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and every affiliated Association, League or Club is required to observe and enforce these Rules and Regulations and the Rules and Regulations of The Football Association.

- 4 Every Association, League or Club is responsible to the Council for the action of its players, officials and spectators. A Club shall be guilty of misconduct if it fails to satisfy the Council or a Commission thereof that it has taken all reasonable precautions to prevent spectators encroaching on to or throwing missiles on to the pitch and/or assaulting or threatening officials and players before, during or after matches. Associations, Leagues and Clubs are also required to prevent betting and the use of objectionable language.
- 5 In addition to any other punishment that may be imposed any player, official or spectator may be removed from any ground and such force used as may be necessary or the purpose of effecting such removal.
- 6 The Council also has the power to appoint and delegate all matters affecting discipline to County Discipline Commissions all of whom shall comprise members of the Council only.
- 7 Such Discipline Commissions so constituted shall have full power to act for and on behalf of the Council in the exercise of all the above stated powers and any one or more of them.
- 8 An Association, Competition or Club summoned to attend at a hearing of an Appeal, Protest, Complaint, Claim or Enquiry, may be represented by one or more of its members. A Barrister or a Solicitor may only represent an Association, Competition or Club of which he is a member at the time of the charge of misconduct being made. Any person summoned to attend an Appeal, Protest, Complaint, Claim or Enquiry, must attend personally and shall not be legally represented except with prior written consent of the Commission under the hand of the Chief Executive of this Association.
- 9 It is the duty of members of the Council, officials of Leagues and Clubs, and Referees to report to this Association all cases of misconduct likely to bring the game into disrepute; and officials of Clubs must report to this Association any infringement of Rules without delay.
- 10 All decisions of the County Discipline Commissions shall be forwarded to the County Secretary.

### **6 Appeals**

- 1 All appeals (in so far as they are permitted) against the decisions of this Association are to be made to The Football Association and in accordance with the Rules of that Association.
- 2 The operation of decisions made by this Association shall not be suspended pending the hearing of an Appeal unless the Council so orders.
- 3 Appeals from the decisions of District Associations, Leagues and Competitions (in so far as they are permitted) may be made to the Council of this Association whose decision shall be final.
- 4 Such appeals will be considered and dealt with in accordance with such regulations as are from time to time determined by the Council.

### **7 Subscriptions**

- 1 The annual subscriptions payable by members of this Association shall be at a rate as determined from time to time by the Directors in accordance with Article 5 and shall be paid by not later than 1 July in each year.
  - 2 Any continuing District Association, League or Club whose subscription is unpaid on 1 July in any year or such other date as the Directors shall decide from time to time shall cease to be a Member of this Association from that date as provided by Article 9.
  - 3 No Club will be allowed to take part in any sanctioned competition unless and until the requisite affiliation fee has been paid.
  - 4 Upon a Member, League or Competition ceasing to be a Member of this Association because of breach of this Rule the Council in addition to re-admission to Membership may also impose such other penalty as it considers fit.
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### **8 General Provisions**

- 1 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 recognised football club, The Football Association or some other object approved by this Association.
- 2 Clubs, players and officials subject to the jurisdiction of this Association shall not be associated with or play with or against any Club which is not a Member of this Association or some other recognised affiliated Association.
- 3 No match between unaffiliated teams shall be played on grounds which are under the jurisdiction of Clubs who are members of this Association.
- 4 Members of this Association wishing to play member teams of another nationality must apply to The Football Association for consent at least 14 days before the date of the intended match.
- 5 Any Appeal, Protest, Complaint or Claim made by a League, Club or player must be made in writing and two copies thereof must be sent to the Chief Executive of this Association accompanied by a deposit of £35 which may be forfeited if the Appeal, Protest, Complaint or Claim is not sustained.
- 6 In the event of a frivolous or vexatious Protest, Appeal, Complaint or Claim being made or not being sustained, the Council shall have power to compel the Club, player or other responsible person concerned to pay such expenses (either with or without any other penalty) as may be deemed appropriate.
- 7 A member of Council or any other Committee thereof must withdraw from meetings at all such times when allegations about his/her own conduct and/or that of his/her own Club, League or Association are being determined.
- 8 The registered Secretary of a Member or organisation is the only official recognised by this Association for the purpose of all correspondence. The Secretary of a League, Club or Competition shall be the nominated person to receive and answer all correspondence with the Association. Any participant, League, Club or Competition failing to answer correspondence, or implement an instruction of the Association within the time indicated, shall be liable to a minimum fine of £25.00. In the event of the participant, League, Club or Competition then failing to answer the correspondence, implement the instruction, or pay the fine by the specified date, the participant, League, Club or Competition will be liable to a charge of misconduct.
- 9 Any Member, Club, League or Competition changing its Secretary and any registered Secretary changing his/her address (and or email address) must advise the Chief Executive of this Association within seven days thereof and otherwise will be subject to a fine of £10.
- 10 No Member Club may change its name without the permission of the Council and such permission will not normally be given after 1 August.
11. All football pitches and/or areas used for football activities must only be marked with vegetable dye based on substances as recommended by The British Institute of Groundsmanship
- 12 (a) All clubs affiliated to Cheshire Football Association shall have Public Liability and Personal Accident cover for all their members as per the minimum provisions as included within the Football Association's National Game Insurance Scheme  
(b) Clubs not participating in the Cheshire Football Association (FA NGIS), shall provide proof of equivalent minimum cover, no later than 1st August in each year.  
(c) Any Club found to be in contravention of any part of this rule shall be subject to such action as the Council shall decide.

### **9 The Playing Season**

- 1 The playing season shall be as defined from time to time by The Football Association.
- 2 The Council will determine prior to the date of the Annual General Meeting the dates on which County and District Association Cup Ties shall take place.

## Membership Rules

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- 3 Within the limits laid down by The Football Association each League and Competition shall determine the length of its own season.

**10 Status of Players**

The status of players is as defined from time to time by The Football Association

**11 Attendance at General Meetings**

No member whose subscription is unpaid 28 days prior to the date fixed for any General Meeting shall be entitled to be represented or vote at such Meeting

**12 Privileges of Council Members**

Each Officer and Member of the Council and each District Referees' Secretary shall be furnished with a pass signed by the General Manager (which shall not be transferable) and all Clubs, Leagues and Competitions belonging to this Association or an affiliated Association shall admit the holder to their grounds and stands upon production of such pass without requiring any other authority.

**13 Publication of Decisions**

- 1 This Association shall be entitled to publish, or in any manner it shall think fit, reports of its proceedings, acts and resolutions or those of any Committee, Commission, Affiliated Association or Competition, persons or to whom it may delegate its powers, whether the same shall or shall not reflect to the character or conduct of any Club, official, player or spectator and every Club, official, player or spectator shall be deemed to have assented to such publication.

- 2 Information regarding Associations, Competitions, Clubs, players etc. shall only be given to recognised Honorary Secretaries of Associations, Competitions and Clubs by and at the discretion of the Secretary of the Association subject to further application to this Council.

- 3 District Associations, Leagues and Clubs in Full and Associate Membership with this Association shall be deemed to have knowledge of and be bound by all Rules, Regulations and Bye-laws and decisions of this Association if the same shall have been published in the Minutes of the Council, the production of which shall constitute at all times undisputed proof of the validity of the same.

**14 Alteration to Rules**

The Council shall make such alterations to these Rules in accordance with the memorandum and Articles of Association including without limitation those alterations as may be required from time to time to comply with the Rules and Regulations of The Football Association.

## THE CHESHIRE COUNTY FOOTBALL ASSOCIATION LIMITED DISTRICT ASSOCIATION RULES

### 1. CONSTITUTION

- 1.1 This Association shall be called .....District Football Association and shall be affiliated to and directly under the control of The Cheshire County Football Association Limited. Members shall consist of such Clubs and Sanctioned Leagues playing Association Football within a Divisional Area as defined by The Cheshire County Football Association Limited. Herein after they shall be referred to as members.
- 1.2 All clubs should be affiliated to The Cheshire County Football Association Limited and shall satisfy the Cheshire County Football Association Limited that they are properly constituted and playing Association Football in accordance with the Rules of the Football Association.

### 2. AFFILIATIONS

All Clubs, Sanctioned Leagues and Competitions (including Small Sided and one-off tournaments where appropriate) shall affiliate annually to Cheshire County Football Association Limited (CCFA), in accordance with CCFA Membership rule 2.1. The method of affiliation and fees will be determined by CCFA from time to time and will be available on the CCFA Website – <https://www.cheshirefa.com>

### 3. MANAGEMENT

- 3.1 This Association shall be governed, and its affairs are managed by a Council consisting of the following Officers and representatives. In the case of non-attendance, no member can be represented by a deputy.
- 3.2 The Officers of the Association shall be:
- a) President
  - b) Four Vice Presidents
  - c) Life Members
  - d) Honorary Treasurer
  - e) Honorary Secretary
  - f) Honorary Referees Secretary
- 3.3 At the discretion of the Council, the following Officers may be elected:
- a) Honorary Assistant Secretary
  - b) Honorary Competition Secretary
  - c) Honorary Youth Secretary
  - d) Honorary Assistant Referees Secretary
  - e) Honorary Referees Development Officer
- 3.4 The representatives of the Council of this Association shall be:
- a) Eight Elected Representatives  
(who must reside in or have a business address within the boundaries of the Divisional Area of the District Football Association)
  - b) One representative from each league sanctioned by the Cheshire County F.A.
  - c) One representative of the District Schools F.A.
  - d) One representative from each Club being a member of the Football League, The National League, Northern Premier League, North West Counties League FL Premier Division, and FA Women's Super League

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- 3.5 The Divisional Representative of The Cheshire County Football Association Limited shall be a member of the Council of this Association.
- 3.6 Nine members of the Council shall form a quorum for the transaction of business.
- 3.7 The following shall be elected at the Annual General Meeting
- a) The Officers in 3.2 and 3.3 (where appropriate) except for the Four Vice Presidents, and Life Members.
  - b) The Elected Representative(s) shown in 3.4 (a)
- 3.8 The Four Vice Presidents shall be elected from within the Council by the Council at the April or May, meeting, and such persons so elected shall serve as Vice Presidents from the date of the next Annual General Meeting until the following Annual General Meeting.
- 3.9 The representative shown in 3.4(b) (c) and (d) shall be notified to the Honorary Secretary of the Association, not later than the 30 July. In the event of a vacancy occurring the name of the substitute representatives shall be notified as soon as possible.
- 3.10 At the first meeting of the Council after the Annual General Meeting the Chairman and Vice Chairman shall be elected.
- 3.11 In the case of an equality of votes on any matter, the Chairman for the time being shall have a second casting vote.
- 3.12 The Council shall have power to fill any vacancy, which may arise, as and when required, except for the President and those representatives referred to under rules 3.4(b), (c) and (d).
- 3.13 There shall be an Emergency Committee elected by the Council with plenary power. Three members to form a quorum.
- 3.14 The Council shall manage all affairs of the Association and their decisions shall be final, subject to the right of appeal to The Cheshire County Football Association Limited. They shall have the authority to create such sub-committees of a permanent or temporary nature as they consider necessary and have power to delegate such of its powers as it may decide to any such committee. The Council shall have the power to co-opt (with or without voting power as it shall decide), to any of its sub-communities
- 3.15 The Council shall elect a Referee Committee at whose meetings five shall form a quorum. The Committee shall have control of all referee matters (subject to The Cheshire County Football Association Limited, Regulations for the Government of Referees) and make all appointments to District Cup Competitions, and assist when required with the appointments to County Cup Competitions. The Referee Committee shall arrange a Development Group in order to help progress the further development of Referees within the District. The proceedings shall be subject to confirmation by the Council.
- 3.16 The Chairman of the Council and Honorary Secretary shall be an ex-officio member of all committees.

### **4.GENERAL MEETINGS AND NOMINATIONS**

- 4.1 The Annual General Meeting of this Association shall be held prior to the 1st July in each year at such a time, as the Council shall determine.

- a) The Annual General Meeting of this Association shall be held before 1 July in each year at such time and place as the Council determine
  - b) The Honorary Secretary shall, no later than 30th April in each year, convene a meeting of the Council when the date of the Annual General Meeting and the closing date for nominations shall be fixed.
  - c) The Honorary Secretary shall, at least 28 days before the date fixed for the Annual General Meeting, send a nomination form for each member.
  - d) Those desiring to nominate a candidate must return the nomination form, duly completed, to the Honorary Secretary on or before the closing date. Such nominations shall be signed by the Chairman and Secretary of the member.
  - e) Only those members who have paid their affiliation fee by 1st May for the ensuing season may nominate.
  - f) Each member Club and sanctioned League can only nominate one candidate for each office and one "Elected" member.
  - g) The Chairman of the Meeting shall decide on the validity of all nominations made to the meeting and his/her decision as to the results of all voting and every other matter thereat shall be final. An entry in the Minute Book signed by the Chairman of the meeting, shall be conclusive evidence of the terms of each resolution and each decision taken.
  - h) The above requirements, and communication methods may be amended in appropriate and/or emergency circumstances.
- 4.2 An Extraordinary General Meeting may be called at any time to the Council, or upon a requisition to the Honorary Secretary signed by ten members entitled to attend and vote at a General Meeting, indicating the purpose thereof.
- 4.3 The Honorary Secretary shall subsequently give 14 days' notice to all members of this Association of the place, and the date of such Annual or Extraordinary General Meeting together with an agenda specifying the nature of all business to be transacted at the meeting.
- 4.4 Each member shall be entitled to send one representative to any General Meeting, but no two members shall be represented by the same individual. 4.5 The President of this Association shall act as Chairman at all General Meetings (and in his absence his deputy shall be decided by the other Officers present at the commencement of the meeting in question).
- 4.6 The voting at Annual or Extraordinary General Meetings of this Association shall be by ballot unless a show of hands is agreed by a majority of those entitled to vote.
- 4.7 Members are entitled to vote at the Annual General Meeting only if their affiliation for the ensuing season has been paid by such dates as has been decided and advised by the Council.
- 4.8 An Officer of the Association cannot represent a member Club or Sanctioned League. The Officers and Council members shall be ex-officio and entitled to attend and vote at all Annual and Extraordinary General Meetings.

### 5. MANAGEMENT OF COMPETITIONS AND CLUBS.

- 5.1 The Council may at any time, request permission from the Cheshire County Football Association, to inspect the books, accounts, and papers of any District Member, in accordance with CCFA Membership rule 3.1(c).
- 5.2 All Open Age clubs affiliated to this Association and playing in sanctioned leagues shall enter a Cup Competition of the Association, subject to CCFA Membership rule 4.8. The Council of the Association shall have the power to control, conduct and manage its own approved competitions, and determine which competition a club shall enter. CCFA will approve standard cup rules for all DFA Cup competitions.
- 5.3 Any club may enter the competition of another District Association provided they have honoured their obligation to and with the permission of this Association.
- 5.4 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 sanctioned football club, Football Association or some other object approved by Cheshire County Football Association Limited.
- 5.5 The playing season shall be defined from time to time by The Football Association.
- 5.6 Clubs, players, and officials subject to the jurisdiction of this Association shall not be associated with or play with or against any which is not a member of this Association or some other recognised affiliated Association.
- 5.7 No match between unaffiliated teams shall be played on grounds, which are under the jurisdiction of clubs who are members of this Association.
- 5.8 This Association shall have first claim upon all grounds and players belonging to clubs who are members of this Association. Clubs, players, or members of clubs violating this rule shall be dealt with in accordance with CCFA Membership rule 5.2.
- 5.9 Every club is responsible for the action of its players, officials, and spectators in accordance with the regulations issued and amended from time to time by the Football Association and The Cheshire County Football Association Limited.
- 5.10 The Officials of any Club, League or Competition, which may disband, shall produce all papers, books, vouchers, and an audited statement of accounts showing the financial position at the date of disbandment, in accordance with CCFA Membership rule's 2.8 & 2.9.
- 5.11 Any member Club, League or Competition changing its Secretary or any registered Secretary changing his address must advise Cheshire County Football Association and their District Football Association Honorary Secretary within seven days thereof, in accordance with CCFA Membership rule 8.9. Failure to do so will incur a £10 fine. The registered Secretary of a member or organisation is the only official recognised by this Association for the purpose of all correspondence.
- 5.12 Unless instructed otherwise, all correspondence on matters concerning this Association, shall be addressed to the Honorary Secretary.



### **6. STATUS OF PLAYERS**

The status of players is as defined from time to time by The Football Association.

### **7. TRUSTEES AND FUNDS ASSOCIATION**

- 7.1 The President, Honorary Treasurer, and Honorary Secretary for the time being of this Association shall be Trustees, and the legal holders and authorised signatories of all monies and properties, belonging to this Association, including competition trophies.
- 7.2 All monies received by the Association shall, in the first instance, be lodged in an Account with one of the Joint Stock Bank or a Building Society.
- 7.3 All payments by this Association shall be by cheques, BAC's, or other approved payment methods. All payments shall be approved or bear the signatures of two trustees.
- 7.4 So much of the funds of this Association as may not be required for immediate use or to meet the usual accruing liabilities shall be invested with the authority of the Council.
- 7.5 The Statement of Accounts of this Association prepared by the Honorary Treasurer up to 30 June or year end, and duly certified by appointed Auditors, shall be presented to the Annual General Meeting.
- 7.6 An Officer or Member of the Council who shall certify the correctness of the same shall check all statements of gate receipts in which this association is concerned.

### **8. REFEREES**

All referees shall be registered annually in accordance with the regulations set by The Football Association.

### **9. LONG SERVICE**

- 9.1 Any Officer of this Association or member of the Council who has completed twenty-one years in the service of this Association shall be presented with a Long Service Award at the Annual General Meeting following completion of such period.
- 9.2 The Council shall have the power to elect Life Members who shall not be debarred from holding any other office in this Association. (N.B. Where District Football Associations have existing Life Vice Presidents, they may remain in office, but no such further appointments shall be made).

### **10. PROTESTS AND APPEALS**

- 10.1 Any protest made by a club under these Rules shall be in writing and duplicate copies shall be sent to the Honorary Secretary of this Association accompanied by a deposit of £25 which deposit may be forfeited if the protest is not sustained. In the case of a frivolous or vexatious protest being made, the Council shall have the power to order the protesting Club to pay such expenses as may be decided.
- 10.2 Should any Club concerned in a protest have a member on the Council, that member shall not be eligible to sit on the Council whilst the protest is being discussed.
- 10.3 A member may within seven days of receipt by them of written notification of any decision made in accordance with these Rules, appeal against such decision by lodging particulars in duplicate, accompanied by a fee of £35.00 to the Chief Executive Officer of The

Cheshire County Football Association Limited for the adjudication of the Board of Appeal whose decision shall be final and binding on all concerned. In the event of the appeal being unsuccessful, the fee shall be forfeited or returned to the member in whole or in part at the discretion of the Board of Appeal, who shall decide by whom the costs of the appeal shall be borne. A copy of the appeal must be sent to The District Association Honorary Secretary and the operation of the decision made by the Association shall not be suspended pending the result of the appeal unless the Board of Appeal or the Council of The Cheshire County Football Association Limited through its Officers orders such suspension.

### 11. GENERAL PROVISIONS

- 11.1 No club may change its name without the permission of The Cheshire County Football Association Limited and such permission will not normally be given after 1st August, of the current season.
- 11.2 The Council shall have full power to deal with any matter not provided for in the Rules, subject, to the rules of The Cheshire County Football Association Limited.
- 11.3 **The Secretary of a League, Club or Competition shall be the nominated person to receive, and answer all correspondence with the Association. Any participant, league, club, or competition failing to answer correspondence, or implement an instruction of the Association within the time indicated, shall be liable to a minimum fine of £25. In the event of the participant, league, club, or competition then failing to answer the correspondence, implement the instruction, or pay the fine by the specified date, the participant, league, club, or competition will be liable to a charge of misconduct by the Cheshire County Football Association Limited.**

### 12. ALTERATIONS OF RULES

- 12.1 In the event of any alterations being considered necessary to the Rules of the Association, notice of the proposed alteration must be sent in writing to the Honorary Secretary of this Association who shall forward it to the Chief Executive Officer of The Cheshire County Football Association Limited for consideration by that body and by all District Associations. Any alterations confirmed as above shall be adopted by all District Football Associations.

### Cheshire FA Cup Competition Dates 2021-22

#### SENIOR CUP

|                                |                               |              |
|--------------------------------|-------------------------------|--------------|
| Prelim Round                   | By W/Ending 6th November 2021 | w/c 01/11/21 |
| 1st Round                      | By W/Ending 8th January 2021  | w/c 03/01/22 |
| 2nd Round                      | By W/Ending 5th February 2021 | w/c 31/01/22 |
| Semi-Final                     | By W/Ending 5th March 2021    | w/c 28/02/22 |
| Final April 2022 (Provisional) |                               |              |

#### AMATEUR CUP

|            |                          |
|------------|--------------------------|
| 1st Round  | 4th September 2021       |
| 2nd Round  | 9th October 2021         |
| 3rd Round  | 6th November 2021        |
| 4th Round  | 8th January 2022         |
| 5th Round  | 5th February 2022        |
| Semi-Final | March 2022 (Provisional) |
| Final      | April 2022 (Provisional) |

#### SUNDAY CUP

|            |                          |
|------------|--------------------------|
| 1st Round  | 5th September 2021       |
| 2nd Round  | 10th October 2021        |
| 3rd Round  | 7th November 2021        |
| 4th Round  | 9th January 2022         |
| 5th Round  | 6th February 2022        |
| Semi-Final | March 2022 (Provisional) |
| Final      | April 2022 (Provisional) |

### LADIES CUP

|              |                                |
|--------------|--------------------------------|
| Prelim Round | 21st November 2021             |
| 1st Round    | 16th January 2022              |
| 2nd Round    | 20th February 2022             |
| Semi-Final   | 20th March 2022                |
| Final        | April / May 2022 (Provisional) |

### YOUTH / JUNIOR / MINOR CUPS

| Girls (Saturday) |                                  | Boys (Sunday) & Girls U18s |
|------------------|----------------------------------|----------------------------|
| Prelim Round     | 18th September 2021              | 19th                       |
| 1st Round        | 16th October 2021                | 17th                       |
| 2nd Round        | 13th November 2021               | 14th                       |
| 3rd Round        | 11th December 2021               | 12th                       |
| 4th Round        | 15th January 2022                | 6th                        |
| Semi-Final       | 12th February 2022               | 13th                       |
| Final            | March / April 2022 (Provisional) |                            |

### DISTRICT FA CUPS

|                 |                            |
|-----------------|----------------------------|
| Saturday/Sunday | 11th / 12th September 2021 |
| Saturday/Sunday | 2nd / 3rd October 2021     |
| Saturday/Sunday | 20th / 21st November 2021  |
| Saturday/Sunday | 4th / 5th December 2021    |
| Saturday/Sunday | 15th / 16th January 2022   |
| Saturday/Sunday | 26th / 27th February 2022  |
| Saturday/Sunday | 12th / 13th March 2022     |

### CCFA DISTRICT YOUTH CUP

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### CUP COMPETITIONS

#### CHESHIRE PREMIER CUP

|      | Winners             | Goals | Runners-up        | Goals   |
|------|---------------------|-------|-------------------|---------|
| 2010 | Crewe Alexandra     | 2     | Macclesfield Town | 1 (AET) |
| 2011 | Stockport County FC | 0     | Crewe Alexandra   | 0       |

*(Stockport County Won 4-2 on penalties)*

#### CHESHIRE SENIOR CUP

|                                           | Winners                   | Goals | Runners-up         | Goals   |
|-------------------------------------------|---------------------------|-------|--------------------|---------|
| 1992                                      | Macclesfield Town         | 2     | Witton Albion      | 0       |
| 1993                                      | Winsford United           | 3     | Witton Albion      | 0       |
| 1994                                      | Northwich Victoria        | 1     | Runcorn            | 0       |
| 1995                                      | Witton Albion             | 2     | Altrincham         | 1       |
| 1996                                      | Witton Albion             | 3     | Hyde United        | 1       |
| 1997                                      | Hyde United               | 3     | Macclesfield Town  | 0       |
| 1998                                      | Macclesfield Town         | 1     | Runcorn            | 0       |
| 1999                                      | Altrincham                | 1     | Northwich Victoria | 0       |
| 2000                                      | Macclesfield Town         | 2     | Altrincham         | 1       |
| 2001                                      | Stalybridge Celtic        | 5     | Stockport County   | 1       |
| 2002                                      | Crewe Alexandra           | 4     | Altrincham         | 1 (AET) |
| 2003                                      | Crewe Alexandra           | 2     | Northwich Victoria | 1       |
| 2004                                      | Woodley Sports            | 2     | Witton Albion      | 1 (AET) |
| 2005                                      | Altrincham                | 2     | Crewe Alexandra    | 0       |
| 2006                                      | Witton Albion             | 2     | Stalybridge Celtic | 0       |
| 2007                                      | Cammell Laird             | 3     | Northwich Victoria | 1       |
| 2008                                      | Altrincham                | 3     | Nantwich Town      | 3       |
| <i>(Nantwich won 5 - 3 on penalties)</i>  |                           |       |                    |         |
| 2009                                      | Altrincham                | 3     | Nantwich Town      | 0       |
| 2010                                      | Northwich Victoria        | 1     | Woodley Sports     | 1       |
| <i>(Northwich won 5 - 4 on penalties)</i> |                           |       |                    |         |
| 2011                                      | Northwich Victoria        | 2     | Altrincham         | 0       |
| 2012                                      | Nantwich Town             | 1     | Stalybridge Celtic | 0       |
| 2013                                      | Chester FC                | 2     | Stalybridge Celtic | 1       |
| 2014                                      | Northwich Victoria        | 2     | Tranmere Rovers    | 1       |
| 2015                                      | Northwich Victoria        | 2     | Macclesfield Town  | 3       |
| 2016                                      | Stockport County          | 2     | Tranmere Rovers    | 1 (AET) |
| 2017                                      | Crewe Alexandra           | 3     | Nantwich Town      | 2       |
| 2018                                      | Nantwich Town             | 3     | Stockport Town     | 0       |
| 2019                                      | Nantwich Town             | 5     | Cammell Laird 1907 | 2       |
| 2020                                      | No Competition (Covid-19) |       |                    |         |
| 2021                                      | No Competition (Covid-19) |       |                    |         |

## Cup Competition - Winners

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### CHESHIRE AMATEUR CUP

|      | Winners                                            | Goals | Runners-up            | Goals   |
|------|----------------------------------------------------|-------|-----------------------|---------|
| 1992 | Heswall                                            | 2     | Cammell Laird         | 0       |
| 1993 | Cammell Laird                                      | 2     | Capenhurst            | 0       |
| 1994 | Cammell Laird                                      | 3     | Vauxhall              | 2       |
| 1995 | Poulton Victoria                                   | 5     | Mond Rangers          | 1       |
| 1996 | Christleton                                        | 3     | Ashville              | 3       |
|      | <i>(Christleton won 4-2 on penalties)</i>          |       |                       |         |
| 1997 | Poulton Victoria                                   | 2     | Cammell Laird         | 0       |
| 1998 | Ashville                                           | 3     | Poulton Victoria      | 2       |
| 1999 | Poulton Victoria                                   | 1     | Barnton               | 0       |
| 2000 | BICC Helsby                                        | 3     | Barnton               | 1       |
| 2001 | Cammell Laird                                      | 1     | Vauxhall Motors       | 0       |
| 2002 | Barnton                                            | 4     | Newton                | 3       |
| 2003 | Cammell Lairds                                     | 4     | Heswall               | 0       |
| 2004 | Barnton                                            | 1     | Poulton Victoria      | 1       |
|      | <i>(Barnton won 4-3 on penalties)</i>              |       |                       |         |
| 2005 | Cammell Lairds                                     | 3     | Vauxhall Motors       | 1       |
| 2006 | Cammell Laird Res                                  | 1     | Christleton           | 0       |
| 2007 | New Brighton                                       | 3     | Heswall               | 0       |
| 2008 | Poulton Victoria                                   | 4     | Cammell Laird Res     | 2 (AET) |
| 2009 | West Kirby                                         | 2     | Poulton Victoria      | 1       |
| 2010 | West Kirby                                         | 1     | Castrol Social        | 0       |
| 2011 | Ashville                                           | 2     | Old Altrinchamians    | 1       |
| 2012 | Heswall                                            | 2     | Cammell Laird Res     | 0       |
| 2013 | West Kirby                                         | 1     | Heswall               | 0       |
| 2014 | Vauxhall Motors Res                                | 2     | Stockport Georgians 1 |         |
| 2015 | West Kirby                                         | 4     | Rudheath Social Club  | 3       |
| 2016 | Ashville                                           | 1     | Stockport Georgians   | 0       |
| 2017 | Ashville                                           | 2     | Neston Nomads         | 0       |
| 2018 | Knutsford                                          | 2     | Vauxhall Motors       | 1       |
| 2019 | Blacon Youth Club                                  | 6     | Helsby                | 0       |
| 2020 | Shared between Heswall & Upton Athletic (Covid-19) |       |                       |         |
| 2021 | No Competition (Covid-19)                          |       |                       |         |

### CHESHIRE SUNDAY CUP

|      | Winners                                   | Goals | Runners-up      | Goals |
|------|-------------------------------------------|-------|-----------------|-------|
| 1992 | Archers Social                            | 3     | Lache BA        | 1     |
| 1993 | Lache BA                                  | 3     | Offerton United | 2     |
| 1994 | Pilot                                     | 1     | Oaklands BG     | 0     |
| 1995 | Piper                                     | 2     | Nelson Vicotria | 0     |
| 1996 | Archers Social                            | 2     | Queens Park     | 1     |
| 1997 | Kel                                       | 3     | Thatched Tavern | 2     |
| 1998 | Queens Park                               | 2     | Castle Private  | 1     |
| 1999 | Brow                                      | 3     | Thatched Tavern | 1     |
| 2000 | Queens Park                               | 5     | Thatched Tavern | 0     |
| 2001 | Queens Park                               | 1     | Offerton United | 1     |
|      | <i>(Queens Park won 4-2 on Penalties)</i> |       |                 |       |

## Cup Competition - Winners

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|                                         |                                                                |   |                           |   |
|-----------------------------------------|----------------------------------------------------------------|---|---------------------------|---|
| 2002                                    | Halton Arms Sports                                             | 5 | FC Prenton                | 1 |
| 2003                                    | Oaklands BG                                                    | 1 | Queens Park               | 0 |
| 2004                                    | Offerton United                                                | 1 | Castrol Tessuti           | 0 |
| 2005                                    | Castrol Tessuti                                                | 4 | Dock                      | 1 |
| 2006                                    | Queens Tower                                                   | 2 | Woodchurch                | 0 |
| 2007                                    | Queens Park                                                    | 4 | St.Josephs (Winsford)     | 0 |
| 2008                                    | Queens Park                                                    | 5 | Victoria Park             | 0 |
| 2009                                    | Queens Park                                                    | 4 | Halton Sports             | 1 |
| 2010                                    | Queens Park                                                    | 2 | St Joseph's (Winsford)    | 1 |
| 2011                                    | Cale Green                                                     | 1 | Rudheath Socail           | 0 |
| 2012                                    | Bredbury                                                       | 2 | Rudheath Socail           | 2 |
| <i>(Bredbury won 3-0 on Penalties )</i> |                                                                |   |                           |   |
| 2013                                    | Cale Green                                                     | 3 | Queens Bredbury           | 0 |
| 2014                                    | Cale Green                                                     | 3 | Woodchurch United         | 2 |
| 2015                                    | Dock AFC                                                       | 1 | Thorne Plumbing & Heating | 0 |
| 2016                                    | Cale Green                                                     | 3 | Buck Inn                  | 1 |
| 2017                                    | Queens Park                                                    | 1 | Dock AFC                  | 0 |
| 2018                                    | Offerton Green                                                 | 3 | Dock AFC                  | 0 |
| 2019                                    | Dock AFC                                                       | 2 | Queens Park               | 1 |
| 2020                                    | Shared between Great Float Social & Queens Bredbury (Covid-19) |   |                           |   |
| 2021                                    | No Competition (Covid-19)                                      |   |                           |   |

## LADIES CHALLENGE CUP

|                                                       | Winners                                          | Goal | Runners-up               | Goals   |
|-------------------------------------------------------|--------------------------------------------------|------|--------------------------|---------|
| 1995                                                  | Leasowe Pacific                                  | 4    | Stockport Ladies         | 2       |
| 1996                                                  | Tranmere Rovers Ladies                           | 2    | Stockport Ladies         | 1       |
| 1997                                                  | Tranmere Rovers Ladies                           | 6    | Stockport Ladies         | 1       |
| 1998                                                  | Tranmere Rovers Ladies                           | 6    | Stockport Ladies         | 1       |
| 1999                                                  | Tranmere Rovers Ladies                           | 7    | Trafford Ladies          | 1       |
| 2000                                                  | Tranmere Rovers Ladies                           | 7    | Chester City Ladies      | 1       |
| 2001                                                  | Tranmere Rovers Ladies                           | 7    | Warrington Grange        | 0       |
| 2002                                                  | Tranmere Rovers Ladies                           | 3    | Chester City Ladies      | 1       |
| 2003                                                  | Stockport County Ladies                          | 1    | Tranmere Rovers Ladies   | 1       |
| <i>(Stockport County Ladies won 4-2 on penalties)</i> |                                                  |      |                          |         |
| 2004                                                  | Stockport County Ladies                          | 4    | Tranmere Rovers Ladies   | 3       |
| 2005                                                  | Crewe Ladies                                     | 2    | Stockport County Ladies  | 1       |
| 2006                                                  | Tranmere Rovers Ladies                           | 2    | Crewe Alex Ladies        | 1       |
| 2007                                                  | Stockport County Ladies                          | 7    | Macclesfield Town Ladies | 0       |
| 2008                                                  | Tranmere Rovers Ladies                           | 5    | Stockport County Ladies  | 1       |
| 2009                                                  | Tranmere Rovers Ladies                           | 1    | Crewe Alexandra Ladies   |         |
| <i>(Tranmere Rovers Ladies won 5-4 on penalties)</i>  |                                                  |      |                          |         |
| 2010                                                  | Stockport County Ladies                          | 2    | Chester City Ladies      | 0       |
| 2011                                                  | Tranmere Rovers Ladies                           | 1    | Crewe Alexandra Ladies   | 0       |
| 2012                                                  | Linotype Cheadle Heath                           | 5    | Tranmere Rovers Ladies   | 0       |
| 2013                                                  | Chester Ladies                                   | 1    | Stockport County Ladies  | 2 (AET) |
| 2014                                                  | Alex Soccer Centre 3<br>(Crewe Alexandra Ladies) |      | Tranmere Rovers Ladies   | 2       |
| 2015                                                  | Ellesmere Port Town Ladies                       | 1    | Tranmere Rovers Ladies   | 4       |
| 2016                                                  | Crewe Alexandra Ladies                           | 6    | Warrington Wolverines    | 1       |
| 2017                                                  | Crewe Alexandra Ladies                           | 3    | Stockport County Ladies  | 0       |

## Cup Competition - Winners

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|      |                                                       |   |                        |   |
|------|-------------------------------------------------------|---|------------------------|---|
| 2018 | Crewe Alexandra Ladies                                | 2 | Tranmere Rovers Ladies | 0 |
| 2019 | Stockport County Ladies                               | 1 | Tranmere Rovers Ladies | 1 |
|      | <i>(Stockport County Ladies won 4-3 on penalties)</i> |   |                        |   |
| 2020 | No Competition (Covid-19)                             |   |                        |   |
| 2021 | No Competition (Covid-19)                             |   |                        |   |

### CHESHIRE DISTRICT YOUTH CUP

|      | Winners                                                         | Goals | Runners-up             | Goal    |
|------|-----------------------------------------------------------------|-------|------------------------|---------|
| 1992 | Stalybridge & Hyde DFA                                          | 3     | Wirral DFA             | 2       |
| 1993 | Altrincham DFA                                                  | 4     | Wirral DFA             | 2       |
| 1994 | Runcorn DFA                                                     | 3     | Chester DFA            | 1       |
| 1995 | Wirral DFA                                                      | 7     | Stockport DFA          | 2       |
| 1996 | Altrincham DFA                                                  | 2     | Stockport DFA          | 1       |
| 1997 | Wirral DFA                                                      | 5     | Mid Cheshire DFA       | 1       |
| 1998 | Wirral DFA                                                      | 2     | Macclesfield DFA       | 1       |
| 1999 | Runcorn DFA                                                     | 4     | Altrincham DFA         | 3       |
| 2000 | Wirral DFA                                                      | 3     | Runcorn DFA            | 1 (AET) |
| 2001 | Wirral DFA                                                      | 2     | Altrincham DFA         | 2       |
|      | <i>(Wirral DFA won 6-5 on penalties)</i>                        |       |                        |         |
| 2002 | Mid Cheshire DFA                                                | 2     | Runcorn DFA            | 1 (AET) |
| 2003 | Altrincham DFA                                                  | 1     | Macclesfield DFA       | 0 (AET) |
| 2004 | Macclesfield DFA                                                | 1     | Stalybridge & Hyde DFA | 0       |
| 2005 | Stockport DFA                                                   | 1     | Wirral                 | 0       |
| 2006 | Altrincham DFA                                                  | 3     | Stockport DFA          | 1       |
| 2007 | Altrincham DFA                                                  | 6     | Stalybridge & Hyde DFA | 0       |
| 2008 | Altrincham DFA                                                  | 2     | Wirral DFA             | 1       |
| 2009 | Wirral DFA                                                      | 1     | Macclesfield DFA       | 0       |
| 2010 | Stockport DFA                                                   | 2     | Altrincham DFA         | 2       |
|      | <i>(Stockport DFA won 4 - 3 on penalties)</i>                   |       |                        |         |
| 2011 | Stockport DFA                                                   | 0     | Crewe                  | 0       |
|      | <i>(Stockport DFA won 4 - 2 on penalties)</i>                   |       |                        |         |
| 2012 | Wirral DFA                                                      | 5     | Chester DFA            | 4       |
| 2013 | Altrincham DFA                                                  | 4     | Chester DFA            | 2 (AET) |
| 2014 | Mid Cheshire DFA                                                | 2     | Crewe DFA              | 1       |
| 2015 | Wirral DFA                                                      | 1     | Altrincham DFA         | 3       |
| 2016 | Crewe DFA                                                       | 5     | Mid Cheshire DFA       | 3 (AET) |
| 2017 | Chester DFA                                                     | 4     | Crewe DFA              | 2       |
| 2018 | Altrincham DFA                                                  | 2     | Wirral DFA             | 4       |
| 2019 | Altrincham DFA                                                  | 3     | Mid Cheshire DFA       | 0       |
| 2020 | Shared between West Kirby United & Winsford Diamonds (Covid-19) |       |                        |         |
| 2021 | No Competition (Covid-19)                                       |       |                        |         |



## CHESHIRE YOUTH CUP (UNDER 17)

|                                                       | Winners               | Goals | Runners-up            | Goals   |
|-------------------------------------------------------|-----------------------|-------|-----------------------|---------|
| 1992                                                  | Bromborough Boys      | 1     | Birkenhead BC         | 0       |
| 1993                                                  | Priory County         | 2     | Mond Rangers          | 1       |
| 1994                                                  | Ashville              | 4     | Warrington Town       | 0       |
| 1995                                                  | Ashville              | 3     | Christleton           | 1       |
| 1996                                                  | Mond Rangers          | 3     | Shaftesbury YC        | 1       |
| 1997                                                  | Ashville              | 2     | Cheadle Town          | 1       |
| 1998                                                  | Ashville              | 2     | Heygarth United       | 0       |
| 1999                                                  | Christleton Youth     | 4     | Fender Youth          | 1       |
| 2000                                                  | Fender Youth          | 6     | Glenavon              | 0       |
| 2001                                                  | Shaftesbury YC        | 4     | Christleton           | 0       |
| 2002                                                  | Vauxhall Motors FC    | 1     | Sale Town             | 0 (AET) |
| 2003                                                  | Vauxhall Motors FC    | 3     | Oaklands BG           | 0       |
| 2004                                                  | Greenleas             | 2     | Shore Villa           | 1       |
| 2005                                                  | Woodley Sports        | 2     | Grange JFC            | 0       |
| 2006                                                  | Princes Villa         | 2     | Winsford Over 3       | 1       |
| 2007                                                  | New Brighton AFC      | 2     | Ellesmere Port JFC    | 1       |
| 2008                                                  | Victoria Laird Colts  | 4     | Nantwich Town Youth   | 0       |
| 2009                                                  | MST Bootle            | 2     | Nantwich Town Youth   | 0       |
| 2010                                                  | Nantwich Town Youth   | 2     | Altrincham JFC        | 0       |
| 2011                                                  | Dunkinfield Youth JFC | 1     | Vauxhall Motors       | 1       |
| <i>(Dunkinfield Youth JFC won 4 - 3 on penalties)</i> |                       |       |                       |         |
| 2012                                                  | Ashville              | 2     | Newton Athletic       | 0       |
| 2013                                                  | Beechwood Falcons     | 1     | Witton Albion Juniors | 2       |
| 2014                                                  | Warrington Town       | 4     | Vauxhall Motors       | 0       |
| 2015                                                  | FC Spartans           | 2     | Warrington Town       | 0       |
| 2016                                                  | Altrincham FC         | 5     | FC Spartans           | 2       |
| 2017                                                  | Heswall Blues         | 1     | Chester FC            | 1 (AET) |
| <i>(Heswall Blues won 11-10 on penalties)</i>         |                       |       |                       |         |
| 2018                                                  | Dunkinfield Youth     | 5     | Vauxhall Motors       | 0       |
| 2019                                                  | Chester FC            | 4     | Sandbach United       | 3       |

## CHESHIRE JUNIOR CUP (UNDER 15)

|                                          | Winners           | Goals | Runners-up             | Goals   |
|------------------------------------------|-------------------|-------|------------------------|---------|
| 1992                                     | Shaftesbury BC    | 5     | Heswall Juniors        | 1       |
| 1993                                     | Park Royal 88     | 1     | Mountfield Rovers      | 0       |
| 1994                                     | Hale Barns United | 2     | Northwich Town         | 0       |
| 1995                                     | Cheadle & Gatley  | 2     | Halton Arms Sports     | 1       |
| 1996                                     | Eastham Blades    | 6     | Devonshire             | 1       |
| 1997                                     | Shaftesbury       | 5     | Olympic                | 1       |
| 1998                                     | Priory County     | 3     | Fender Youth           | 2       |
| 1999                                     | Unicorn Athletic  | 1     | Beechfield             | 0       |
| 2000                                     | Shaftesbury YC    | 1     | Priory County          | 1 (AET) |
| <i>(Shaftesbury YC won on penalties)</i> |                   |       |                        |         |
| 2001                                     | Shore Villa       | 2     | General Chemicals Jnrs | 1       |
| 2002                                     | Rose Hill Rovers  | 4     | Witton Albion Juniors  | 1 (AET) |
| 2003                                     | Manor Athletic    | 2     | Signal Athletic        | 1       |

## Cup Competition - Winners

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|      |                                                                       |   |                        |   |
|------|-----------------------------------------------------------------------|---|------------------------|---|
| 2004 | Winsford Over 3                                                       | 2 | Castrol Raby           | 1 |
| 2005 | Rosehill Rovers                                                       | 1 | Greenleas              | 1 |
|      | <i>(Rosehill Rovers won 5-3 on penalties)</i>                         |   |                        |   |
| 2006 | Castrol Athletic                                                      | 2 | Greenleas              | 0 |
| 2007 | Hollingworth Juniors                                                  | 2 | Glenavon JFC           | 1 |
| 2008 | Hazel Grove                                                           | 3 | Vauxhall Motors        | 1 |
| 2009 | Nantwich Town Youth                                                   | 2 | Halton RBL             | 0 |
| 2010 | Newton Athletic Youth                                                 | 2 | Wilmslow SC            | 0 |
| 2011 | Beechwood Falcons                                                     | 2 | Inter Linnetts JFC     | 0 |
| 2012 | Vauxhall Motors                                                       | 3 | Ridgewood Rangers      | 1 |
| 2013 | AFC Waverton                                                          | 1 | Chester Nomads         | 3 |
| 2014 | Egerton                                                               | 2 | FC Spartans            | 1 |
| 2015 | Stalybridge Celtic Juniors                                            | 0 | Stockport Junior Blues | 0 |
|      | <i>(Stalybridge Celtic Juniors won 4-3 on penalties)</i>              |   |                        |   |
| 2016 | West Kirby & Wasps                                                    | 3 | Davenham JFC           | 1 |
| 2017 | Dukinfield Youth                                                      | 5 | Runcorn Linnetts       | 3 |
| 2018 | Dukinfield Youth                                                      | 4 | Wilmslow Tigers        | 1 |
| 2019 | Greenleas Juniors                                                     | 0 | Chester FC             | 4 |
| 2020 | Shared between Wilmslow Sports & Community and Spurley Hey (Covid-19) |   |                        |   |
| 2021 | No Competition (Covid-19)                                             |   |                        |   |

### CHESHIRE MINOR CUP (UNDER 13)

|      | Winners                                              | Goals | Runners-up                | Goals |
|------|------------------------------------------------------|-------|---------------------------|-------|
| 1992 | Olympic                                              | 1     | Shaftesbury BC            | 0     |
| 1993 | Ashville                                             | 4     | Heygarth United           | 0     |
| 1994 | Ashville                                             | 2     | High Lane                 | 0     |
| 1995 | Olympic                                              | 5     | Ashville                  | 4     |
| 1996 | Devonshire                                           | 1     | Star Blues                | 0     |
| 1997 | Beechfield                                           | 2     | Shaftesbury YC            | 1     |
| 1998 | Glenavon                                             | 4     | Stockport Junior Blues    | 0     |
| 1999 | Winsford Over 3                                      | 1     | Greenleas                 | 0     |
| 2000 | Shore Villa                                          | 1     | Glenavon                  | 0     |
| 2001 | Beechfield                                           | 2     | Young Lions               | 0     |
| 2002 | Winsford Over 3                                      | 4     | Princes Villa             | 1     |
| 2003 | Vauxhall Motors                                      | 4     | Witton Albion Juniors     | 0     |
| 2004 | Victoria Laird Colts                                 | 2     | Runcorn Boys Club         | 1     |
| 2005 | Glenavon                                             | 4     | Signal Athletic           | 0     |
| 2006 | Nantwich Town Youth                                  | 1     | Broadheath Central JFC    | 0     |
| 2007 | Broadheath Central JFC                               | 3     | Winsford Jnr Blues        | 1     |
| 2008 | Ashville Youth                                       | 5     | Prestbury Youth           | 1     |
| 2009 | Stork Youth                                          | 7     | New Brighton Saints       | 1     |
| 2010 | Vauxhall Motors                                      | 2     | AFC Waverton              | 0     |
| 2011 | Witton Albion Jnrs                                   | 1     | Cheadle & Gatley JFC      | 0     |
| 2012 | Unicorn Athletic                                     | 1     | Bramhall North 75         | 0     |
| 2013 | Stalybridge Celtic JFC                               | 0     | Stockport Junior Blues    | 0     |
|      | <i>(Stockport Junior Blues won 3-4 on penalties)</i> |       |                           |       |
| 2014 | Sale United                                          | 3     | Egerton                   | 1     |
| 2015 | Egerton                                              | 0     | Newton Athletic Youth     | 1     |
| 2016 | Broadheath Central JFC                               | 2     | Wilmslow Town             | 1     |
| 2017 | Princes Villa                                        | 4     | Greenleas Juniors         | 1     |
| 2018 | FC Sports                                            | 3     | Wilmslow Sports Community | 2     |

## Cup Competition - Winners

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|      |                                                         |   |              |   |
|------|---------------------------------------------------------|---|--------------|---|
| 2019 | Birkenhead Sporting                                     | 2 | Appleton AFC | 0 |
| 2020 | Shared between Vauxhall Motors & Sale United (Covid-19) |   |              |   |
| 2021 | No Competition (Covid-19)                               |   |              |   |

### CHESHIRE GIRLS YOUTH CUP (UNDER 16)

|      | Winners                 | Goals | Runners-up | Goals   |
|------|-------------------------|-------|------------|---------|
| 2015 | Stockport County Ladies | 2     | Upton      | 1 (AET) |

### CHESHIRE GIRLS JUNIOR CUP (UNDER 14)

|      | Winners        | Goals | Runners-up           | Goals |
|------|----------------|-------|----------------------|-------|
| 2015 | Manor Club JFC | 3     | Unicorn Athletic JFC | 0     |

### CHESHIRE GIRLS JUNIOR CUP (UNDER 15)

|      | Winners                                                  | Goals | Runners-up           | Goals |
|------|----------------------------------------------------------|-------|----------------------|-------|
| 2016 | Manor Club JFC                                           | 2     | Crewe & Nantwich GFC | 1     |
| 2017 | Sandbach United Girls                                    | 3     | Tytherington Juniors | 1     |
| 2018 | Davenham JFC                                             | 2     | Broadheath Central   | 0     |
| 2019 | Lymm Rovers Juniors                                      | 1     | Peninsula Stars JFC  | 1     |
|      | <i>(Lymm Rovers won 3-2 on penalties)</i>                |       |                      |       |
| 2020 | Shared between Glenavon Belles & Oxtan Ladies (Covid-19) |       |                      |       |
| 2021 | No Competition (Covid-19)                                |       |                      |       |

### CHESHIRE GIRLS MINOR CUP (UNDER 13)

|      | Winners                                                   | Goals | Runners-up               | Goals |
|------|-----------------------------------------------------------|-------|--------------------------|-------|
| 2016 | Runcorn Linnets                                           | 1     | Macclesfield Town Ladies | 0     |
| 2017 | Runcorn Linnets                                           | 1     | Peninsula Stars          | 0     |
| 2018 | Oxtan Ladies                                              | 4     | Hope Farm Juniors        | 0     |
| 2019 | Glenavon JFC Girls                                        | 5     | Oxtan Ladies             | 2     |
| 2020 | Shared between Oxtan Ladies & Unicorn Athletic (Covid-19) |       |                          |       |
| 2021 | No Competition (Covid-19)                                 |       |                          |       |

# CHESHIRE FA SENIOR CHALLENGE CUP COMPETITION RULES

### **Competition Secretary:**

K Mighall

Mobile: 07946 841559

Email: Kevin.Mighall2@CheshireFA.com

## **1. CONTROL**

- a) The ownership, organisation, control and management of the Competition and any rights associated with it of any nature shall be vested entirely and exclusively in the Council of the Cheshire County Football Association.
- b) The Council shall have the power to make, delete and amend regulations for the organisation, control and management of the Competition as it, from time to time, deems expedient (the "Competition Rules") subject only to the authority of the Board where such matters relate to financial or commercial matters
- c) All participants participating in any way in the Competition shall be bound by and comply with the Competition Rules (and any Rules or Regulations issued pursuant to the Competition Rules)
- d) The Council shall have the power to appoint a Committee (the "Cups Committee") The Cups Committee shall have the power to exercise all powers of the Council in relation to the Competition and to make decisions on all matters arising out of or in relation to the organisation, control and management of the Competition (including as to eligibility and qualification) which shall be deemed decisions of the Council and shall be final and binding on all participants in the Competition in relation to these and any other matters not specifically mentioned in the Competition Rules. The Cups Committee shall have, on behalf of the Council, the power to take such action and make such decisions, orders, rulings and impose such penalties as it deems necessary and follow such procedures as it considers appropriate and such shall be finding and binding on all participants, subject to rule 17. In considering such matters, the Council shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceedings before a Court of Law. The Cups Committee shall have the power to appoint a Sub-Committee to exercise the powers of Council in order to expedite decisions to ensure the progress of the Competition.
- e) A Club participating in the Competition shall have only such rights in relation to the Competition (and any match in the Competition) as are expressly granted to the Club under the Competition Rules or by The Association in writing.
- f) In addition to any other action or penalty, the Council shall have the power to disqualify any competing Club, or player for any competing Club(s), which it determines to have breached the Rules of The Association or the Competition Rules (any Rules or Regulations issued pursuant to the Competition Rules), and the decision of the Council be final and binding.

## **2. ENTRY TO THE COMPETITION**

The entry fee for the Competition shall be £75.00 and the closing date for the entry 1st July. Full or Associate Member Clubs who do not enter by the required date shall be fined £50.00 and entered into the Competition, if appropriate, and shall be required to pay the entry fee.

## **3. ELIGIBILITY OF PLAYERS**

- a) i) In all rounds of the Competition prior to the Final, a player must be a registered player of his Club.

- ii) Any such registration in the case of a player under written contract must have been received and accepted by The Football Association, or in the case of a player without written contract, registered with a League in which his Club competes, by 12 noon on the day prior to the playing of the tie and the registration must be continuous through to the date of the match .
- iii) In order to be eligible to play in the Final Tie, players must have a 28-day qualification or been eligible to play in the Semi Final ties.
- iv) An International Transfer/Clearance Certificate for players coming from overseas Associations (including Wales, Scotland, Northern Ireland and the Republic of Ireland) takes precedence over a player's registration. Therefore, this is also required by 12 noon on the day prior to the playing of the tie for the Player's registration to be valid.
- b) i) A player shall not in the same season play for more than one competing Club in the Competition.
- ii) In the case of postponed matches only those players shall be allowed to play who were eligible for the original game. A player who has been suspended may play in postponed, drawn or replayed ties after the term of his suspension has expired.
- iii) Any Club playing an ineligible player will be struck out of the Competition, and the Cups Committee or a committee appointed by the Cups Committee may impose such other penalty as it considers appropriate
- iv) All questions of eligibility or qualification of the competitor shall be referred to the Association whose decision shall be final.
- v) A Player on Temporary (Loan) transfer is ineligible to play in this Competition unless permission to do so is given by the lending Club in writing and a copy is received by Cheshire County FA (Office) by 12 noon on the day prior to the date fixed for the playing of the tie.

#### **4. PLAYING STRENGTH**

Clubs must be represented by their strongest available team. Youth teams are not acceptable in this competition. Any Clubs failing to comply with this rule shall be fined not less than £500.00

#### **5. COMPETITION ARRANGEMENTS**

- a) The names of the Clubs entered for the Competition shall be placed in one lot and shall be drawn in couples at a time. At each draw up to and including the semi-final ties the Club first drawn shall have the choice of ground (subject to conditions of entry as decided by the Association) and rule (6e).
- b) The Association may exempt such Clubs as they deem fit from all rounds preceding the Semi-Finals.
- c) After each drawing, the Secretary shall notify to each of the Clubs drawn the name of the Club against whom it is drawn and the date, and kick off time by which the game must be played, except that Clubs may, by mutual agreement, make applications to play on any date in the week preceding the conference date.
- d) Any Club refusing or failing to play the Club against whom it has been drawn within the time intimated to do it, and without sufficient reason for so doing, shall be adjudged to have lost the match, and may be deemed to have been guilty of misconduct, and shall be liable to be fined and/or otherwise dealt with as the Cups Committee shall determine.

#### **6. GROUNDS**

- a) All Cup ties must be played on private enclosed grounds, having approved floodlighting facilities, and where admission can be charged.

## Senior Cup Competition Rules

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- b) All cup ties must be played on a ground where the playing area is enclosed by a fixed barrier. No person should encroach within this area without the permission of the match officials.
- c) Separate dressing accommodation and separate showers or bathing facilities must be available for each team and the match officials
- d) All amenities must be approved by the Cups Committee. Clubs failing to comply with this Rule are liable to be struck from the competition and to subject to a fine of not less than £50.00.
- e) If the ground of the Club having choice of ground shall be considered unsuitable for a cup tie, their opponents may protest to the Association, who may order the match to be played on the ground of the protesting Club, or on a neutral ground. Such protest to be made within six days of the draw being received.
- f) In the case of appurtenances of the ground being temporarily unfit in consequence of special causes, a protest may be lodged with the Referee before the start of the game, the game shall be played under protest, and the Association shall consider such protest. If the protest is sustained it shall order the game to be replayed on such ground and date as it may deem fit.
- g) No club may change the registered address of its ground for the playing of any cup-tie without first receiving permission of the Competition Secretary or County Secretary. Any Club found to be in breach of this Rule shall be liable for expulsion from the Competition and a fine of not less than £50.00.
- h) The Association shall have the power to order the game to be played on their opponent's or neutral ground if the ground of the club having choice is repeatedly unfit, thus hindering the progress of the Competition.
- i) The home Club is responsible for statutory pitch markings, provision corner posts of regulation height, goal nets and match balls. Failure to provide renders a Club liable to a fine of not less than £50 and possible dismissal from the Competition.
- j) Inspection of grounds for fitness may be made only by the appointed Match Officials or other Official with the prior approval of the Association, sanctioned through the Competition Secretary or Referee Secretary. A Match Postponement Form must be completed in the circumstances outlined on the form and forwarded to the Competition Secretary as directed.
- k) Matches which are postponed or abandoned:
  - i) When a match has been postponed or abandoned before the completion of 90 minutes, and neither club being at fault, it shall be played on the chosen ground of the first drawn club on or before the following Thursday week.
  - ii) If a match is postponed or abandoned a second time before the completion of 90 minutes and neither Club being at fault, it shall be played as directed by the Council.
  - iii) If a match is postponed on two occasions, the Council shall have power to order the match to be played on the ground of the club second drawn.
  - iv) Matches abandoned through the fault of the Clubs shall be dealt with by the Council.
  - v) The Council shall have the power to vary these arrangements if it is deemed necessary.
  - vi) Football Turf Pitches (3G Artificial Pitches) are allowed in this competition provided that they meet the required performance standards and are listed on the FA's Register of Football Turf Pitches. The HOME Club is also responsible for advising participants of footwear requirements when confirming match arrangements in accordance with Rule 11, and also allowing opponents to be allowed to train on the facility for a period of 60 minutes before the fixture, if requested.

### 7. COLOURS

In the Final tie, clubs having similar colours, both must change. In all other ties the HOME Club must change. Goalkeepers must wear colours which distinguish them from other players. Player's shirts shall be clearly numbered on the back in accordance with the Official Team Sheet. No change of numbers during the match shall be allowed except on a change of goalkeeper or where a player has been required by the Referee to change his shirt because of a blood injury. Failure to comply with this Rule renders the Club liable to a fine of £20 for each offence.

### 8. OFFICIALS

Match and Club Officials must be in attendance at least one hour prior to the appointed time of kick-off. Black uniform only to be worn. It shall be within the power of the Association to impose fines on Referees, Assistant Referees or Club Officials who cause late starts or are guilty of other offences. The Association shall have the power to impose a fine of not less than £5.00 for each offence.

### 9. LIST OF PLAYERS/SUBSTITUTES

- a) Substitutes - Each team shall be allowed to nominate no more than five substitutes in each game, three of whom may be used .Q.O.[y\_ in accordance with the Laws of the Game. Substitutes must be included on the team sheet handed to the Referee before the start of the game (see Rule 9b) and only those named will be allowed to participate in the game.
- b) Clubs must hand copies of a list of names of players taking part in the game (including the names of the nominated substitutes) to the Referee and a representative of their opponents in the presence of the Referee, at least 30 minutes before the advertised time of kick-off. Players named on the list must wear the corresponding shirt number in the game. Any Club failing to carry out these provisions will be fined a sum not exceeding £50.00.
- c) Should any nominated player or substitute sustain an injury after the submission of the team sheet to the Referee and before kick-off he may be replaced provided the Referee is informed.
- d) Referees are requested to retain the Official Team sheet for a minimum period of 56 days after the game.

### 10. TEAM BENCHES

- a) In the Semi-Final and Final ties, Clubs will be advised by The County Association of the number of technical staff and substitutes who may occupy the team benches and a list of the permitted number of authorized personnel must be provided by each Club to the Referee at least 30 minutes before kick-off
- b) With the exception of the Team Official, when issuing instructions, and the substitutes when warming up, all other personnel must remain seated.
- c) The occupants of the benches must behave in a responsible manner at all times. Misconduct by occupants will be reported by the Referee to The County Football Association, who shall have the power to impose sanctions as deemed fit.

### 11. LOCATION OF GROUNDS

Each home Club must confirm in writing to the Match Officials and the visiting Club the location of the ground and their playing colours, seven days before the date of the game. Clubs failing to comply with this Rule shall be liable to a fine of not less than £25.00.

### 12. TIME OF KICK-OFF AND PLAYING UNDER STRENGTH

Evening fixtures shall kick off at 7.45 pm. Clubs must be prepared to kick-off at the appointed time. Those Clubs responsible for a late kick-off shall be fined £5.00 per minute delayed. No deviation from the appointed time will be allowed unless prior permission has been given by the Competition Secretary or County Secretary. Clubs not fielding eleven players at the appointed

kick-off time may be subject to a fine of not less than £20.00 per player short or as the Association shall direct.

### 13. DURATION OF GAMES

In all rounds of the competition, up to and including the Final, the duration of the games shall be ninety minutes. The half time interval shall be fifteen minutes and this may only be altered with consent of the Match Referee.

### 14. DRAWN/POSTPONED GAMES

- a) In all rounds of the competition, up to and including the Final tie, if the scores are level after ninety minutes, the tie shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.
- b) Postponed or abandoned games shall be played by arrangement with Cheshire County FA
- c) i) When a first match has been postponed or abandoned before the completion of 90 minutes, and neither Club being at fault, it must be replayed on the same ground.  
ii) Matches abandoned through the fault of the Clubs shall be dealt with by the Association.
- d) Any postponement by a registered match official will require the completion of the "Match Postponement Form - Cheshire FA Senior Cup".

### 15. ADVICE OF RESULT

Immediately each game is completed the home team must telephone the result to the Competition Secretary or as directed. Notice of the result of each match together with the full names of the competing players (showing name against the number of the shirt worn in the match) shall be sent by each of the competing Clubs on the match report form provided so as to reach the Competition Secretary within 72 hours of the game being played. Clubs failing to comply with the Rule will be subject to a fine of £20.00 for each offence.

### 16. PROTESTS

- a) Protests other than those under Rule 6 (e) must be lodged in duplicate with the Competition Secretary within three days after the match. Two copies of the protest must be lodged and must be accompanied by a fee of £60.00. Such fee may be forfeited to the funds of the Association. The Club adjudged in default may be called upon to pay such expenses as the Association shall determine.
- b) In the Final tie all protests as to players' eligibility must be lodged prior to the conclusion of the game.
- c) Should either of the two Clubs in connection with a protested Cup tie have a member on the Council of the Association, such member shall withdraw whilst the said protest is being considered.

### 17. PROVISIONS CONCERNING APPEALS

- a) A Club, within 7 days of receipt by them of written notification of the decision of the Cheshire County FA Cup Committee may appeal against such decision by lodging particulars in duplicate, accompanied by a fee of £35.00, such appeal being addressed to the Chief Executive of The Cheshire County Football Association Limited for the adjudication of a Board of Appeal, whose decision shall be final and binding on all concerned.
- b) In the event of an appeal being successful the fee shall be returned to the Club in whole or part at the discretion of the Board of Appeal, who shall decide by whom the costs of the appeal must be borne.
- c) Any such appeal shall only be permitted on one or more of the following grounds;
  - i) The Cups Committee or a committee appointed by the Cups Committee misinterpreted/failed to comply with the procedures relevant to the hearing of the charge.



- ii) The Cups Committee or a committee appointed by the Cups Committee came to a decision on the facts of the case which no reasonable body could have reached or;
- iii) The Cups committee or a committee appointed by the Cups Committee imposed a sanction that is excessive.
- d) Any appeal must be made in accordance with such procedures as may be determined by Cheshire County FA from time to time.
- e) For the avoidance of doubt a Club may not appeal against any penalty imposed on it other than expulsion from the Competition.

### 18. PERCENTAGE OF GATE

In all rounds of the Competition, the Association may take a percentage of the net gate receipts as decided by the Association at the start of each season. Details of the net gate receipts, showing income and payment of allowable expenses, shall be forwarded on the form provided to the Competition Secretary and opponents within seven days of the game being played. Where monies are due to the Association, and/or opponents, these must be paid within seven days of the game being played. (See Match Expenses for "allowable expenses"). Clubs failing to comply with this Rule shall be liable to be fined.

### 19. SEMI-FINAL AND FINAL TIES

- a) In all rounds of the competition, up to and including the Final tie, if the scores are level after ninety minutes, the tie shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.
- b) Each Club shall be provided with 25 complimentary tickets.
- c) In the Semi-Final and Final ties, the Association shall take one third of the net gate the remainder in each case being equally divided between competing teams, whose second class travelling expenses shall be paid out of the gate.

### 20. AWARD TO FINALISTS

- a) The Association may present 16 trophies to the winners, runners-up and trophies to the Match Officials in the Final ties.
- b) No player/club official sent from the field of play, or dismissed prior to or after a final tie, for whatever reason, shall receive a trophy/medal on the day.
  - i) It shall be open to such a player's or club official's club to apply to the Competition Secretary, in writing, within 14 days of the final tie, for the player/club official to receive a trophy/medal giving reasons why it is felt this should be agreed.
  - ii) The Cups Committee shall have sole discretion in considering such a request once the alleged misconduct which resulted in the player/club official dismissal has been dealt with by the County Football Association and its decision shall be final and binding.

### 21. RECEIPT OF THE TROPHY

At the conclusion of the Final tie (provided that no protest has been lodged) the Cup and trophies shall be presented on the ground. A document shall afterwards be given by the holders to the Secretary of the Association to the following effect:

We ..... Secretary of the ..... Club, the said Club which has now been declared to have won the Cheshire County FA ..... Challenge Cup, and the same having been delivered to us by ..... the Secretary of the said Association, do hereby on behalf of the said Club and individually engage to return the same to the said ..... or Secretary of the said Association for the time being, on or before the first day in March next, in like good order and condition, and providing the Cup is destroyed by fire

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## Senior Cup Competition Rules

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or lost by any other accident whilst in our possession, we agree to refund the Association the amount advised to us of its value. The Cup shall be insured annually by the Association.

### 22. POSTPONED GAMES

It is the responsibility of the Home Club to advise the County Football Association, their opponents and the Match Officials, when a game has been postponed for whatever reason. (See also rule 6(H)).

### 23. MATCH EXPENSES

#### ALLOWABLE EXPENSES

- a) Match Officials' expenses; Printing and Advertising; Police; Turnstile Operators (where employed); Floodlights (up to a maximum of £50 where used). These are the responsibility of the home Club when gate receipts are insufficient to cover all such expenses.
- b) The home club must guarantee the incurred transport expenses of the visiting Club up to a maximum claim of £200.00. The travelling expenses of the visiting Club must be calculated from the Club's Headquarters (calculated at £5.00 per coach mile or maximum 5 cars at 30p per car mile both from the visiting Club's Headquarters).

#### DISBURSEMENT OF RESIDUAL GATE

After payment of the allowable expenses the residual gate shall be disbursed within seven days as follows:

Shared equally by both Clubs (subject to the percentage to be paid to the Association). In the Semi-final and Final ties the Association shall take one third of the net gate.

#### DISPUTES

The Association shall decide any dispute as to excessive charges.

#### DECISION OF THE COUNCIL (Regarding Match Expenses)

Clubs entering the Competition being drawn at home and not having a ground acceptable for the playing of the game and then having to play on their opponent's ground, shall be treated as having been drawn away from home.

#### CUP TIE CHARGES AND EXPENSES

The minimum charge in all cup ties shall be £5.00 or the amount charged for first team games of the home club.

#### REFEREE/ASSISTANT REFEREES FEES

All match official fees are to be paid by the home club.

|                              | <b>Referee Fee</b> | <b>Assistant Referee Fee</b> |
|------------------------------|--------------------|------------------------------|
| All Rounds (Excluding Final) | £53.00             | £34.00                       |
| Final tie                    | Souvenir Trophy    |                              |

In the event of a Reserve Official being officially appointed to any game he/she will be entitled to the same fee as the Assistant Referee.

#### TRAVELLING EXPENSES

1. Standard Class Railway Fare or
2. An allowance of 40p per mile if travelling by private car

Officials are entitled to their travelling expenses if incurred and half their fees if the match to which they were appointed is not played.

# Cheshire FA Amateur, Sunday Challenge & Ladies Cup Competition Rules

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## **CHESHIRE FA AMATEUR, SUNDAY CHALLENGE & LADIES CUP COMPETITION RULES SEASON 2021-22**

Competition Secretary: K Mighall  
Mobile: 07946 841 559  
Email: kevin.mighall2@cheshirefa.com

### **1. Control**

- a) The ownership, organisation, control and management of the Competition and any rights associated with it of any nature shall be vested entirely and exclusively in the Council of the Cheshire County Football Association. These rules will apply to the Cheshire County FA Amateur Cup, Sunday Cup and Ladies Challenge Cup.
- b) The Council shall have the power to make, delete and amend regulations for the organisation, control and management of the competition as it, from time to time, deems expedient (the 'Competition Rules') subject only to the authority of the Board where such matters related to financial or commercial matters.
- c) All participants participating in anyway in the Competition shall be bound by and comply with the Competition Rules (and any rules or regulations issued pursuant to the Competition Rules)
- d) The Council should have the power to appoint a Committee (The Cups Committee) The Cups Committee shall have the power to exercise all powers of the Council in relation to the Competition and make decisions on matters arising out of or in relation to the organisation, control and management of the Competition (including as to the eligibility and qualification) which shall be deemed decisions of the Council and shall be final and binding on all participants in the Competition in relation to these and any other matters not specifically mentioned in the Competition Rules. The Cups Committee shall have on behalf of the Council, the power to take such actions and make such decisions, orders rulings and impose such penalties as it deems necessary to follow such procedures as a considered appropriate and such shall be final and binding on all participants, subject to rule 17. In considering such matters, the Council shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceeding before a court of law. The Cups Committee shall have the power to appoint a Subcommittee to exercise the powers of the Council in order to expedite decisions to ensure the progress of the Competition.
- e) A club participating in the Competition shall only have such rights in relation to the Competition (and any match in the Competition) as it expressly granted to the Club under the Competition Rules or by The Association in writing.
- f) In addition to any other action or penalty, the Council should have the power to disqualify any competing club or a player for any competing club(s), which it determines to have breached the rules of The Association or the Competition Rules (any rules, or regulations issued pursuant to the Competition Rules) and the decision of the Council will be final and binding.

### **2. Entry into the Competition**

The entry fee for the Competition shall be £40 and the closing date of entry is the 1st of July. Full or Associate member clubs who do not enter by the required date shall be fined £10 and entered into the Competition, if appropriate, and shall be required to pay the entry fee.

The Cup shall be competed for annually in accordance with these rules

### **3. Eligibility of players**

- a) i) Contract players are not allowed to play in these Competitions. It all rounds of the Competitions prior to the final the player must be a registered player of his or her club.

# Cheshire FA Amateur, Sunday Challenge & Ladies Cup Competition Rules

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In order to be eligible to play in the final tie, players must have a 28-day playing qualification or have been eligible to play in the semi-final ties.

- ii) Any such registration for the Amateur Cup Competition must have been received and accepted by the league in which the club competes, by 12 noon on the day prior to the playing of the tie and that registration must be continuous throughout the day of the match. Any such registration for the Sunday and Ladies competition(s) must have been received and accepted registration must be continuous throughout the date of the match.
- iii) This is the responsibility of each club to ensure that players coming from overseas associations including Wales, Scotland, Northern Ireland, and the Republic of Ireland have the required International Transfer Clearance Certificates. An International Transfer Clearance Certificates takes precedence over the player's registration to be valid.
- b) i) A player shall not in the same season play for more than one competing club in each Competition.
- ii) In the case of postpone matches only those players shall be allowed to play who were eligible for the original game. A player who has been suspended may play in the postponed, matches after the term of his or her suspension has expired.
- iii) Any player who plays in a Cheshire Senior Cup Competition shall become ineligible to play in the Cheshire Amateur Cup Competition in the same season.
- iv) Any club playing an ineligible player will be struck from the Competition and the Cups Committee or Committee appointed by the Cups Committee may impose such other penalty as it considers appropriate.
- v) All questions of eligibility or qualification of the Competition shall be referred to the Association whose decision shall be final.

## 4. Playing strength

Clubs must be represented by their strongest available team. Any clubs failing to comply with the rule should be fined not less than £50 pounds.

## 5. Competition arrangements

- a) The names of the clubs entered for the Competition shall be placed in one lot and shall be drawn in couples at a time. At each drawing up to the semi-final ties the Club first drawn shall have the choice of ground (subject to conditions of entry as decided by the Association).
- b) The Association may exempt the previous semi-finalists and such additional Clubs as they may approve from the first two rounds of the Amateur, Sunday and Ladies Cups.
- c) After each drawing, the secretary shall notify each of the clubs drawn the name of the club against to whom it is drawn and the date and kick off time on which the game must be played, except that Clubs may, by mutual arrangement, make applications to play on a date in the week preceding the Conference Date.
- d) Any club refusing or failing to play the club against whom it has been drawn within the time intimated to do so and without sufficient reason, shall be adjudged to have lost the match and may be deemed to have been guilty of misconduct, and shall be liable to be fined and/or otherwise dealt with as the Cups Committee shall determine.

## 6. Grounds

- a) All cup ties must be played on a ground where the playing areas enclosed by a fixed barrier, or completely roped off by a rope material of not less than 8 mm in diameter. No person should encroach within this area without the permission of the match officials.
- b) Separate dressing accommodation must be available for each team and the Match Officials' Showers, or bathing facilities must be provided.

# Cheshire FA Amateur, Sunday Challenge & Ladies Cup Competition Rules

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- c) Clubs with approved floodlighting shall kick off at 3:00 PM or 7:30 PM for evening games or such other times as approved by the Cups Committee.
- d) All amenities must be approved by the Cups Committee. Clubs failing to comply with this rule are liable to be struck from the Competition and be subject to a fine of not less than £20.
- e) If the grounds of the club having choice of ground shall be considered unsuitable for a cup tie, their opponents may protest the Association, who may order the match to be played on the ground of the protesting club, or on the neutral ground. Such protests to be made within six days of the draw being received. In the case of appurtenances of the ground being temporarily unfit in consequence of special causes, protests may be lodged with the referee before the start of the game, the game should be played under protest, and the Association shall consider such protest. If the protest is sustained the game should be ordered to be replayed on such grounds and date as the Association deems appropriate.
- f) No club may change the registered address of his ground for the playing of any cup tie without first receiving permission from the Competition Secretary. Any club found to be in breach of this rule shall be liable to expulsion from the Competition to be fine not less than £20.
- g) Notwithstanding the provision of rule 5 (a) (i) The Associations shall have the power to order the game to be played on the opponents or neutral ground if the ground of the Club having choice is repeatedly unfit, thus hindering the progress of the Competition.
- h) The home club is responsible for the statutory pitch markings, provision of corner posts of regulation height, goal nets and match balls. Failure to provide renders a Club liable to a fine of not less than £20 and possible dismissal from the Competition.
- i) Inspection of grounds for the fitness may be made only by the appointed Match Official or Official with the prior approval of the Association, sanctioned through the Competition Secretary or Referee Secretary.
- j) Any club causing the postponement of the match without due cause or reason may be struck from the Competition and fined a sum of not less than £25.
- k) Football Turf Pitches (3G Artificial Pitches) are allowed in these Competitions provided that they meet the required performance standards and are listed on the FA's register of Football Turf Pitches. The home club is also responsible for advising participants of the footwear requirements when confirming match arrangements in accordance with rule 11.

## 7. Colours

- a) Clubs with similar colours in all rounds including the semi-final ties, the HOME club must change. Clubs with similar colours in the final tie both clubs must change unless mutually agreed otherwise, and with the agreement of Cheshire County FA. Goalkeepers must wear colours which distinguish them from other players. Player's shirts shall be clearly numbered on the back in accordance with the official team sheet. No change of numbers during the match should be allowed except on a change of goalkeeper or where a player is required by the referee to change his shirt because of a blood injury. Failure to comply with this rule renders the club liable to a fine of £20 for each offence.
- b) No player should wear shirts that in anyway conflict with black shirt worn by the match officials.

## 8. Officials

Match and club officials must be in attendance at least one hour prior to the appointed time of kick-off.

Black uniform only to be worn.

It shall be within the power of the Association to impose fines on Referees, Assistant Referees or Club Officials who cause late starts or of guilty of other offences. The Association shall have the power to impose a fine of not less than £5 for each offence.

# Cheshire FA Amateur, Sunday Challenge & Ladies Cup Competition Rules

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## 9. List of players

- a) Substitutes - Each team shall be allowed to nominate no more than five substitutes in each game, three of whom may be used in accordance with the laws of the game. Substitutes must be named to the referee before the start of the game and only those named will be allowed to participate in the game.
- b) In all rounds of the Competition, each club shall provide a list of names of players in the game including the names of substitutes, to the referee and the representative of their opponents in the presence of the Referee, at least 30 minutes before the kick-off time. Players named on the list must wear the corresponding shirts and also be named correctly on the Match Report Form returned to the County FA in accordance with rule 15. Any club failing to do so will be liable to a fine of a sum not exceeding £25.
- c) Should a nominated player or substitute sustain an injury after the submission of the 'Official Team Sheet' to the Referee and before kick-off time, he or she may be replaced providing the referee is informed before the commencement of the match.
- d) Referees are requested to retain the Official Team Sheet for a minimum of 56 days after the game.

## 10. Team Benches

- a) In the semi-final and final ties, clubs will be advised by the County Association of the number of technical staff and substitutes who may occupy the team benches and the list of the permitted number of authorised personnel must be provided by each club to the referee at least 30 minutes before kick-off.
- b) With the exception of the team official issuing instructions and the substitutes when warming up, all other personnel must remain seated.
- c) The occupants of the benches must behave in a reasonable manner at all times. Misconduct by occupants will be reported by the Referee to the County Football Association, which will have the power to impose sanctions as deemed fit.

## 11. Location of grounds

Each home club must confirm in writing to the Match Officials and the visiting club, the location of the ground and their playing colours seven days before the date of the game. Clubs failing to comply with this rule shall be liable to be a fine of not less than 25 pounds.

## 12. Time of kick off and playing understrength

Clubs must be prepared to kick off at the appointed time. In the Amateur Cup the kick-off time shall be 2pm. In the Sunday Challenge Cup, the time of kick off shall be 11am or 2pm. In the Ladies Challenge Cup the time of the Kick off shall be 2pm. Those clubs responsible for the late kick off shall be fined £1 per minute delayed. When a fixture is played on the ground with approved floodlighting, the game shall kick off in accordance with the provisions in Rule 6C. No deviation from the appointed time will be allowed unless prior permission has been given by the Competition Secretary. Clubs not fielding 11 players at the appointed kick off time may be subject to a fine of not less than £20 per player short or as the Association shall direct.

## 13. Duration of games

The duration of all games shall be 90 minutes. The half time interval shall be a maximum of 15 minutes, and this may be altered with the consent of the match referee.

## 14. Drawn or postponed games

- a) In all rounds of the Competition up to and including in the final tie, if the scores are level after 90 minutes the tie shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.

# Cheshire FA Amateur, Sunday Challenge & Ladies Cup Competition Rules

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- b) Postponed or abandoned game shall be played on or before the following Saturday / Sunday or where clubs have floodlights on before the following Thursday by arrangement with CCFA
- c) i) When the first match had been postponed or abandoned before the completion of 90 minutes and neither club being at fault it must be replayed on the same ground.  
ii) Matches abandoned through the fault of the club shall be dealt with by the Association.

## 15. Advice of the result

Immediately each game is completed the home team must notify the result to the Competition Secretary as directed.

Notice of the result of each match together with the full names of the competing players (showing name against number on the shirt worn in the match) shall be sent by each of the competing club on the Match Report Form provided to reach the Competition Secretary within 72 hours of the game being played. Clubs failing to comply with this rule should be subject to a fine of £20 for each offence.

## 16. Protests

- a) Protests other than those under rule 6 (e) must be lodged in duplicate with the Competition Secretary within three days of the match. Two copies of the protest must be lodged and must be accompanied by a fee of £60. Such fee may be forfeited to the funds of the Association. The club adjudged in default may be called upon to pay such expenses as the Association shall determine.
- b) In the final tie, all protests as to the players eligibility must be lodged prior to the conclusion of the game.
- c) Should either of the two clubs in connection with the protested cup tie have a member on the Council of the Association, such member shall withdraw whilst the said protests being considered.

## 17. Provisions concerning appeals

- a) A club, within seven days of receipt by them of written notification of the decision of the Cheshire County FA Cups Committee may appeal against such decision by lodging particulars in duplicate, accompanied by a fee of £35, such appeal being addressed to the Chief Executive of the Cheshire County Football Association Limited for the adjudication of a Board of Appeal, whose decision shall be final and binding on all concerned.
- b) In the event of an appeal being successful the fee shall be returned to the club in whole or part at the discretion of the Board of Appeal who should decide by whom the costs of the appeal must be borne.
- c) Any such appeals will only be permitted on one or more of the following grounds.
  - i) The Cups Committee or a Committee appointed by the Cups Committee misinterpreted/failed to comply with the procedures relevant to the hearing of the charge.
  - ii) The Cups Committee or a Committee appointed by the Cups Committee came to a decision on the facts of the case which no reasonable body could have reached
  - iii) The Cups Committee or a Committee appointed by the Cups Committee imposed the sanction that is excessive.
- d) Any appeal must be made in accordance with such procedures as may be determined by the Cheshire County Football Association from time to time.
- e) For the avoidance of doubt the club may not appeal against any penalty imposed on it other than expulsion from the competition.

# Cheshire FA Amateur, Sunday Challenge & Ladies Cup Competition Rules

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## 18. Semi-final and final ties

- a) Semi-final ties will be played on the ground of the first drawn club, subject to the provisions of rule 6, as determined by the Cheshire County FA. The Cheshire County FA will be responsible for the payments of match official fees and expenses.
- b) The **AWAY** club shall be provided with 25 complimentary tickets.
- c) When a 'Gate' is being taken this may only be done with the permission of the Cheshire County FA and under such conditions as agreed by the Cheshire County FA.
- d) In the final tie each club should be provided with 25 complimentary tickets.
- e) In the final tie the Association will take 1/3 of the net gate the remainder in each case being equally divided between the competing clubs who standard class travel expenses as agreed by Cheshire County FA shall be paid.

## 19. Award to finalists

- a) The Association will present 16 trophies to the winners and runners up and trophies to the match officials in the final ties.
- b) No player/club official sent from the field of play or dismissed prior to or after the final tie for whatever reason shall receive a trophy/medal on the day.
  - i) It shall be open to such player's or club official's club to apply to the Competition Secretary, in writing within 14 days of the final tie, for the players club officials to receive a trophy medal giving reasons why it felt this should be agreed.
  - ii) The Cups Committee shall have the sole discretion in considering such a request once the alleged misconduct which resulted in the player/club official dismissal has been dealt with by the County Football Association and its discretion shall be final and binding.

## 20. Receipt of the trophy

At the conclusion of the final tie, provided that no protest has been lodged, the Cup and Trophies shall be presented on the ground.

A document shall afterwards be given by the holders to the secretary of the association to the following effect:

We .....Secretary of the.....club the said club which has now being declared to have won the Cheshire County FA Challenge Cup and the same having been delivered to us by Secretary of the said Association, do hereby on behalf of the set club and individually engaged to return the same to the said Secretary of the Association for the time being on or before the first day of March in like good order and condition, and providing the cup is destroyed by fire or lost by any other accidents whilst in our possession, we agree to refund the Association the amount advised to us all its value. The Cup shall be ensured annually by the Association.

## 21. Postpone games

It is the responsibility of the home club to advise the County Football Association, their opponents and Match Officials, when the game has been postponed for whatever reason. (See also rule 6 (i))

## 22. Match Expenses

Decision of the Council (regarding match expenses)

Clubs entering the Competition being drawn at home and not having a ground acceptable for the playing of the game and then having to play at their opponent's ground shall be treated as having been drawn away from home.

All match official fees are to be paid by the home club.



## Cheshire FA Amateur, Sunday Challenge & Ladies Cup Competition Rules

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### **Cup tie charges and expenses**

All rounds (Excluding Final)      Referees fee £38      (Including Travel)

Assistant Referee fee £25      (Including Travel)

Final Tie

Souvenir Trophy + travel expenses

In the event of a reserve official being appointed to any game he or she will be entitled to the same fee as the assistant referee.

### **Travelling expenses (where applicable)**

Second class railway fare or an allowance of 40p per mile if travelling by private car (all rounds)

Officials are entitled to their travelling expenses incurred and half their fees if the match to which they were appointed to is not played.

## **CHESHIRE FA COUNTY CUPS YOUTH U17/U18 BOYS & GIRLS COMPETITIONS RULES**

### **Competition Secretary:**

**K Mighall**  
**Mobile: 07946 841559**

**E-mail: [kevin.mighall2@cheshirefa.com](mailto:kevin.mighall2@cheshirefa.com)**

### **1. CONTROL**

- a) The ownership, organisation, control and management of the Competition and any rights associated with it of any nature shall be vested entirely and exclusively in the Council of the Cheshire County Football Association.
- b) The Council shall have the power to make, delete and amend regulations for the organisation, control, and management of the Competition as it, from time to time, deems expedient (the "Competition Rules") subject only to the authority of the Board where such matters relate to financial or commercial matters. These rules will apply to youth boys' and girls' competitions.
- c) All participants participating in any way in the Competition shall be bound by and comply with the Competition Rules (and any Rules or Regulations issued pursuant to the Competition Rules)
- d) The Council shall have the power to appoint a Committee (the "Youth Committee") The Committee shall have the power to exercise all powers of the Council in relation to the Competition and to make decisions on all matters arising out of or in relation to the organisation, control and management of the Competition (including as to eligibility and qualification) which shall be deemed decisions of the Council and shall be final and binding on all participants in the Competition in relation to these and any other matters not specifically mentioned in the Competition Rules. The Youth Committee shall have on behalf of the Council, the power to take such action and make such decisions, orders, rulings and impose such penalties as it deems necessary and follow such procedures as it considers appropriate, and such shall be finding and binding on all participants. In considering such matters, the Council shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in preceding before a Court of Law. The Youth Committee shall have the power to appoint a Sub-Committee to exercise the powers of Council in order to expedite decisions to ensure the progress of the Competition.
- e) A Club participating in the Competition shall have only such rights in relation to the Competition (and any match in the Competition) as are expressly granted to the Club under the Competition Rules or by The Association in writing.
- f) In addition to any other action or penalty, the Council shall have the power to disqualify any competing Club, or player for any competing Club(s), which it determines to have breached the Rules of the Association or the Competition Rules (any Rules or Regulations issued pursuant to the Competition Rules), and the decision of the Council be final and binding.

### **2. THE COMPETITIONS**

Shall be named as follows:

Cheshire County Football Association Boys & Girls Youth Cup (U17/U18 - players must also be over the age of 15 and under the age of 18 as at midnight on the 31st August of the playing season) All games shall be played on a Sunday unless the Council directs otherwise.

### 3. CLUBS

The Competitions are open only to Clubs by invitation whose first affiliation is with the Cheshire County Football Association.

### 4. ENTRY FEES

The entry fee and the closing date for entries shall be decided by the Council on recommendations from the CCFA Youth Committee.

### 5. ELIGIBILITY OF PLAYERS

- a) The ages of the players qualified to play in each Competition shall be as determined as in Rule 2.
- b) In All rounds of the competition prior to the Final tie, a player must have been a sanctioned league registered player of his/her club previous to the date fixed for the playing of the tie. Any such registration for the Youth/ Junior/Minor Challenge Cups must have been received and accepted by the League in which the club competes, by 12 noon on the day previous to the date fixed for the playing of the tie and the registration must be continuous through to the date of the match In order to be eligible to play in the Final tie, players must have been eligible to play in the Semi Final ties or have a 28-day playing qualification.
- c) Contract players, as defined in Football Association Rules, are not permitted in this competition. No player registered with a F.A. Premier League or Football League Academy under the Elite Player Performance Plan contained within Youth Development Rules (F.A. Web Site) will be permitted to play in this competition. This includes players registered or having played within the Junior Premier League in the current season.
- d) In all Competitions:
  - i) A player shall not in the same season play for more than one competing Club/team.
  - ii) In the case of drawn, postponed or replayed matches only those players shall be allowed to play who were eligible for the original game. (This Rule does not debar players who were serving disciplinary suspensions)
  - iii) Any Club playing an ineligible player will be struck out of the Competition, and The Youth Committee or a committee appointed by the Youth Committee may impose such other penalty as it considers appropriate.
  - iv) All questions of eligibility or qualification shall be referred to the Council, on recommendation from the CCFA Youth Committee, whose decision shall be final.
- e) Substitutes:
  - i) Youth U17/18s Cup Competition – Each team will be allowed five substitute players in each game, who may be nominated from a maximum of five. Such players must be named to the referee before the commencement of the game. Players not so named will not be allowed to participate. (THESE ARE NOT REPEAT SUBSTITUTIONS)
  - ii) Youth U16s, Minor & Junior Cup Competitions - Each team will be allowed five substitute players in each game, who may be nominated from a maximum of five. Such players must be named to the referee before the commencement of the game. Players not so named will not be allowed to participate. A player who has been substituted him/herself becomes a substitute and may replace another player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.
- f) It is the responsibility of each club to ensure that players (10 years or over) coming from an overseas Association (including Wales, Scotland, Northern Ireland, and the Republic of Ireland) have the required International Transfer/Clearance Certificate. The International Transfer/Clearance Certificate takes precedence over a player's registration therefore this

is also required by 12 noon on the on the Saturday prior to the playing of the tie for the player's registration to be valid.

- g) All matches will be played on the conference dates and times. Matches will only be re arranged from the conference dates/times as a result of postponement due to inclement weather. No other changes will be considered unless agreed with the Competitions Secretary

### 6. ARRANGEMENTS FOR COMPETITIONS

Draw for Competitions:

- a) The names of the Clubs entered for the Competition shall be placed on one lot and shall be drawn in couples at a time and the first drawn Club shall have choice of ground in all rounds except the Final tie.
- b) The Council may exempt the previous season's Semi-finalists and such other Clubs as they may approve from the first round of the Competitions.
- c) As soon as is practicable after each drawing, the Competition Secretary shall intimate to each of the Clubs drawn, the name of the Club against whom it is drawn and the time and date on which the game is to be played.
- d) Any Club refusing or failing to play the Club against whom it has been drawn on the date intimated to it, and without sufficient reason for so doing, shall be adjudged to have lost the match and may be deemed by the Council to have been guilty of misconduct and liable to such out of pocket expenses and liabilities as are incurred by their failure to play. The Council shall decide whether "sufficient reason" is acceptable, and their decision shall be final.

### 7. GROUNDS

- a) All ties, prior to the Final, will be played on the ground of the first drawn club and must be played on a football ground approved by the Council.
- b) No club/team may change the registered address of its ground for the playing of any cup tie without first receiving permission from the Competition Secretary. Any club/team found to be in breach of this rule shall be liable to expulsion from the competition and a fine of £15.
- c) If the ground of the Club having choice of ground shall be considered unsuitable for a Cup-tie, their opponents may appeal to the Council who may order the match to be played on the ground of the appealing Club, or on a neutral ground. Such protest must be made within six days of the draw being received.
- d) In the case of the appurtenances of the ground being temporarily unfit in consequence of special clauses, a protest may be lodged with the Referee before the start of the game and the game shall be played under protest. The Council shall consider such protests at its next meeting and decide the validity of same. In the event of a valid protest the game may be ordered to be replayed on such ground and date as the Council decide.
- e) The Council shall have the power to order games to be played on opponent's grounds or neutral grounds if the grounds of Clubs having choice are unfit, thus hindering the progress of the Competition.
- f) The home Club shall be responsible for statutory pitch markings, provision of corner posts of regulation height, goal nets and two match balls. The pitch is to be roped off down both touchlines and located 1.5 meters back from the competition.
- g) Inspection of grounds for fitness may be made only by the match official or other official with the prior approval of the Honorary Referees Secretary or Competitions Secretary— subject to the organisation responsible for the ground e.g. Local Authority
- h) Any club causing the postponement of a match without due cause or reason will be struck out of the competition and fined a sum of not less than £25. i) Football Turf Pitches (3G Artificial Pitches) are allowed in these Competitions provided that they meet the required performance standards and are listed on the FA's Register of Football Turf Pitches. The

HOME Club is also responsible for advising participants of footwear requirements when confirming match arrangements in accordance with Rule 11, and also allowing opponents to be allowed to train on the facility for a period of 45 minutes before the fixture, if requested.

### 8. COLOURS

- a) Clubs having similar colours must change. In all ties the HOME Club must change. Goalkeepers must wear colours which distinguish them from other players and match officials. Player's shirts shall be clearly numbered on the back in accordance with the official team sheet. No change of numbers during the match shall be allowed except on a change of goalkeeper or where a player has been required by the Referee to change his shirt because of a blood injury. Failure to comply with this Rule renders the Club liable to a fine of £20 for each offence.
- b) In the final tie both clubs must play in their registered first choice colours or as notified to this Association at least 14 days prior to the Final. Failure to do so will incur a fine of £25. If their colours are deemed by the Council or appointed match official to be similar both clubs must change unless mutually agreed. Clubs failing to change colours, as required, in any match will be subject to a fine of not less than £25.
- c) No player should wear shirts that in any way conflict with the black shirts worn by the match officials.

### 9. MATCH OFFICIALS

In all rounds prior to the Semi-Finals and Finals, the Match Officials' fee shall be £38 inclusive of travelling expenses and shall be the responsibility of the HOME club. In the Semi-Final and Final ties, the Referees Fees shall be £38 inclusive of travel, the Assistant Referees fee shall be £25 inclusive of travel, which will be the responsibility of Cheshire FA. In the event of a postponed or cancelled game, the Match Officials attending shall be entitled to a half fee. In the Final tie the Match Officials shall also receive a souvenir trophy. Match Officials, where applicable, shall be appointed by the Cheshire County Football Association. In those games where, official Assistant Referees are not appointed, each Club must provide a suitable person to assist the Referee in line duties. Clubs failing to supply such a person shall be fined £15.

Appointed Match Officials must be in attendance at least 30 minutes prior to the appointed time of kick-off. Match officials must wear black kit.

It shall be within the power of the Council to impose fines on Match Officials who cause late starts or who are guilty of other offences.

### 10. LISTS OF PLAYERS

- a) In all games, each Club shall provide a list of the names and dates of birth of players in the game (including the names of substitutes) to the Referee and a representative of their opponents in the presence of the Referee at least 15 minutes before the kick-off, in matches prior to the Semi-Final, and 30 minutes in the Semi-Final and Final (the Official Team Sheet). Players named on the list must wear the corresponding shirt number and also be named correctly on the match report form returned to the County FA in accordance with Rule 16. Any Club failing to do so will be liable to be fined a sum not exceeding £25.
- b) Should any nominated player or substitute sustain an injury after the submission of the "Official Team Sheet" to the Referee and before kick-off he/she may be replaced provided the Referee is informed before the commencement of the match.

### 11. ADVISING OPPONENTS AND MATCH OFFICIALS

Each HOME Club must advise their opponents and Match Officials at least five days before the game of:

- a) the location of the ground and
- b) their playing colours

Clubs failing to comply shall be liable to a fine not exceeding £15.00

### 12. KICK-OFF TIMES

- a) Clubs must be prepared to kick-off at the appointed time determined by the Council. Clubs responsible for a late kick-off time shall be fined 50p per minute.
- b) Kick off times shall be determined by the Competition Secretary or CCFA as advised on the competition entry form. Clubs must indicate on their application form the kick-off time if drawn at home. Any deviation from this time, or from the ground details, will only be allowed with the prior permission of the Competition Secretary.

### 13. DURATION OF GAMES AND MATCH BALL

Youth Cup – Two equal halves of 45 minutes each way – Ball size 5

The half time interval shall not be less than five minutes, and this may only be altered with the consent of the match Referee.

### 14. DRAWN/POSTPONED/REPLAYED GAMES

- a) In all rounds including semi-final ties, if the match is drawn after 90 minutes play (as the case may be) the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by The International Football Association Board.
- b) All postponed or abandoned games shall be played within seven days or as the Council shall determine.
- c) When a match has been postponed or abandoned before the completion of 90 minutes with neither Club being at fault, it must be replayed in its entirety on the same ground or ground as decided by the Association.
- d) Matches abandoned through the fault of the Clubs shall be dealt with by the Association.
- e) When games are postponed, it is the **RESPONSIBILITY OF THE HOME CLUB** to inform appointed Match Officials, opponents, League Secretary, and the Competition Secretary. Failure to do so will incur a fine of £15.

### 15. GROUND INSPECTIONS

In the event of the appointed Match Officials being unavailable only a Cheshire County FA registered Referee may inspect grounds for fitness, and then only with the consent of the Competition Secretary or the Honorary Referee Appointments Officer – subject to the organisation responsible for the ground e.g. Local Authority

### 16. ADVICE OF RESULT

- a) After each game is completed the HOME team must notify the result to the Competition Secretary or as directed and by no later than 6.00pm on the date the match is played.
- b) Notice of the result of each match together with the names and dates of birth of the competing players shall be sent by both Clubs on the official form provided so as to reach the Competition Secretary within 72 hours of the match being played.

Clubs failing to comply with this Rule shall be fined £15 for each offence.

### 17. PROTESTS

- a) Protests must be lodged with the Cheshire County FA Youth Secretary within three days after the match. Two copies of the protest must be lodged and must be accompanied by a fee of £60.00 which may be forfeited to the funds of the Competition at the discretion of the Council.
- b) In Final ties, all protests as to players' eligibility must be lodged prior to the conclusion of the game.

- c) All protests will be heard by a panel of members (at least 3) from Council members on the CCFA Youth Committee or as appointed by CCFA Chairman or his nominee.
- d) Should either of the two Clubs in connection with a protested Cup tie have a member on the Council of the
- c) Should either of the two Clubs in connection with a protested Cup tie have a member on the Council of the Association, such member shall withdraw whilst the said protest is being considered.

### 18. PROVISIONS CONCERNING APPEALS

- a) A Club that is expelled from the Competition may appeal against that decision to an appeal board comprising three members of Council selected by the Chairman of Council or his nominee. Any such appeal shall only be permitted on one or more of the following grounds;
  - i) The Youth Committee or a committee appointed by the Youth Committee misinterpreted/failed to comply with the procedures relevant to the hearing of the charge.
  - ii) The Youth Committee or a committee appointed by the Youth Committee came to a decision on the facts of the case which no reasonable body could have reached or.
  - iii) The Youth Committee or a committee appointed by the Youth Committee imposed a sanction that is excessive.
- b) Any appeal must be made in accordance with such procedures as may be determined by Cheshire County F.A. from time to time.
- c) For the avoidance of doubt a Club may not appeal against any penalty imposed on it other than expulsion from the Competition.

### 19. FINAL TIES

- a) The Council shall decide the grounds, date, and kick-off time.
- b) All expenses incurred in staging the final ties will be paid by the Cheshire County Football Association.
- c) In the event of the Final tie being drawn at 90 minutes extra time of 15 minutes each way shall be played. If the score is still level at the end of extra time the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by The International Football Association Board.

### 20. AWARD TO FINALISTS

The Council may present mementos to the Winners, Runners-up, and Match Officials in the Final ties. Sixteen mementos shall be presented.

### 21. RECEIPT OF TROPHY

- a) At the conclusion of each Final tie (provided that no protest has been lodged) the Cup and mementos shall be presented on the ground. A document shall afterwards be given by the holders to the Secretary of the Competition to the following effect

"We ..... Secretary of the ..... Club, and .....three members of and representing the said Club, which has now been declared to have won the Cheshire County FA Minor/Junior/Youth Cup and the same having been delivered to us by ..... Secretary of the said Competition do hereby on behalf of the said Club and individually engage to return the same to the said ..... or Secretary of the Competition for the time being, on or before the first day in March next, in like good order and condition, and providing the Cup is destroyed by fire, or lost by any other accident whilst in our possession, we agree to refund the Cheshire County FA the amount advised to us of its value."

All Cups belonging to the Competition shall be insured annually by the Cheshire County Football Association

- b) Trophies should be returned to the Competition Secretary by 1 March of each year in a clean and undamaged condition. Failure to do so will incur a fine of £50.

### **22. OTHER RULES**

The Council shall have powers to make other rules as they from time to time deem expedient.

### **23. MATCH EXPENSES**

- a) Allowable Expenses

In all Competitions and all rounds prior to the Semi-finals, the Match Official (s) fees, inclusive of travel, are the responsibility of the **HOME** Club.

Under 18s Cup

Referee - £38 inclusive of travel

Asst. Referee - £25 inclusive of travel

All Finals – Souvenir Trophy + travel at 35p per mile

- b) Disputes

The Council shall decide any dispute as to excessive charges.

### **24. EMERGENCY COMMITTEE**

An Emergency Committee to deal with matters of extreme urgency shall consist of at least three members of Council who are members of the Youth Committee.



### **CHESHIRE FA COUNTY CUPS YOUTH / JUNIOR / MINOR BOYS AND GIRLS COMPETITIONS RULES**

**Competition Secretary: A Roberts**

**Telephone: 0151 644 9954**

**Mobile: 07999 799834**

**E-mail: [alfroberts@talktalk.net](mailto:alfroberts@talktalk.net)**

#### **1. CONTROL**

- a) The ownership, organisation, control and management of the Competition and any rights associated with it of any nature shall be vested entirely and exclusively in the Council of the Cheshire County Football Association.
- b) The Council shall have the power to make, delete and amend regulations for the organisation, control and management of the Competition as it, from time to time, deems expedient (the "Competition Rules") subject only to the authority of the Board where such matters relate to financial or commercial matters. These rules will apply to youth boys and girls competitions.
- c) All participants participating in any way in the Competition shall be bound by and comply with the Competition Rules (and any Rules or Regulations issued pursuant to the Competition Rules)
- d) The Council shall have the power to appoint a Committee (the "Youth Committee") The Committee shall have the power to exercise all powers of the Council in relation to the Competition and to make decisions on all matters arising out of or in relation to the organisation, control and management of the Competition (including as to eligibility and qualification) which shall be deemed decisions of the Council and shall be final and binding on all participants in the Competition in relation to these and any other matters not specifically mentioned in the Competition Rules. The Youth Committee shall have, on behalf of the Council, the power to take such action and make such decisions, orders, rulings and impose such penalties as it deems necessary and follow such procedures as it considers appropriate and such shall be finding and binding on all participants. In considering such matters, the Council shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in preceding before a Court of Law. The Youth Committee shall have the power to appoint a Sub-Committee to exercise the powers of Council in order to expedite decisions to ensure the progress of the Competition.
- e) A Club participating in the Competition shall have only such rights in relation to the Competition (and any match in the Competition) as are expressly granted to the Club under the Competition Rules or by The Association in writing.
- f) In addition to any other action or penalty, the Council shall have the power to disqualify any competing Club, or player for any competing Club(s), which it determines to have breached the Rules of the Association or the Competition Rules (any Rules or Regulations issued pursuant to the Competition Rules), and the decision of the Council be final and binding.

#### **2. THE COMPETITIONS**

Shall be named as follows: Cheshire County Football Association Boys & Girls Minor Cup (Over 11 & Under 13 years as at midnight on the 31st August of the playing season) Cheshire County Football Association Boys & Girls Junior U14s Cup (Over 12 & Under 14 years as at midnight on the 31st August of the playing season). Cheshire County Football Association Boys & Girls Junior U15s Cup (Over 13 & Under 15 years as at midnight on the 31st August of the playing season). Cheshire County Football Association Boys & Girls Youth U16s Cup (Over 14 & Under

16 years as at midnight on the 31st August of the playing season). All BOYS games shall be played on a Sunday unless the Council directs otherwise.

All GIRLS games shall be played on a Saturday unless the Council directs otherwise.

### **3. CLUBS**

The Competitions are open only to Clubs by invitation whose first affiliation is with the Cheshire County Football Association.

### **4. ENTRY FEES**

The entry fee and the closing date for entries shall be decided by the Council on recommendations from the CCFA Youth Committee.

### **5. ELIGIBILITY OF PLAYERS**

- a) The ages of the players qualified to play in each Competition shall be as determined as in Rule 2.
- b) In All rounds of the competition prior to the Final tie, a player must have been a sanctioned league registered player of his/her club previous to the date fixed for the playing of the tie. Any such registration for the Youth/ Junior/Minor Challenge Cups must have been received and accepted by the League in which the club competes, by 12 noon on the day previous to the date fixed for the playing of the tie and the registration must be continuous through to the date of the match. In order to be eligible to play in the Final tie, players must have been eligible to play in the Semi Final ties or have a 28 day playing qualification.
- c) Contract players, as defined in Football Association Rules, are not permitted in this competition. No player registered with a F.A. Premier League or Football League Academy under the Elite Player Performance Plan contained within Youth Development Rules (F.A. Web Site) will be permitted to play in this competition. This includes players registered or having played within the Junior Premier League in the current season.
- d) In all Competitions:
  - i) A player shall not in the same season play for more than one competing Club/team.
  - ii) In the case of drawn, postponed or replayed matches only those players shall be allowed to play who were eligible for the original game. (This Rule does not debar players who were serving disciplinary suspensions)
  - iii) Any Club playing an ineligible player will be struck out of the Competition, and The Youth Committee or a committee appointed by the Youth Committee may impose such other penalty as it considers appropriate.
  - iv) All questions of eligibility or qualification shall be referred to the Council, on recommendation from the CCFA Youth Committee, whose decision shall be final.
- e) Substitutes:
  - i) Youth U16s, Minor & Junior Cup Competitions - Each team will be allowed five substitute players in each game, who may be nominated from a maximum of five. Such players must be named to the referee before the commencement of the game. Players not so named will not be allowed to participate. A player who has been substituted him/herself becomes a substitute and may replace another player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.
- f) It is the responsibility of each club to ensure that players (10 years or over) coming from an overseas Association (including Wales, Scotland, Northern Ireland, and the Republic of Ireland) have the required International Transfer/Clearance Certificate. The International Transfer/Clearance Certificate takes precedence over a player's registration therefore this is also required by 12 noon on the Saturday prior to the playing of the tie for the player's registration to be valid.

- g) All matches will be played on the conference dates and times. Matches will only be re arranged from the conference dates/times as a result of postponement due to inclement weather. No other changes will be considered unless agreed with the Competitions Secretary.

### **6. ARRANGEMENTS FOR COMPETITIONS**

Draw for Competitions:

- a) The names of the Clubs entered for the Competition shall be placed on one lot and shall be drawn in couples at a time and the first drawn Club shall have choice of ground in all rounds except the Final tie.
- b) The Council may exempt the previous season's Semi-finalists and such other Clubs as they may approve from the first round of the Competitions.
- c) As soon as is practicable after each drawing, the Competition Secretary shall intimate to each of the Clubs drawn, the name of the Club against whom it is drawn and the time and date on which the game is to be played.
- d) Any Club refusing or failing to play the Club against whom it has been drawn on the date intimated to it, and without sufficient reason for so doing, shall be adjudged to have lost the match and may be deemed by the Council to have been guilty of misconduct and liable to such out of pocket expenses and liabilities as are incurred by their failure to play. The Council shall decide whether "sufficient reason" is acceptable, and their decision shall be final.

### **7. GROUNDS**

- a) All ties, prior to the Final, will be played on the ground of the first drawn club and must be played on a football ground approved by the Council.
- b) No club/team may change the registered address of its ground for the playing of any cup tie without first receiving permission from the Competition Secretary. Any club/team found to be in breach of this rule shall be liable to expulsion from the competition and a fine of £15.
- c) If the ground of the Club having choice of ground shall be considered unsuitable for a Cup-tie, their opponents may appeal to the Council who may order the match to be played on the ground of the appealing Club, or on a neutral ground. Such protest must be made within six days of the draw being received.
- d) In the case of the appurtenances of the ground being temporarily unfit in consequence of special clauses, a protest may be lodged with the Referee before the start of the game and the game shall be played under protest. The Council shall consider such protests at its next meeting and decide the validity of same. In the event of a valid protest the game may be ordered to be replayed on such ground and date as the Council decide.
- e) The Council shall have the power to order games to be played on opponent's grounds or neutral grounds if the grounds of Clubs having choice are unfit, thus hindering the progress of the Competition.
- f) The home Club shall be responsible for statutory pitch markings, provision of corner posts of regulation height, goal nets and two match balls. The pitch is to be roped off down both touchlines and located 1.5 meters back from the touchline by using the Respect barriers or rope of a minimum 8mm diameter. Failure to provide these items will render the Club liable to a fine not exceeding £15 for each offence and possible dismissal from the Competition.
- g) Inspection of grounds for fitness may be made only by the match official or other official with the prior approval of the Honorary Referees Secretary or Competitions Secretary— subject to the organisation responsible for the ground e.g. Local Authority.
- h) Any club causing the postponement of a match without due cause or reason will be struck out of the competition and fined a sum of not less than £25.

- i) Football Turf Pitches (3G Artificial Pitches) are allowed in these Competitions provided that they meet the required performance standards and are listed on the FA's Register of Football Turf Pitches. The HOME Club is also responsible for advising participants of footwear requirements when confirming match arrangements in accordance with Rule 11, and also allowing opponents to be allowed to train on the facility for a period of 45 minutes before the fixture, if requested.

### 8. COLOURS

- a) Clubs having similar colours must change. In all ties the **HOME** Club must change. Goalkeepers must wear colours which distinguish them from other players and match officials. Player's shirts shall be clearly numbered on the back in accordance with the official team sheet. No change of numbers during the match shall be allowed except on a change of goalkeeper or where a player has been required by the Referee to change his shirt because of a blood injury. Failure to comply with this Rule renders the Club liable to a fine of £20 for each offence.
- b) In the final tie both clubs must play in their registered first choice colours or as notified to this Association at least 14 days prior to the Final. Failure to do so will incur a fine of £25. If their colours are deemed by the Council or appointed match official to be similar both clubs must change unless mutually agreed. Clubs failing to change colours, as required, in any match will be subject to a fine of not less than £25.
- c) No player should wear shirts that in any way conflict with the black shirts worn by the match officials.

### 9. MATCH OFFICIALS

In all rounds prior to the Semi-Finals and Finals, the Match Officials' fee shall be £28 inclusive of travelling expenses and shall be the responsibility of the **HOME** club. In the Semi-Final and Final ties, the Referees Fees shall be £28 inclusive of travel, the Assistant Referees fee shall be £20 inclusive of travel, which will be the responsibility of Cheshire FA. In the event of a postponed or cancelled game, the Match Officials attending shall be entitled to a half fee. In the Final tie the Match Officials shall also receive a souvenir trophy. Match Officials, where applicable, shall be appointed by the Cheshire County Football Association. In those games where, official Assistant Referees are not appointed, each Club must provide a suitable person to assist the Referee in line duties. Clubs failing to supply such a person shall be fined £15. Appointed Match Officials must be in attendance at least 30 minutes prior to the appointed time of kick-off. Match officials must wear black kit. It shall be within the power of the Council to impose fines on Match Officials who cause late starts or who are guilty of other offences.

### 10. LISTS OF PLAYERS

- a) In all games, each Club shall provide a list of the names and dates of birth of players in the game (including the names of substitutes) to the Referee and a representative of their opponents in the presence of the Referee at least 15 minutes before the kick-off, in matches prior to the Semi-Final, and 30 minutes in the Semi-Final and Final (the Official Team Sheet). Players named on the list must wear the corresponding shirt number and also be named correctly on the match report form returned to the County FA in accordance with Rule 16. Any Club failing to do so will be liable to be fined a sum not exceeding £25.
- b) Should any nominated player or substitute sustain an injury after the submission of the "Official Team Sheet" to the Referee and before kick-off he/she may be replaced provided the Referee is informed before the commencement of the match.

### 11. ADVISING OPPONENTS AND MATCH OFFICIALS

Each HOME Club must advise their opponents and Match Officials at least five days before the game of:

- a) the location of the ground and
- b) their playing colours

Clubs failing to comply shall be liable to a fine not exceeding £15.00

### 12. KICK-OFF TIMES

- a) Clubs must be prepared to kick-off at the appointed time determined by the Council. Clubs responsible for a late kick-off time shall be fined 50p per minute.
- b) Kick off times shall be determined by the Competition Secretary or CCFA as advised on the competition entry form. Clubs must indicate on their application form the kick-off time if drawn at home. Any deviation from this time, or from the ground details, will only be allowed with the prior permission of the Competition Secretary.

### 13. DURATION OF GAMES AND MATCH BALL

Youth U16s Cup – Two equal halves of 40 minutes each way – Ball size 5

Junior U15s Cup – Two equal halves 40 minutes each way – Ball size 5

Junior U14s Cup – Two equal halves of 35 minutes each way – Ball size 4

Minor U13s Cup – Two equal halves of 35 minutes each way – Ball size 4

The half time interval shall not be less than five minutes, and this may only be altered with the consent of the match Referee.

### 14. DRAWN/POSTPONED/REPLAYED GAMES

- a) In all rounds including semi-final ties, if the match is drawn after 80/70 minutes play (as the case may be) the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by The International Football Association Board.
- b) All postponed or abandoned games shall be played within seven days or as the Council shall determine.
- c) When a match has been postponed or abandoned before the completion of 90 / 80 / or 70 minutes (as the case may be), with neither Club being at fault, it must be replayed in its entirety on the same ground or ground as decided by the Association.
- d) Matches abandoned through the fault of the Clubs shall be dealt with by the Association.
- e) When games are postponed, it is the **RESPONSIBILITY OF THE HOME CLUB** to inform appointed Match Officials, opponents, League Secretary, and the Competition Secretary. Failure to do so will incur a fine of £15

### 15. GROUND INSPECTIONS

In the event of the appointed Match Officials being unavailable only a Cheshire County FA registered Referee may inspect grounds for fitness, and then only with the consent of the Competition Secretary or the Honorary Referee Appointments Officer – subject to the organisation responsible for the ground e.g. Local Authority.

### 16. ADVICE OF RESULT

- a) After each game is completed the HOME team must notify the result to the Competition Secretary or as directed and by no later than 6.00pm on the date the match is played.
- b) Notice of the result of each match together with the names and dates of birth of the competing players shall be sent by both Clubs on the official form provided so as to reach the Competition Secretary within 72 hours of the match being played.

Clubs failing to comply with this Rule shall be fined £15 for each offence.

### 17. PROTESTS

- a) Protests must be lodged with the Cheshire County FA Youth Secretary within three days after the match. Two copies of the protest must be lodged and must be accompanied by a fee of £60.00 which may be forfeited to the funds of the Competition at the discretion of the Council.
- b) In Final ties, all protests as to players' eligibility must be lodged prior to the conclusion of the game.
- c) All protests will be heard by a panel of members (at least 3) from Council members on the CCFA Youth Committee or as appointed by CCFA Chairman or his nominee.
- d) Should either of the two Clubs in connection with a protested Cup tie have a member on the Council of the Association, such member shall withdraw whilst the said protest is being considered.

### 18. PROVISIONS CONCERNING APPEALS

- a) A Club that is expelled from the Competition may appeal against that decision to an appeal board comprising three members of Council selected by the Chairman of Council or his nominee. Any such appeal shall only be permitted on one or more of the following grounds;
  - i) The Youth Committee or a committee appointed by the Youth Committee misinterpreted/failed to comply with the procedures relevant to the hearing of the charge.
  - ii) The Youth Committee or a committee appointed by the Youth Committee came to a decision on the facts of the case which no reasonable body could have reached or;
  - iii) The Youth Committee or a committee appointed by the Youth Committee imposed a sanction that is excessive.
- b) Any appeal must be made in accordance with such procedures as may be determined by Cheshire County F.A. from time to time.
- c) For the avoidance of doubt a Club may not appeal against any penalty imposed on it other than expulsion from the Competition.

### 19. FINAL TIES

- a) The Council shall decide the grounds, date, and kick-off time.
- b) All expenses incurred in staging the final ties will be paid by the Cheshire County Football Association.
- c) In the event of the Final tie being drawn at 80 minutes or 70 minutes (as the case may be) extra time of 10 minutes each way shall be played. If the score is still level at the end of extra time the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by The International Football Association Board.

### 20. AWARD TO FINALISTS

The Council may present mementos to the Winners, Runners-up, and Match Officials in the Final ties. Sixteen mementos shall be presented.

### 21. RECEIPT OF TROPHY

- a) At the conclusion of each Final tie (provided that no protest has been lodged) the Cup and mementos shall be presented on the ground. A document shall afterwards be given by the holders to the Secretary of the Competition to the following effect  
"We ..... Secretary of the ..... Club, and .....three members of and representing the said Club, which has now been declared to have won the Cheshire County FA Minor/Junior/Youth Cup and the same having been delivered to us by ..... Secretary of the said Competition do hereby on behalf of the said Club and individually engage to return the same to the said ..... or Secretary

of the Competition for the time being, on or before the first day in March next, in like good order and condition, and providing the Cup is destroyed by fire, or lost by any other accident whilst in our possession, we agree to refund the Cheshire County FA the amount advised to us of its value."

All Cups belonging to the Competition shall be insured annually by the Cheshire County Football Association.

- b) Trophies should be returned to the Competition Secretary by 1 March of each year in a clean and undamaged condition. Failure to do so will incur a fine of £50.

### 22. OTHER RULES

The Council shall have powers to make other rules as they from time to time deem expedient.

### 23. MATCH EXPENSES

- a) Allowable Expenses

In all Competitions and all rounds prior to the Semi-finals, the Match Official (s) fees, inclusive of travel, are the responsibility of the **HOME** Club.

|                                |                     |                     |
|--------------------------------|---------------------|---------------------|
| Under 13s, 14s, 15s & 16s Cups | Referee - £28       | Inclusive of travel |
|                                | Asst. Referee - £20 | Inclusive of travel |

All Finals – Souvenir Trophy + travel at 35p per mile

- b) Disputes

The Council shall decide any dispute as to excessive charges.

### 24. EMERGENCY COMMITTEE

An Emergency Committee to deal with matters of extreme urgency shall consist of at least three members of Council who are members of the Youth Committee.

### **MINOR GIRLS U13S CUP AND UNDER 13S GIRLS 9 V 9 COMPETITIONS RULES**

**Competition Secretary: A Roberts**

**Telephone: 0151 644 9954**

**Mobile: 07999 799834**

**E-mail: [alfroberts@talktalk.net](mailto:alfroberts@talktalk.net)**

#### **1. CONTROL**

- a) The ownership, organisation, control and management of the Competition and any rights associated with it of any nature shall be vested entirely and exclusively in the Council of the Cheshire County Football Association.
- b) The Council shall have the power to make, delete and amend regulations for the organisation, control and management of the Competition as it, from time to time, deems expedient (the "Competition matters. These rules will apply to The Minor U13s girls competition.
- c) All participants participating in any way in the Competition shall be bound by and comply with the Competition Rules (and any Rules or Regulations issued pursuant to the Competition Rules)
- d) The Council shall have the power to appoint a Committee (the "Youth Committee") The Committee shall have the power to exercise all powers of the Council in relation to the Competition and to make decisions on all matters arising out of or in relation to the organisation, control and management of the Competition (including as to eligibility and qualification) which shall be deemed decisions of the Council and shall be final and binding on all participants in the Competition in relation to these and any other matters not specifically mentioned in the Competition Rules. The Youth Committee shall have, on behalf of the Council, the power to take such action and make such decisions, orders, rulings and impose such penalties as it deems necessary and follow such procedures as it considers appropriate and such shall be finding and binding on all participants. In considering such matters, the Council shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in preceding before a Court of Law. The Youth Committee shall have the power to appoint a Sub-Committee to exercise the powers of Council in order to expedite decisions to ensure the progress of the Competition.
- e) A Club participating in the Competition shall have only such rights in relation to the Competition (and any match in the Competition) as are expressly granted to the Club under the Competition Rules or by the Association in writing.
- f) In addition to any other action or penalty, the Council shall have the power to disqualify any competing Club, or player for any competing Club(s), which it determines to have breached the Rules of the Association or the Competition Rules (any Rules or Regulations issued pursuant to the Competition Rules), and the decision of the Council be final and binding.

#### **2. THE COMPETITIONS**

Shall be named as follows:

Cheshire County Football Association Girls Minor Cup (Over 11 & Under 13 years)

All GIRLS games shall be played on a Saturday unless the Council directs otherwise.

#### **3. CLUBS**

The Competitions are open only to Clubs by invitation whose first affiliation is with the Cheshire County Football Association.



### 4. ENTRY FEES

The entry fee and the closing date for entries shall be decided by the Council on recommendations from the CCFA Youth Committee.

### 5. ELIGIBILITY OF PLAYERS

- a) The ages of the players qualified to play in each Competition shall be as determined as in Rule 2.
- b) Players must also be over the age of 11
- c) In All rounds of the competition prior to the Final tie, a player must have been a sanctioned league registered player of his/her club previous to the date fixed for the playing of the tie. Any such registration for the Minor Challenge Cups must have been received and accepted by the League in which the club competes, by 12 noon on the day previous to the date fixed for the playing of the tie and the registration must be continuous through to the date of the match. In order to be eligible to play in the Final tie, players must have been eligible to play in the Semi Final ties or have a 28 day playing qualification. Contract players, as defined in Football Association Rules, are not permitted in this competition. No player registered with a F.A. Premier League or Football League Academy under the Elite Player Performance Plan contained within Youth Development Rules (F.A. Web Site) will be permitted to play in this competition. This includes players registered or having played within the Junior Premier League in the current season.
- d) In all Competitions:
  - i) A player shall not in the same season play for more than one competing Club/team.
  - ii) In the case of drawn, postponed or replayed matches only those players shall be allowed to play who were eligible for the original game. (This Rule does not debar players who were serving disciplinary suspensions)
  - iii) Any Club playing an ineligible player will be struck out of the Competition, and The Youth Committee or a committee appointed by the Youth Committee may impose such other penalty as it considers appropriate.
  - v) All questions of eligibility or qualification shall be referred to the Council, on recommendation from the CCFA Youth Committee, whose decision shall be final.
- e) Substitutes:
  - i) Each team will be allowed five substitute players in each game, who may be nominated from a maximum of five. Such players must be named to the referee before the commencement of the game. Players not so named will not be allowed to participate. A player who has been substituted him/herself becomes a substitute and may replace another player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.
- f) It is the responsibility of each club to ensure that players (10 years or over) coming from an overseas Association (including Wales, Scotland, Northern Ireland and the Republic of Ireland) have the required International Transfer/Clearance Certificate. The International Transfer/Clearance Certificate takes precedence over a player's registration therefore this is also required by 12 noon on the Saturday prior to the playing of the tie for the player's registration to be valid.
- g) All matches will be played on the conference dates and times. Matches will only be re arranged from the conference dates/times as a result of postponement due to inclement weather. No other changes will be considered unless agreed with the Competitions Secretary.

### 6. ARRANGEMENTS FOR COMPETITIONS

Draw for Competitions:

- a) The names of the Clubs entered for the Competition shall be placed on one lot and shall be drawn in couples at a time and the first drawn Club shall have choice of ground in all rounds except the Final tie.
- b) The Council may exempt the previous season's Semi-finalists and such other Clubs as they may approve from the first round of the Competitions.
- c) As soon as is practicable after each drawing, the Competition Secretary shall intimate to each of the Clubs drawn, the name of the Club against whom it is drawn and the time and date on which the game is to be played.
- d) Any Club refusing or failing to play the Club against whom it has been drawn on the date intimated to it, and without sufficient reason for so doing, shall be adjudged to have lost the match and may be deemed by the Council to have been guilty of misconduct and liable to such out of pocket expenses and liabilities as are incurred by their failure to play. The Council shall decide whether "sufficient reason" is acceptable and their decision shall be final.

### 7. GROUNDS

- a) All ties, prior to the Final, will be played on the ground of the first drawn club and must be played on a football ground approved by the Council.
- b) No club/team may change the registered address of its ground for the playing of any cup tie without first receiving permission from the Competition Secretary. Any club/team found to be in breach of this rule shall be liable to expulsion from the competition and a fine of £15.
- c) If the ground of the Club having choice of ground shall be considered unsuitable for a Cup-tie, their opponents may appeal to the Council who may order the match to be played on the ground of the appealing Club, or on a neutral ground. Such protest must be made within six days of the draw being received.
- d) In the case of the apportionances of the ground being temporarily unfit in consequence of special clauses, a protest may be lodged with the Referee before the start of the game and the game shall be played under protest. The Council shall consider such protests at its next meeting and decide the validity of same. In the event of a valid protest the game may be ordered to be replayed on such ground and date as the Council decide.
- e) The Council shall have the power to order games to be played on opponent's grounds or neutral grounds if the grounds of Clubs having choice are unfit, thus hindering the progress of the Competition.
- f) The home Club shall be responsible for statutory pitch markings, provision of corner posts of regulation height, goal nets and two match balls. The pitch is to be roped off down both touchlines, and located 1.5 meters back from the touchline by using the Respect barriers or rope of a minimum 8mm diameter. Failure to provide these items will render the Club liable to a fine not exceeding £15 for each offence and possible dismissal from the Competition.
- g) Inspection of grounds for fitness may be made only by the match official or other official with the prior approval of the Honorary Referees Secretary or Competitions Secretary– subject to the organisation responsible for the ground e.g. Local Authority.
- h) Any club causing the postponement of a match without due cause or reason will be struck out of the competition and fined a sum of not less than £25.
- i) Football Turf Pitches (3G Artificial Pitches) are allowed in these Competitions provided that they meet the required performance standards and are listed on the FA's Register of Football Turf Pitches. The HOME Club is also responsible for advising participants of footwear requirements when confirming match arrangements in accordance with Rule 11, and also allowing opponents to be allowed to train on the facility for a period of 45 minutes before the fixture, if requested.

### 8. COLOURS

- a) Clubs having similar colours must change. In all ties the **HOME** Club must change. Goalkeepers must wear colours which distinguish them from other players and match officials. Player's shirts shall be clearly numbered on the back in accordance with the official team sheet. No change of numbers during the match shall be allowed except on a change of goalkeeper or where a player has been required by the Referee to change his shirt because of a blood injury. Failure to comply with this Rule renders the Club liable to a fine of £20 for each offence.
- b) In the final tie both clubs must play in their registered first choice colours or as notified to this Association at least 14 days prior to the Final. Failure to do so will incur a fine of £25. If their colours are deemed by the Council or appointed match official to be similar both clubs must change unless mutually agreed. Clubs failing to change colours, as required, in any match will be subject to a fine of not less than £25.
- c) No player should wear shirts that in any way conflict with the black shirts worn by the match officials.

### 9. MATCH OFFICIALS

In all rounds prior to the Semi-Finals and Finals, the Match Officials' fee shall be £25 inclusive of travelling expenses and shall be the responsibility of the **HOME** club. In the Semi-Final and Final ties, the Referees Fees shall be £25 inclusive of travel, the Assistant Referees fee shall be £20 inclusive of travel, which will be the responsibility of Cheshire FA. In the event of a postponed or cancelled game, the Match Officials attending shall be entitled to a half fee. In the Final tie the Match Officials shall also receive a souvenir trophy. Match Officials, where applicable, shall be appointed by the Cheshire County Football Association. In those games where, official Assistant Referees are not appointed, each Club must provide a suitable person to assist the Referee in line duties. Clubs failing to supply such a person shall be fined £15. Appointed Match Officials must be in attendance at least 30 minutes prior to the appointed time of kick-off. Match officials must wear black kit. It shall be within the power of the Council to impose fines on Match Officials who cause late starts or who are guilty of other offences.

### 10. LISTS OF PLAYERS

- a) In all games, each Club shall provide a list of the names and dates of birth of players in the game (including the names of substitutes) to the Referee and a representative of their opponents in the presence of the Referee at least 15 minutes before the kick-off, in matches prior to the Semi-Final, and 30 minutes in the Semi-Final and Final (the Official Team Sheet). Players named on the list must wear the corresponding shirt number and also be named correctly on the match report form returned to the County FA in accordance with Rule 16. Any Club failing to do so will be liable to be fined a sum not exceeding £25.
- b) Should any nominated player or substitute sustain an injury after the submission of the "Official Team Sheet" to the Referee and before kick-off he/she may be replaced provided the Referee is informed before the commencement of the match.

### 11. ADVISING OPPONENTS AND MATCH OFFICIALS

Each HOME Club must advise their opponents and Match Officials at least five days before the game of:

- a) the location of the ground and
- b) their playing colours

Clubs failing to comply shall be liable to a fine not exceeding £15.00

### 12. KICK-OFF TIMES

- a) Clubs must be prepared to kick-off at the appointed time determined by the Council. Clubs responsible for a late kick-off time shall be fined 50p per minute.

- b) Kick off times shall be determined by the Competition Secretary or CCFA as advised on the competition entry form. Clubs must indicate on their application form the kick-off time if drawn at home. Any deviation from this time, or from the ground details, will only be allowed with the prior permission of the Competition Secretary.

### 13. DURATION OF GAMES AND MATCH BALL

Minor U13s Girls 9 v 9 Cup Competition – Two equal halves of 35 minutes each way – Ball size 4

The half time interval shall not be less than five minutes, and this may only be altered with the consent of the match Referee.

### 14. DRAWN/POSTPONED/REPLAYED GAMES

- a) In all rounds including semi-final and Final ties, if the match is drawn after 80/70 minutes play (as the case may be) the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by The International Football Association Board.
- b) All postponed or abandoned games shall be played within seven days or as the Council shall determine.
- c) When a match has been postponed or abandoned before the completion of 90 / 80 / or 70 minutes (as the case may be), with neither Club being at fault, it must be replayed in its entirety on the same ground or ground as decided by the Association.
- d) Matches abandoned through the fault of the Clubs shall be dealt with by the Association.
- e) When games are postponed it is the **RESPONSIBILITY OF THE HOME CLUB** to inform appointed Match Officials, opponents, League Secretary, and the Competition Secretary. Failure to do so will incur a fine of £15

### 15. GROUND INSPECTIONS

In the event of the appointed Match Officials being unavailable only a Cheshire County FA registered Referee may inspect grounds for fitness, and then only with the consent of the Competition Secretary or the Honorary Referee Appointments Officer – subject to the organisation responsible for the ground e.g. Local Authority

### 16. ADVICE OF RESULT

- a) After each game is completed the HOME team must notify the result to the Competition Secretary or as directed and by no later than 6.00pm on the date the match is played.
- b) Notice of the result of each match together with the names and dates of birth of the competing players shall be sent by both Clubs on the official form provided so as to reach the Competition Secretary within 72 hours of the match being played. Clubs failing to comply with this Rule shall be fined £15 for each offence.

### 17. PROTESTS

- a) Protests must be lodged with the Cheshire County FA Youth Secretary within three days after the match. Two copies of the protest must be lodged and must be accompanied by a fee of £60.00 which may be forfeited to the funds of the Competition at the discretion of the Council.
- b) In Final ties, all protests as to players' eligibility must be lodged prior to the conclusion of the game.
- c) All protests will be heard by a panel of members (at least 3) from Council members on the CCFA Youth Committee or as appointed by CCFA Chairman or his nominee.

- d) Should either of the two Clubs in connection with a protested Cup tie have a member on the Council of the Association, such member shall withdraw whilst the said protest is being considered.

### 18. PROVISIONS CONCERNING APPEALS

- a) A Club that is expelled from the Competition may appeal against that decision to an appeal board comprising three members of Council selected by the Chairman of Council or his nominee. Any such appeal shall only be permitted on one or more of the following grounds;
  - i) The Youth Committee or a committee appointed by the Youth Committee misinterpreted/failed to comply with the procedures relevant to the hearing of the charge.
  - ii) The Youth Committee or a committee appointed by the Youth Committee came to a decision on the facts of the case which no reasonable body could have reached or;
  - iii) The Youth Committee or a committee appointed by the Youth Committee imposed a sanction that is excessive.
- b) Any appeal must be made in accordance with such procedures as may be determined by Cheshire County F.A. from time to time.
- c) For the avoidance of doubt a Club may not appeal against any penalty imposed on it other than expulsion from the Competition.

### 19. FINAL TIES

- a) The Council shall decide the grounds, date and kick-off time.
- b) All expenses incurred in staging the final ties will be paid by the Cheshire County Football Association.
- c) In the event of the Final tie being drawn at 60 minutes If the score is still level at the end of extra time the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by The International Football Association Board.

### 20. AWARD TO FINALISTS

The Council may present mementos to the Winners, Runners-up and Match Officials in the Final ties Sixteen mementos shall be presented.

### 21. RECEIPT OF TROPHY

- a) At the conclusion of each Final tie (provided that no protest has been lodged) the Cup and mementos shall be presented on the ground. A document shall afterwards be given by the holders to the Secretary of the Competition to the following effect

"We .....Secretary.....of.....the .....Club, .....and .....three members of and representing the said Club, which has now been declared to have won the Cheshire County FA Minor/Junior/Youth Cup and the same having been delivered to us by ..... Secretary of the said Competition do hereby on behalf of the said Club and individually engage to return the same to the said ..... or Secretary of the Competition for the time being, on or before the first day in March next, in like good order and condition, and providing the Cup is destroyed by fire, or lost by any other accident whilst in our possession, we agree to refund the Cheshire County FA the amount advised to us of its value."

All Cups belonging to the Competition shall be insured annually by the Cheshire County Football Association

- b) Trophies should be returned to the Competition Secretary by 1 March of each year in a clean and undamaged condition. Failure to do so will incur a fine of £50.

### **22. OTHER RULES**

The Council shall have powers to make other rules as they from time to time deem expedient.

### **23. MATCH EXPENSES**

#### a) Allowable Expenses

In all Competitions and all rounds prior to the Semi-finals, the Match Official (s) fees, inclusive of travel, are the responsibility of the HOME Club.

Referee - £25 inclusive of travel

Asst. Referee - £20 inclusive of travel

All Finals – Souvenir Trophy + travel at 40p per mile

#### b) Disputes

The Council shall decide any dispute as to excessive charges.

### **24. EMERGENCY COMMITTEE**

An Emergency Committee to deal with matters of extreme urgency shall consist of at least three members of Council who are members of the Youth Committee.

### **DISTRICT FOOTBALL ASSOCIATION YOUTH CHALLENGE CUP COMPETITION RULES**

Competition Secretary: K Mighall

Email: Kevin.mighall2@Cheshirefa.com

1. The competition shall be called the Cheshire County Football Association, District Football Association, Youth Challenge Cup Competition and shall be competed for by the District Football Associations. The aim shall be to find suitable players for the County Youth Team. Each District Association is responsible for ensuring that their players attend as required when selected.
2. The entire control and management of the Competition shall be vested in the Council. The Council shall have the power to formulate the rules of the Competition and to alter or add to the rules as they, from time to time, deem expedient. The Council shall appoint a Youth Committee which shall be empowered to control and manage the Competition on their behalf and to give decisions on matters arising out of the Competition which, within the rules laid down by the Council, shall be deemed to be the decisions of the Council. In any matter not specifically mentioned in these rules, the Youth Committee shall have power to take such action and impose such penalties as it deems necessary.
3. The Committee shall meet as occasion demands and shall be entitled to such travelling expenses and subsistence allowances as the Council may from time to time decide.
4. The Committee shall have the power to Co-opt with or without voting powers such persons to its membership as the Committee shall decide.
5. The Competition shall be played on a two-league basis, with District Teams divided as the Committee shall decide.
6. The dates for the completion of all games shall be decided by the Committee.
7. In the League Competitions, three points shall be awarded for a win at one point for a draw. Should two teams finish on equal points, the team with a greater goal difference shall be declared the Champions. In the event of two Districts being equal on both points and goal difference there will be a play-off on a neutral ground unless both teams mutually agree otherwise under the conditions described in Rule 8. All games must be of 90 minutes duration or of two equal halves except as provided for in Rule 8.
8. If a play-off ends in a draw after 90 minutes, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedures adopted by the International Football Association Board.
9. The final tie shall be played between the two Districts who finished as Champions of each of the League Competitions at a venue determined by the Committee.
10. In the Final Tie, where the scores are level at the end of normal time the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.
11. At the conclusion of the final tie, the Cup will be presented to the winners and at the discretion of the Council, suitable mementos will be presented to the winners, runners up and match officials.
12. Players must be under 17 years of age of the 31st of August previous and must be resident in the area covered by the District Association, or a registered player of a club in membership of the District Association they represent. Any player selected to attend any representative or other match arranged to meet the aim of the Competition, refusing to comply with the arrangements for the playing of the match, or failing to attend such match may be adjudged by the Council to have been guilty of misconduct and any club or club official who may be deemed

## District Football Association Youth Challenge Cup Competition Rules

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to have encouraged or instigated such players commit a breach of instruction or rule, shall be deemed guilty of a similar offence.

13. No player should play for more than one District Association in the Competition in the same season.
14. A) Each player taking part in the Competition shall sign a registration form prior to playing in the Competition.  
B) Registration forms must be obtained from the Competition Secretary and may only be signed after the 1st of August.  
C) Any player who signs more than one registration form in the current season, except as provided for in paragraph D of this rule, shall be debarred from the Competition for that season and will not be considered for selection for the Cheshire County Youth Team.  
D) Provided that he has not played in the Competition a player may cancel his registration with the District FA by written application to the Competition Secretary. Such cancellation must be confirmed and accepted by the Competition Secretary in writing, to the player and District FA concerned.
15. Each District Association will submit a minimum of 13 player's registrations for the Competition Secretary or his nominee, no later than seven days before the 1st team game and each season's Competition. Failure to comply will result in a fine of £25.
16. District Associations may register players immediately before a game in cases of emergency and such registrations must be countersigned by an official member of the opposing District FA prior to the commencement of the game. Such registrations must be submitted to the Competition Secretary or his nominee within 72 hours of the game being played. Failure to comply will result in a fine of £25.
17. Any District playing ineligible player will have three points deducted from its total and the Youth Committee or a Committee appointed by the Youth Committee may impose such a penalty as it considers appropriate. In a play-off match or the final tie, the playing of an ineligible player will result in the game being awarded to the opponents and the Youth Committee or a Committee appointed by the Youth Committee may impose such other penalty as it considers appropriate.
18. In the League Competition matches must be played on a Conference Date decided by the Youth Committee, or within seven days either side of the Conference Date. Fixtures may only be played on a date other than the Conference Date with the agreement of both District Associations and the Competition Secretary. Subject to the above, the Home Association shall arrange the ground and other such match requirements and shall give their opponents at least 14 days' notice of the date on which the game is to be played. Provided that such notice been given, the visiting Association must accept the date and arrangements.
19. Confirmation of the dates for games must be forwarded to the Competition Secretary, such dates may only be changed in exceptional circumstances and only with the prior approval of the Competition Secretary.
20. Each District shall provide a list of names of the players taking part in the game including the names of nominated substitutes to the Referee and a representatives of their opponents in the presence of the Referee at least 15 minutes prior to the scheduled time of the kick-off. Players named on the list must where the corresponding numbered shirts in the game and named correctly on the match report form returned to the County FA in accordance with rules 24.
21. A maximum of five substitutes for five nominated in accordance with the laws of the game shall be allowed in all games except to replace a player suspended from the game by the Referee.
22. In all ties the names of the five nominated substitutes must be supplied to the referee at least 15 minutes prior to the appointed kick off time and may be used as rule 21. Substitutes not named will not be allowed to participate.



## District Football Association Youth Challenge Cup Competition Rules

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23. Match Officials shall be appointed by the County Referees Appointments Officer and the fees shall be determined by the Council. In addition, expenses of second-class railway or bus fare or 35p per mile may be claimed if actually incurred. Match officials must be in attendance at least 45 minutes prior to the appointed kick off time. It shall be within the power of the Youth Committee to impose fines on Match or District Association Officials who cause late starts or are guilty of other offences.
24. The results of all matches, together with all player's forenames, surnames, date of birth and club shall be sent to the Competition Secretary within seven days. The match result must be telephoned to the Competition Secretary at the conclusion of the match. Failure to comply with either of these requirements will result in a fine of £15 for each offence.
25. The financial assistance given to each District Association shall be determined by the Council (see appendix for guidelines)
26. All questions related to matches, disqualification of players or the interpretation of the rules or any dispute, protest or complaint whatever, shall be referred to the Council, whose decision shall be final and binding on all parties.
27. Every protest or complaint of whatever kind must be made in writing and must contain the particulars of the grounds upon which was founded. 2 copies of the protest or complaint must be lodged with the Honorary Youth Secretary of the Association, accompanied by a fee of £50, within three days of the match to which relates (Sunday is not included) or within seven days of written notification of decision. The fee shall be forfeited to the Association in the event of the protest not being sustained or the complaint considered to be unreasonable.
28. An Emergency Committee will deal with all protests and complaints and shall consist of not more than five nor less than three Members of Council.
29. If any member is connected with the District Association concerned in the dispute, protest or complaint, he shall not sit on the Committee while the dispute, protest or complaint is being considered.
30. A) A District has points deducted may appeal against the decision to an appeal panel comprising three members of Council selected by the Chairman of Council or his nominee. Any such appeal should only be permitted on one or more of the following grounds;
  - I. The Youth Committee all Committee appointed by the Youth Committee misinterpreted or failed to comply with the procedures relevant to the hearing of the charge.
  - II. The Youth Committee all Committee appointed by the Youth Committee came to a decision on the facts of the case which no reasonable body could have reached.
  - III. The Youth Committee all Committee appointed by the Youth Committee imposed a sanction that is excessive.
- B) Any appeal must be made in accordance with such procedures as may be discerned by the Cheshire County FA from time to time.
- C) From the avoidance of doubt a District may not appeal against any penalty imposed on it other than the deduction of points.
31. All claims allowed in accordance with the issued guidelines must be submitted within 21 days of the match taking place to the Honorary Youth Secretary and must be supported by relevant receipts and vouchers.

A fine of £25 will be imposed where a District FA fails to meet this requirement.

Match officials' fees and expenses

All rounds of the competition

  - A) Referees fee £38 (inc of travel)
  - B) Assistant Referees fee £25 (inc of travel)
  - C) Final tie Souvenir Trophy

Travel expenses of 35p per mile if actually incurred.

Officials are entitled to their travelling expenses if incurred and half their fees if the match to which they were appointed is not played.

32. All District FA Youth Team Coaches, Managers, Physios and any other person who's normal is duties include caring for, training, supervising and being in charge of children, must comply with the requirements of the FA DBS process and the FA Safeguarding Children Regulations. All such persons must obtain an FA enhanced DBS certificate. The relevant District Football Association shall be responsible for assuring that all such persons have obtained or applied for an FA enhanced DBS disclosure.
33. It is the responsibility of the Home District Association to ensure that first aid facilities, equipment and stretcher are available for all matches and a fully qualified person is present to administer first aid.
34. Both Associations must send the match result / team sheet to the Competition Secretary so as to reach him within three days of the match being played.
35. The above requirement must be met otherwise fines will be imposed in accordance with the competition rules.
36. Match Expenses

In accordance with the decision of the Council all District Associations involved in the Competition will receive payment to be determined by the distance travel from home to the County FA.

### **DISCIPLINARY GENERAL PROVISIONS**

- 1 These General Provisions are split into two parts:
  - 1.1 The provisions in Section One shall apply to Inquiries, Commissions of Inquiry, Regulatory Commissions, Disciplinary Commissions, Appeal Boards and Safeguarding Review Panels.
  - 1.2 The provisions in Section Two shall apply to Regulatory Commissions and, where stated in paragraph 27, Disciplinary Commissions.

#### **SECTION ONE: ALL PANELS**

##### **SCOPE**

- 2 This Section One shall apply to Inquiries, Commissions of Inquiry, Regulatory Commissions, Disciplinary Commissions, Appeal Boards and Safeguarding Review Panels.
- 3 In relation to proceedings before a Disciplinary Commission, references in this Section One to The Association shall be taken to mean the relevant Affiliated Association.

##### **GENERAL**

- 4 The bodies subject to these General Provisions are not courts of law and are disciplinary, rather than arbitral, bodies. In the interests of achieving a just and fair result, procedural and technical considerations must take second place to the paramount object of being just and fair to all parties.
- 5 All parties involved in proceedings subject to these General Provisions shall act in a spirit of co-operation to ensure such proceedings are conducted expeditiously, fairly and appropriately, having regard to their sporting context.
- 6 The bodies subject to these General Provisions shall have the power to regulate their own procedure.
- 7 Without limitation to paragraph 6 above, any breach of procedure by The Association, or a failure by The Association to follow any direction given (including any time limit), shall not invalidate the proceedings or its outcome unless the breach is such as to seriously and irredeemably prejudice the position of the Participant Charged.
- 8 Save where otherwise stated, the applicable standard of proof shall be the civil standard of the balance of probabilities.

##### **EVIDENCE**

- 9 A panel to which these General Provisions apply:
  - 9.1 shall not be obliged to follow the strict rules of evidence;
  - 9.2 shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law;
  - 9.3 may admit such evidence as it thinks fit and accord such evidence such weight as it thinks appropriate in all the circumstances; and
  - 9.4 may draw such inference from the failure of a witness (including the Participant Charged) to give evidence or answer a question as it considers appropriate.

##### **REPRESENTATION**

- 10 A Participant Charged attending a personal hearing, or an individual attending a Safeguarding Review Panel, may be represented by an or individuals (including a legal representative), provided that they notify The Association both of the fact that they are to be represented and of the identity of the representatives by the date on which the Reply is

served. The representatives may speak on behalf of the Participant Charged / the individual.

- 11 An individual acting as a representative for a Participant Charged shall not be allowed to give evidence.
- 12 The Association may nominate an individual or individuals to represent it at a personal hearing.

### **CONSOLIDATION OF PROCEEDINGS**

- 13 Where the subject matter of or facts relating to a Charge or Charges against one or more Participant(s) is sufficiently linked (including, but not limited to, where offences are alleged to have been committed in the same Match or where there is common evidence of The Association or the defence) and where appropriate for the timely and efficient disposal of the proceedings, The Association and/or the relevant panel shall have the power to consolidate proceedings so that they are conducted together and the Charges may be determined at a joint hearing. In respect of such matters:
  - 13.1 evidence adduced by or on behalf of a Participant shall be capable of constituting evidence against another Participant (the relevant panel shall give appropriate weight to such evidence);
  - 13.2 Participants or their representatives shall be entitled to cross-examine other Participants and their witnesses; and
  - 13.3 the relevant panel may hear evidence in any order and shall have complete discretion to take matters out of order for the timely, efficient and appropriate disposal of the proceedings.

### **CONFIDENTIALITY / PUBLICATION**

- 14 The proceedings of a Commission of Inquiry, a Regulatory Commission, a Disciplinary Commission, Appeal Board and Safeguarding Review Panel shall take place in private.
- 15 All oral or written representations, submissions, evidence and documents created in the course of any proceedings shall be subject to qualified privilege.
- 16 Subject to paragraphs 17 to 19 below, all oral or written representations, submissions, evidence and documents created in the course of any proceedings are confidential between The Association and the individual or body concerned.
- 17 The Association shall have the power to publish in the public press, on a web site or in any other manner considered appropriate:
  - 17.1 the outcome of any proceedings or inquiry (irrespective of whether a Charge is issued in respect of that inquiry);
  - 17.2 reports of any hearing, order, requirement, instruction, decision, proceedings, acts, resolution, finding and penalty; or
  - 17.3 any representations, submissions, evidence and documents created in the course of any proceedings or inquiry (including but not limited to the written reasons of a Regulatory Commission and Appeal Board) whether or not this reflects on the character or conduct of a Participant.
- 18 Each Participant will take part in any Commission of Inquiry, Regulatory Commission, Disciplinary Commission, Appeal Board, or Safeguarding Review Panel as required to ensure the appropriate discharge of these Regulations, and acknowledges that reports of decisions will be published.
- 19 The Association shall have the right to use and rely upon any representations, submissions, evidence and documents that are provided to it during the course of any inquiry pursuant to Rule F (or otherwise) and/or are created or otherwise generated during the proceedings of a panel to which these General Provisions apply for the purpose of

carrying out its regulatory functions and monitoring and implementing compliance with its Rules and Regulations (including, but not limited to, taking action against any Participant under Rule E).

### SERVICE OF DOCUMENTS

- 20 A document may be served by:
- 20.1 giving it to the person to whom it is addressed;
  - 20.2 leaving it at, or sending it by first class post to, the last known address of the addressee or, in the case of an individual, the Club with which they are associated; or
  - 20.3 sending it by e-mail or by fax to the last known email address or fax number of the addressee or, in the case of an individual, the Club with which they are associated.

### FEES

- 21 Where a Participant lodges a Notice of Appeal in respect of:
- 21.1 a decision of a Regulatory Commission, they must pay an appeal fee of £100;
  - 21.2 a decision of an Affiliated Association, they must pay an appeal fee of £50;
  - 21.3 any other decisions of The Association subject to appeal, or a decision of Competition, they must pay an appeal fee as follows:

| RELEVANT COMPETITION                                                                 | FEE  |
|--------------------------------------------------------------------------------------|------|
| Premier League, EFL Championship, EFL League One, EFL League Two and National League | £500 |
| Steps 2 to 4 of the National League System                                           | £250 |
| Steps 5 to 7 of the National League System                                           | £100 |
| Any other Competition (including those outside the National League System)           | £50  |

- 22 In respect of other matters where fees are payable, the relevant fees shall be as prescribed in the relevant regulations.

### OTHER PROCEEDINGS

- 23 The fact that a Participant is liable to face or has pending any other criminal, civil, disciplinary or regulatory proceedings (whether public or private in nature) in relation to the same matter shall not prevent or fetter The Association commencing, conducting and/or concluding proceedings under the Rules.
- 24 The result of any proceedings referred to in paragraph 23 (save for an acquittal) and findings upon which such result is based shall be presumed to be correct and true unless it is shown, by clear and convincing evidence, that this is not the case. An acquittal or equivalent result in civil, disciplinary or regulatory proceedings (and any finding upon which such result is based) shall only be presumed to be correct if the applicable standard of proof in those proceedings was the same or lower than the applicable standard of proof in the proceedings brought under the Rules.

### EXCLUSION OF LIABILITY

- 25 Panel members to which these General Provisions apply and any executive staff member of The Association involved in any proceedings subject to these General Provisions, shall not be held liable for any acts or omissions in relation to any such proceedings.

### **SECTION TWO: REGULATORY COMMISSIONS**

#### **SCOPE**

- 26 This Section Two sets out provisions applicable to matters of Misconduct proceeding before Regulatory Commissions. Further detail, to include the timetable to be followed in respect of such matters, is found in:
- 26.1 Part B: Non-Fast Track Regulations (where the matter proceeds according to the ordinary timetable);
- 26.2 Part E: Fast Track Regulations (where the matter proceeds according to an expedited timetable).
- As such, the procedures set out at Part B: Non-Fast Track Regulations and Part E: Fast Track Regulations should be read in conjunction with these provisions.
- 27 In addition, the following paragraphs of this Section Two shall apply to matters of Misconduct proceeding before Disciplinary Commissions: paragraphs 28, 31, 38 to 42, 47 and 48 and 50 to 51 and Appendix 1 to Part A: Section One: General Provisions. The content of those paragraphs shall be construed accordingly (e.g. references to The Association shall be taken to mean the relevant Affiliated Association).

#### **THE COLLECTION OF EVIDENCE**

- 28 In accordance with Rule F, all Participants must take all reasonable measures to assist The Association in the collection of evidence. Where The Association requests the production of evidence from any Participant, that Participant shall (subject to considerations of legal professional privilege) be under an obligation to provide it.
- 29 Where on-field offences are concerned, The Association may request that a Club provides or procures the delivery of video evidence to assist it in investigating possible Misconduct. Clubs must provide such video evidence to The Association as soon as reasonably practicable and in any event no later than 12 noon on the next Business Day following The Association's request (or a later date if stipulated by The Association). Failure to provide such evidence within this deadline may result in The Association issuing a Charge against the Club.

#### **CHARGE**

- 30 The decision that facts or matters may give rise to Misconduct and that a Charge be brought will be made by the Chief Regulatory Officer (or their nominee) on behalf of The Association.
- 31 Where any facts or matters give rise to alleged Misconduct by a Participant, The Association will serve on the Participant a Charge which shall:
- 31.1 state briefly the nature of the alleged Misconduct;
- 31.2 identify the provision(s) alleged to have been breached; and
- 31.3 enclose copies of documents or other material referred to in the Charge.
- 32 The Charge may include a request for the provision of a summary of the current terms and conditions of employment of a Participant.
- 33 A copy of the Charge shall be forwarded to the Judicial Panel Chairman who shall appoint a Regulatory Commission in accordance with, and subject to, the Terms of Reference for the Composition and Operation of the Judicial Panel.

#### **TIME LIMITS AND DIRECTIONS**

##### General

- 34 The standard directions for a Regulatory Commission processing a matter under these Regulations shall be as set out in Part B: Non-Fast Track Regulations and Part E: Fast Track Regulations.

- 35 In complex cases the standard directions may, at the discretion of the Regulatory Commission, be the subject of a directions hearing which may be conducted in accordance with paragraph 26 of Part B: Non-Fast Track Regulations.

### Timings and Directions

- 36 36.1 Upon an application by The Association or a Participant, the Judicial Panel Chairman (or their nominee) may amend, suspend, reduce or dispense with the relevant time limits set out in Part B: Non-Fast Track Regulations and Part E: Fast Track Regulations provided that the Judicial Panel Chairman (or their nominee) is satisfied that it would be impractical or unfair not to do so.
- 36.2 Where a Regulatory Commission has not yet been convened, the Judicial Panel Chairman (or their nominee) may make an order in respect of (i) time limits, (ii) hearing dates or (iii) the timetable in respect of disclosure.
- 37 Examples of circumstances in which the processing of a Charge would be impractical or unfair within the time limits set out in Part B: Non-Fast Track Regulations and Part E: Fast Track Regulations are where:
- 37.1 there is a pending police investigation; or
- 37.2 the seriousness or complexity of the matter necessitates a longer period of investigation; or
- 37.3 substantial evidence needs to be obtained from non-Participants.

### **REGULATORY COMMISSION DELIBERATIONS**

- 38 Deliberations of a Regulatory Commission shall take place in private.
- 39 The decision of the Regulatory Commission shall be determined by majority. Each member of the Regulatory Commission shall have one vote, save that the Chairman of the Regulatory Commission shall have a second and casting vote in the event of a deadlock.

### **PENALTIES AND ORDERS**

#### General

- 40 Save where expressly stated otherwise, a Regulatory Commission shall have the power to impose any one or more of the following penalties or orders on the Participant Charged:
- 40.1 a reprimand and/or warning as to future conduct;
- 40.2 a fine;
- 40.3 suspension from all or any specified football activity from a date that the Regulatory Commission shall order, permanently or for a stated period or number of Matches;
- 40.4 the closure of a ground permanently or for a stated period;
- 40.5 the playing of a Match or Matches without spectators being present, and/or at a specific ground;
- 40.6 any order which may be made under the rules and regulations of a Competition in which the Participant Charged participates or is associated, which shall be deemed to include the deduction of points and removal from a Competition at any stage of any playing season;
- 40.7 expulsion from a Competition;
- 40.8 expulsion from membership of The Association or an Affiliated Association;
- 40.9 such further or other penalty or order as it considers appropriate.
- 41 In imposing penalties, a Regulatory Commission must apply any:
- 41.1 applicable standard sanctions as may be communicated by The Association from time to time. A Regulatory Commission may only depart from such standard sanctions where it deems it appropriate having regard to the facts of an individual

case (for example, where a particular act of Misconduct is sufficiently serious that the guideline sanction would not constitute a sufficient penalty for the Misconduct that has taken place);

- 41.2 mitigating and/or aggravating factors, to include but not limited to the disciplinary record of the Participant and other factors that may be communicated by The Association from time to time.

### Suspended Penalty

- 42 Save where any Rule or regulation expressly requires an immediate penalty to be imposed, and subject to paragraphs 43-46 below, the Regulatory Commission may order that a penalty imposed is suspended for a specified period or until a specified event and on such terms and conditions as it considers appropriate.
- 43 When considering imposing a suspended penalty, a Regulatory Commission must:
- a) Determine the appropriate penalty for the breach, irrespective of any consideration of it being suspended; and
  - b) Consider whether there is a clear and compelling reason(s) for suspending that penalty; if so
    - (i) Set out what the clear and compelling reason(s) are; and
    - (ii) Decide the period of the suspension, or event, until which the penalty will be suspended; and
    - (iii) Upon what other terms or conditions, if any, the penalty will be suspended.
- 44 Where a Participant has committed a breach of Rules E5, E8 or E14, the Regulatory Commission must consider suspending a portion of the penalty imposed if:
- 44.1 that Participant has provided assistance and/or information to any Competition, The Association, UEFA, FIFA, other national football association, a law enforcement agency or professional disciplinary body; and
  - 44.2 the assistance and/or information provided results in the discovery or establishment of any criminal offence or the breach of disciplinary rules by another person relating to betting or integrity (not including anti-doping, in respect of which the Anti-Doping Regulations shall apply) in football or sport generally.
- 45 Where the penalty to be imposed is suspended under Paragraph 44, no more than three-quarters of any such penalty may be suspended. If the period of such a suspension is a lifetime, the non-suspended period must be no less than eight years.
- 46 Where the Regulatory Commission, in exercising its discretion under paragraph 45, considers it to be appropriate to suspend a portion of the penalty, the extent to which the penalty may be suspended will be based on the significance of the assistance provided by the Participant to the effort to eliminate corruption from sport.

### Aggravated Breaches (Rule E3.2)

- 47 Where an Aggravated Breach is found proven, a Regulatory Commission shall apply The Association's sanction guidelines for Aggravated Breaches set out at Appendix 1 to Part A: Section One: General Provisions.
- 48 Where a Regulatory Commission sanctions a Club in accordance with Rule E3.4, it may impose any sanction it considers appropriate, taking into account any aggravating or mitigating factors present.

### Drug Rehabilitation and Counselling

- 49 Where a Participant has breached the provisions of the Anti-Doping Regulations or the Social Drugs Regulations, a Regulatory Commission may order a compulsory period of target testing, rehabilitation and counselling, and attach such conditions as it considers appropriate.



### Compensation Orders

- 50 The Regulatory Commission may, where it considers it appropriate, order the Participant Charged to pay compensation to another Participant (the "**Compensation Claimant**"), instead of or in addition to any penalty or other order. Such an order may be for such amount as the Regulatory Commission considers appropriate.
- 51 The Regulatory Commission may order compensation only where:
- 51.1 it receives, in advance of its determination as to whether a Charge has been proven, a written claim by or on behalf of the Compensation Claimant which sets out the amount claimed and detailed reasons for the claim;
  - 51.2 it is satisfied that the Compensation Claimant has suffered loss as a consequence of the Misconduct of the Participant Charged; and
  - 51.3 the Participant Charged has had an opportunity both of seeing the claim in advance of an order being made and of making submissions to the Regulatory Commission in relation to it.

### **COSTS ORDERS**

- 52 Save where otherwise provided, any costs incurred:
- 52.1 in bringing or defending a Charge will be borne by the party incurring the costs; and
  - 52.2 by a Regulatory Commission, which are considered by the Chairman of the Regulatory Commission to be appropriate, may be ordered to be paid in full or in part by either party (such costs may include, but are not limited to, the costs of the Regulatory Commission and related expenses).
- 53 The applicable deadlines for any appeal against only the quantum of costs shall be those set out in paragraph 5 of Part C: Appeals – Non-Fast Track. Any such appeal shall be heard and determined by a single person appointed by Sport Resolutions (UK) (or similar independent body as determined by The Association from time to time). That person shall decide all matters of procedure for how such an appeal will be conducted.
- 54 A Notice of Appeal against a decision of a Regulatory Commission shall be deemed not to have been lodged unless either:
- 54.1 all financial orders, including costs orders, relating to the Participant in question have been paid in full; or
  - 54.2 the Chairman of the Regulatory Commission has made an order to set aside the relevant financial orders pending the outcome of the Appeal.
- 55 In the event of an appeal being lodged, where applicable payments of costs made will be held in escrow by The Association.

### **COMPLIANCE WITH PENALTIES AND ORDERS**

- 56 Unless the Regulatory Commission determines otherwise, a penalty or order shall come into effect immediately at the date of the notification of the decision.
- 57 A Regulatory Commission may issue such further order, requirement or instruction as it considers appropriate for the purpose of giving effect to its decision.
- 58 Where a Regulatory Commission is satisfied that a Participant Charged has failed to observe or comply with a penalty or order imposed by the Regulatory Commission, it shall have the power to order that the Participant Charged be suspended immediately from all or any football activity for such period and on such conditions as it considers appropriate.
- 59 In respect of any appeal made by a Participant Charged against a decision of a Regulatory Commission, the Regulatory Commission shall have the power, upon application and its

absolute discretion, to stay the effect of, or compliance by the Participant Charged with, a penalty or order of a Regulatory Commission.

### **PAYMENT OF FEES, FINES AND COMPENSATION ORDERS**

- 60 Payment of any administration fee, fine or compensation shall be made to The Association by such deadline and under such terms as ordered by The Association at the time of the written notification or decision.
- 61 The failure to make payment within the deadline ordered may result in an automatic increase of 25% of the amount due. Failure to pay within a further 30 days from the deadline ordered may result in the automatic suspension of the Participant until such time as payment has been received. Where the Participant is a person, such suspension will be from all football and football activity. Where the Participant is a Club, such suspension will be from playing in any Match or Competition.

### **WRITTEN DECISION**

- 62 The Regulatory Commission shall as soon as practicable send to the Participant Charged and the Chief Regulatory Officer (or their nominee) a written statement of its decision, which shall state:
- 62.1 the Charge(s) considered and whether admitted or denied;
  - 62.2 the decision as to whether Misconduct has been proven or not; and
  - 62.3 any penalty or other order imposed.
- 63 The written decision shall be signed and dated by the Chairman of the Regulatory Commission and be the conclusive record of the Regulatory Commission's decision. A copy of the written decision shall be forwarded to The Association.

### **WRITTEN REASONS**

- 64 Where the relevant parts of Part B: Non-Fast Track Regulations and Part E: Fast Track Regulations so provide, written reasons may be requested and provided.
- 65 Where written reasons are provided they shall state in writing:
- 65.1 the findings of fact made by the Regulatory Commission;
  - 65.2 the reasons for the Regulatory Commission's decision finding the Charge(s) proven; and
  - 65.3 the reasons for any penalty or order.

### **APPEALS**

- 66 The rights of appeal shall be as set out in Part B: Non-Fast Track Regulations or Part E: Fast Track Regulations.

## **APPENDIX 1 -**

### **STANDARD SANCTIONS AND GUIDELINES FOR AGGRAVATED BREACHES**

#### **PLAYERS, MANAGERS AND TECHNICAL AREA OCCUPANTS**

##### Sanction Range

A finding of an Aggravated Breach against a Player, Manager or Technical Area Occupant will attract an immediate suspension of between 6 Matches and 12 Matches ("**Sanction Range**").<sup>1</sup>

<sup>1</sup> This is in relation to first offences.

A Regulatory Commission shall take all aggravating and mitigating factors into account, including but not limited to those listed in these guidelines when determining the level of sanction within the Sanction Range.

The lowest end of the Sanction Range (i.e. 6 Matches) shall operate as a standard minimum punishment (the **"Standard Minimum"**).

A Regulatory Commission may impose an immediate suspension in excess of 12 Matches in circumstances where aggravating factors of significant number or weight are present.

### Exceptions to the Standard Minimum

A Regulatory Commission may only consider imposing a suspension below the Standard Minimum where the following specific (and exhaustive) circumstances arise such that the Regulatory Commission determines that the Standard Minimum would be excessive:

Where the offence was committed in writing only or via the use of any communication device **and**:

- Where the Regulatory Commission is satisfied that there was no genuine intent on the part of the Participant Charged to be discriminatory or offensive in any way and could not reasonably have known that any such offence would be caused; or
- The age of the Participant at time of the offence (e.g. where the Participant was a minor at the time the offence was committed); or
- The age of the offence (e.g. a social media post made a considerable time ago).

For the avoidance of doubt, the existence of the circumstances above will not necessarily result in a departure from the Standard Minimum. A Regulatory Commission must be satisfied that the unique circumstances and facts of a particular case are of such significance that a departure from the Standard Minimum is justified to avoid an unjust outcome for the Participant Charged. In reaching a decision, the Regulatory Commission must also consider whether or not it is in the best interests of the game in tackling all forms of discrimination to depart from the Standard Minimum. In any event, a Regulatory Commission shall impose a suspension of no less than 3 Matches.

### **ALL OTHER PARTICIPANTS**

Where a finding of an Aggravated Breach is against a Participant who is not a Player, Manager or Technical Area Occupant, a Regulatory Commission may assess that a Match-based suspension is not appropriate.

In such circumstances, a Regulatory Commission shall impose an appropriate time based suspension that is commensurate with the breach, having regard to the specific roles and responsibilities of the Participant.

### **EDUCATION**

Any Participant who is found to have committed an Aggravated Breach shall be made subject to an education programme, the details of which will be provided to the Participant by The Association.

### **OTHER PENALTIES**

A Regulatory Commission may impose any one or more of the other penalties as provided by paragraph 40 of Part A to the Disciplinary Regulations.

### **FACTORS TO BE CONSIDERED WHEN DETERMINING SANCTION**

A Regulatory Commission will have due regard to the circumstances and seriousness of the incident when determining the appropriate sanction and whether (and to what extent) to depart from the Sanction Range.

In so doing, the Regulatory Commission shall give consideration to any aggravating and mitigating factors, to include but not limited to:

#### Aggravating factors

- Repeated use of discriminatory language or conduct during commission of the offence.

- The public nature of the offence (e.g. the commission of the offence in a public place, via broadcast media or a social media platform (particularly via an account on a social media platform with a high number of followers in relative terms)).
- The profile of the Participant, including where they hold a position of responsibility within their Club or organisation (e.g. Club captain, Chairman, member of senior management).
- The relative ages of the Participant and the victim(s) at the time of the offence, particularly where the victim was a minor and the Participant was not.
- Failure to co-operate with The Association.
- Previous disciplinary record of the Participant.
- Any attempt to conceal the breach.
- The extent of any premeditation.

### Mitigating Factors

- Admission at the earliest opportunity where the factual conduct forming the basis for the charge would be capable of being disputed.
- Demonstration of genuine remorse.
- Co-operation with The Association.
- Where it is accepted that the Participant had a legitimate expectation of privacy.
- Inexperience of the Participant by reference to their age or background at the time of the offence.
- In respect of social media posts, the age of the post and the Participant's age at the time of the post. For example, depending on the other circumstances and characteristics of the offence, it may be considered a mitigating factor where the post was made a considerable time ago and/or where it was made at a time when the Participant was a minor.

### **SECOND OR FURTHER OFFENCES**

Second or further offences will be treated with the utmost seriousness.

There will be a presumption that the sanction for a second or further offence will be higher than the top end of the Sanction Range (i.e. 12 Matches), however the Regulatory Commission shall in any event impose an immediate suspension of no fewer than 7 Matches.

Regulatory Commissions shall still be entitled to take all aggravating and mitigating factors into account when determining sanction.

### **SPECIFIC PROVISIONS CONCERNING MINORS**

Where an Aggravated Breach of Rule E3.1 is committed in youth football by a Player aged under 12, no disciplinary charge will be brought. In such cases, the Player will be subject to an education programme, the details of which will be provided to the Player by The Association.

Where an Aggravated Breach of Rule E3.1 is committed in youth football by a Player aged 12-15 (inclusive), a Regulatory Commission shall impose a suspension of at least 6 Matches on that Player. The Regulatory Commission may increase the suspension where aggravating factors are present. A minimum of 1 Match shall come into effect immediately, however the Regulatory Commission may suspend such number of the remaining Matches on terms and for such period as it considers appropriate.

Where such a Player commits a second or further Aggravated Breach, in determining the suspension to be imposed, a Regulatory Commission shall use as an entry point, an immediate suspension of 11 matches. The Regulatory Commission may depart from the entry point where aggravating or mitigating factors are present but, in any case, must impose an immediate suspension of no fewer than 7 matches.

### ON-FIELD DISCIPLINARY REGULATIONS

#### SCOPE

- 1 Section One of these On-Field Regulations applies to Players associated with:
  - 1.1 **Category 1:** Clubs in the Premier League, EFL Leagues, the National League, The FA WSL and The FAWC playing First Team Competitive Matches;
  - 1.2 **Category 2:** Clubs in the Premier League, EFL Leagues, the National League playing Non-First Team Competitive Matches in male open aged teams, Under 19s, Under 18s and Academy teams; and
  - 1.3 **Category 3:** a team competing in the National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League playing Matches in any League, League cup competition, the FA Challenge Cup and the FA Trophy.
- 2 Section Two of these On-Field Regulations applies to Players associated with:
  - 2.1 **Category 4:** Clubs in the Premier League, EFL Leagues, the National League, The FA WSL and The FAWC playing Friendly Matches.
- 3 Section Three of these On-Field Regulations applies to Players (and, where stated, other Participants) associated with:
  - 3.1 **Category 5:**
    - a) a team competing in all divisions of Leagues at Steps 5 to 6 of the National League System playing Matches in any Competition;
    - b) a team competing outside the National League System playing in Saturday Football, Sunday Football, Midweek Football, Representative Football, Veterans Football, Further Education Football and Youth Football (as recognised by The Association from time to time); and
    - c) any affiliated team of a Club to which Categories 1 to 4 above do not apply playing Matches in any Competition.
- 4 Section Four of these On-Field Regulations applies to Technical Area Occupants associated with:
  - 4.1 Clubs in Category 1 playing First Team Competitive Matches; and
  - 4.2 Clubs or teams in Category 3 and Category 5 (as set out above).

#### SECTION ONE: PROVISIONS APPLICABLE TO CATEGORIES 1, 2 AND 3

#### CHARGES

- 5 The Association may issue a Charge against a Player in relation to an incident whether or not the same incident has been dealt with by the Referee and/or pursuant to this Section One. In deciding whether or not to issue a Charge, The Association will have particular (but not exclusive) regard to the following:
  - 5.1 any applicable Law(s) of the Game or Rules and Regulations or FIFA instructions and/or guidelines;
  - 5.2 the nature of the incident, and in particular any intent, recklessness, negligence or other state of mind of the Player;
  - 5.3 where applicable, the level of force used;
  - 5.4 any injury to any Participant caused by the incident;
  - 5.5 any other impact on the Match in which the incident occurred;
  - 5.6 the prevalence of the type of incident in question in football generally;

5.7 the wider interests of football in applying consistent sanctions.

- 6 A Regulatory Commission considering a Charge pursuant to paragraph 5 above shall have regard to any standard punishment imposed pursuant to paragraphs 23 to 32 below for the same incident when considering any penalty in accordance with paragraph 40 of Part A: General Provisions Section Two.
- 7 The Association may issue a Charge against a Club at any time during the playing season in relation to cautionable or sending-off offences committed by Players of the Club.

### **MATCH OFFICIALS' REPORTING OF OFFENCES TO THE ASSOCIATION**

- 8 Where a Referee fails to show a Player the appropriate card when communicating a caution or a sending-off, the relevant disciplinary action shall not be invalidated. However, the attention of the Referee should be drawn to the correct procedure.
- 9 Referees must submit a report to The Association following a Match stating the cautionable and/or sending-off offences. In the case of sending-off offences, the Assistant Referees must also submit a report.
- 10 The deadline for the submission of report(s) to The Association under paragraph 9 is:
- 10.1 for Matches falling within Category 1, 12 noon the day following the Match; or
- 10.2 for Matches falling within Categories 2 and 3, within two days of the Match (excluding Sundays).

### **NOTIFICATION OF CAUTIONABLE AND SENDING-OFF OFFENCES**

- 11 A Player who has been cautioned or sent off in a Match will be notified by The Association, through their Club, of:
- 11.1 the cautionable and/or sending-off offence reported by the Referee to The Association;
- 11.2 in the case of a cautionable offence, the total number of cautions accumulated by the Player under this Section One during the current playing season; and
- 11.3 any automatic suspension, fine or other consequences resulting from an accumulation of cautions or the sending-off offence pursuant to paragraphs 23 to 32 below. Any automatic suspension will take effect regardless as to whether the notification is received by the Club from The Association before it is due to take effect in accordance with this Section One.
- 12 An administration fee of £10.00 will be charged to the Player through their Club for the cost of processing each notification made in accordance with paragraph 11. It is the responsibility of the Club to collect the administration fee from the Player and forward it to The Association upon request.

### **MISTAKEN IDENTITY (CAUTIONABLE AND SENDING-OFF OFFENCES)**

- 13 Where a Player has been cautioned or sent off in a Match but claims they have been the victim of mistaken identity, that Player or their Club may make a claim of mistaken identity in relation to that cautionable or sending-off offence in accordance with the procedure set out in Fast Track 3 of the Fast Track Regulations.
- 14 Where, despite there being clear evidence that there is a case of mistaken identity, a Player or their Club does not submit a claim within the specified time limits, The Association may within seven days of the incident request a Regulatory Commission to review the matter. A Club failing to submit a claim for mistaken identity may be charged with Misconduct by The Association if there is evidence that the Club sought to gain an advantage by remaining silent on the matter.

### **WRONGFUL DISMISSAL (SENDING-OFF OFFENCES)**

- 15 Where a Player has been sent off in a Match but claims that the dismissal was wrongful, that Player and their Club may seek to limit the disciplinary consequences of that dismissal by making a claim of wrongful dismissal in accordance with the procedure set out in Fast Track 4 of the Fast Track Regulations. In order to demonstrate that the decision was wrongful, the Player / their Club must establish that the Referee made an obvious error in sending off the Player.
- 16 A Player and their Club may make a claim of wrongful dismissal for any sending-off offence under the provisions of Law 12 of the Laws of the Game, save for where the Player is sent off for a receiving a second caution in the same Match.
- 17 Notwithstanding the outcome of the claim of wrongful dismissal, the relevant sending-off offence will remain on the record of the Club and the Player.
- 18 Where a Player or their Club:
- 18.1 submits a notification of their intention to claim wrongful dismissal in accordance with the provisions of Fast Track 4 of the Fast Track Regulations but fails to complete the claim; or
  - 18.2 withdraws a complete claim prior to it being considered by a Regulatory Commission,
- and, in either case, The Association believes that the notification or claim of wrongful dismissal had no prospect of success or amounted to an abuse of process, the Participant may be charged with Misconduct by The Association.

### **CLEARLY EXCESSIVE OR CLEARLY INSUFFICIENT CLAIMS (SENDING-OFF OFFENCES)**

- 19 19.1 A Player and their Club may seek to limit the disciplinary consequences of a sending-off offence by making a claim that the standard punishment would be clearly excessive in accordance with the procedure set out in Fast Track 5 of the Fast Track Regulations. In bringing such a claim, the Player / their Club must establish that it is clear and obvious that the standard punishment otherwise applicable to that sending-off offence would be clearly excessive. Such claims may only be made by a Player and their Club for the following sending-off offences: (a) using offensive, insulting or abusive language and/or gestures; (b) serious foul play; (c) violent conduct; or (d) spitting at an opponent or any other person.
- 19.2 The Association may seek to increase the disciplinary consequences of a sending-off offence by making a claim that the standard punishment is clearly insufficient in accordance with the procedure set out in Fast Track 6 of the Fast Track Regulations. The Association may bring such a claim where it is satisfied that the standard punishment otherwise applicable to that sending-off offence would be clearly insufficient. Such claims may only be made by The Association for the following sending-off offences: (a) serious foul play; (b) violent conduct; or (c) spitting at an opponent or any other person.
- 20 The ability to claim under paragraphs 19.1 and 19.2 above is provided only so exceptional cases may be rectified. It is not intended to lead to the systematic, regular review of standard punishments. Regulatory Commissions will be instructed to approach such cases with these principles in mind and it is envisaged that, for the vast majority of sending-off offences, the standard punishments applicable pursuant to paragraph 27 below will be appropriate and will be applied.
- 21 Notwithstanding the outcome of a claim made pursuant to paragraph 19.1 or paragraph 19.2 above:
- 21.1 the Player will be suspended for at least one Match, save where a successful claim for wrongful dismissal is made pursuant to paragraph 15 above; and

21.2 the sending-off offence:

21.2.1 will remain on the record of the Club and the Player;

21.2.2 will remain the subject of the administration fee set out in paragraph 12 above; and

21.2.3 will still accrue the applicable number of penalty points as set out in paragraph 62 below.

22 Where a Participant:

22.1 submits a notification of their intention to make a claim that the standard punishment is clearly excessive in accordance with the provisions of Fast Track 5 of the Fast Track Regulations but fails to complete the claim; or

22.2 withdraws a complete claim prior to it being considered by a Regulatory Commission,

and, in either case, The Association believes that the notification or claim had no prospect of success or amounted to an abuse of process, the Participant may be charged with Misconduct by The Association.

### STANDARD PUNISHMENTS

#### Accumulation of Cautions

23 The accumulation of a set number of cautions by a Player in certain Competitions during a playing season will, subject to any applicable cut-off points, result in that Player receiving an automatic suspension and/or fine.

24 The relevant number of cautions, automatic suspensions and/or fines, the applicable cut-off points and the Competition(s) in which the automatic suspensions are to be served are as set out in:

24.1 Category 1: Table 1;

24.2 Category 2: Table 3; and

24.3 Category 3: Table 5.

25 Unless otherwise stated, such automatic suspensions shall only be served in the Competition in which the cautions were accumulated.

26 Where a Player accumulates 20 cautions in certain Competitions (as set out in Tables 1, 3 and 5) during a playing season, that Player shall be required to attend a Regulatory Commission within seven days of the date of the last caution. The Regulatory Commission shall have the power to deal with the Player in such manner as it deems fit. The same procedure will apply for every further five cautions received by that Player.

27 Subject to paragraph 26 above, where a Player accumulates any cautions after the final applicable cut-off point in a particular Competition during a playing season (as set out in Tables 1, 3 and 5), the accumulation of those cautions shall not count towards or result in that Player receiving an automatic suspension and/or fine.

#### Sending-Off Offences

28 The commission of a sending-off offence by a Player will result in that Player receiving an automatic suspension and/or fine.

29 The relevant automatic suspensions and/or fines arising from a sending-off offence by a Player and the Competition(s) in which the automatic suspensions are to be served are as set out in:

29.1 **Category 1:** Table 2;

29.2 **Category 2:** Table 4; and

29.3 **Category 3:** Table 6.



### Additional Sending-Off Offences

- 30 **Category 1:** subject to paragraph 32 below, a Player who, in the same playing season, has previously been sent off in a Match falling within Category 1 (or suspended by a Regulatory Commission under Fast Track 1 of the Fast Track Regulations in relation to a Match falling within Category 1) will be automatically suspended for one extra Match for each such previous sending-off offence or suspension, in addition to the automatic suspension applicable to the latest sending-off offence.

For the purposes of this paragraph 30, a sending-off offence committed by a Player in a Match falling within Category 2 will only be taken into account where it was for a) violent conduct, b) serious foul play or c) spitting at any opponent or any other person.

- 31 **Category 2:** subject to paragraph 32 below, a Player who, in the same playing season, has previously been sent off in a Match falling within Categories 1 or 2 will be automatically suspended for one extra Match falling within Category 2 for each such previous sending-off offence, in addition to the automatic suspension applicable to the latest sending-off offence.

For the purposes of this paragraph 32, a sending-off offence committed by a Player in a Match falling within Category 1 (or a suspension under Fast Track 1 of the Fast Track Regulations) will only be taken into account where it was for a) violent conduct, b) serious foul play or c) spitting at any opponent or any other person.

- 32 **EFL Trophy only:** a Player who, in the same playing season, has previously been sent off in an EFL Trophy Match (or suspended by a Regulatory Commission under Fast Track 1 of the Fast Track Regulations in relation to an EFL Trophy Match) will be automatically suspended for one extra EFL Trophy Match for each such previous sending-off offence or suspension, in addition to the automatic suspension applicable to the latest sending-off offence.
- 33 **Category 3:** a Player who, in the same playing season, has previously been sent off in a Match falling within Category 3 will be automatically suspended for one extra Match falling within Category 3 for each such previous sending-off offence, in addition to the automatic suspension applicable to the latest sending-off offence.

### Commencement of Suspension

- 34 **Categories 1 and 2:** subject to paragraph 36 below, a period of suspension arising from an accumulation of cautions or a sending-off offence by a Player associated with a Club in Categories 1 and 2 will commence immediately, save for where a Player / their Club have brought a claim under paragraph 13 in relation to Mistaken Identity or paragraph 15 in relation to Wrongful Dismissal and that claim has not been determined by a Regulatory Commission before the next applicable fixture.
- 35 **Category 3:** subject to paragraph 36 below, a period of suspension arising from an accumulation of cautions or a sending-off offence by a Player of a team in Category 3 will commence on the seventh day following either the date of the last offence (in relation to an accumulation of cautions) or the date of the relevant offence (in relation to sending-off offences), save for where a Player / their Club have brought a claim under paragraph 13 in relation to a cautionable or sending-off offence or paragraph 15 in relation to a sending-off offence.

### Multiple Suspensions arising from a single Match

- 36 **Categories 1, 2 and 3:** where multiple periods of suspension arise from a single Match, those periods of suspension will be served in the following order of precedence: (a) any period of suspension arising from a sending-off offence followed by (b) any period of suspension arising from an accumulation of cautions.

### Scope of Suspension

- 37 **Category 1:** a period of suspension applicable to a Player associated with a Club in Category 1 will, where the period of suspension arises from either an accumulation of cautions or a sending-off offence apply only to the relevant number and type of First Team Competitive Matches as set out in Tables 1 or 2.
- 38 **Category 2:** a period of suspension applicable to a Player associated with a Club in Category 2 will, where the period of suspension arises from either an accumulation of cautions or a sending-off offence, apply to the relevant number of Non-First Team Competitive Matches (as set out in Tables 3 and 4) played during the period between the opening date in the League in which their Club's first team participates to the final Match of any Competition in which their Club is participating during that playing season. During this period, only one Non-First Team Competitive Match per day for which the Player is eligible shall count towards the service of that period of suspension.
- Any dispute in relation to this paragraph 38 above shall only be dealt with by a Regulatory Commission on written submissions. Such written submissions must be received by The Association within three days of the suspension notice being received by the Player's Club.
- 39 **Category 3:** a period of suspension applicable to a Player associated with a team in Category 3 will:
- 39.1 only constitute a suspension from playing Saturday Football for teams competing at Steps 2-4 of the National League System, save for a period of suspension arising from a Charge issued pursuant to paragraph 5 above.
  - 39.2 where the period of suspension arises from a sending-off offence, encompass a suspension from Friendly Matches during the relevant period (Friendly Matches will not however count towards the service of such a suspension); and
  - 39.3 where a suspension is as a result of a Charge, also constitute a suspension from playing any Match falling within Category 5.
- 40 In exceptional cases, a Player may make a claim to The Association that a suspension is disproportionately harsh, due to the period of time required to serve the suspension. In such circumstances, The Association may at its absolute discretion amend the suspension to a Football Category-specific suspension.

### Multiple Automatic Suspensions

- 41 Subject to paragraph 36 above, a Player shall serve automatic suspensions arising from this Section One in a chronological order of precedence.

Example:

Player A receives (a) an automatic suspension of 3 Matches for accumulating 15 cautions in Premier League Matches prior to the applicable cut-off point (which only applies to the Club's next 3 Matches in the Premier League) and arising from his Club's next FTCM (a Match in the FA Challenge Cup), Player A receives (b) an automatic suspension of 3 Matches arising from a sending-off for violent conduct (which applies to the Club's next 3 FTCM - save for any Match in the EFL Trophy).

Player A's Club's next 6 FTCM are as follows: (i) Premier League, (ii) FA Challenge Cup, (iii) Premier League, (iv) FA Challenge Cup (v) EFL Cup and (vi) Premier League.

Player A's automatic suspension for accumulating 15 cautions in Premier League Matches was received first and would therefore apply to the 3 Premier League Matches listed above. Player A's automatic suspension for the sending-off offence would apply to the 2 FA Challenge Cup Matches and the EFL Cup Match (as Player A is already suspended from Premier League Matches as a consequence of the first automatic suspension).

### **Re-arranged Matches**

- 42 A Regulatory Commission may determine that a Match shall not count towards the service of a suspension if it is satisfied that the Match has been arranged by the Club with a view to enabling a Player to complete their suspension so that the Player may be eligible to play in a particular Match.

### **Collection of Fines**

- 43 The Player's Club is responsible for collecting from the Player any fine payable pursuant to paragraph 23 and/or 28 above and forwarding the amount to The Association upon request.

### **Imposition of Fines by a Club under a Player's Employment Contract**

- 44 Clubs may impose a fine on Players for cautionable and sending-off offences under their employment contract (where applicable). If a Club chooses to impose such a fine it must, without delay, notify The Association of the details of the fine.
- 45 Clubs in Categories 1 and 2 are required to submit a nil return for any offence under the guidelines on Club discipline issued from time to time by the Professional Football Negotiating Consultative Committee for which a Player was not fined.

### **Outstanding Suspensions**

- 46 Subject to paragraph 47 below, any period of suspension or part thereof arising from this Section One or as a result of a Charge which remains outstanding at the end of the playing season:
- 46.1 Categories 1 and 3: must be served at the commencement of the following playing season; and
- 46.2 Category 2: must be served at the commencement of the relevant period outlined in paragraph 36 above in the following playing season.
- 47 Any period of suspension or part thereof arising from an accumulation of cautions in relation to the FA Challenge Cup, EFL Cup, EFL Trophy, FA Trophy, Women's FA Challenge Cup or FA Women's League Cup which remains outstanding at the end of the playing season will be repealed and need not be served at the commencement of the following playing season.

### **Transfer of Outstanding Suspensions**

- 48 Where a Player, who is subject to an outstanding suspension arising from a sending-off offence in an EFL Trophy Match, either:
- 48.1 remains registered to the same Club, but that Club becomes ineligible for or does not enter the EFL Trophy; or
- 48.2 moves to a different Club that is ineligible or does not enter the EFL Trophy;
- that period of suspension shall be transferred so that it may be served with reference to Matches other than those in the EFL Trophy (to which the suspension originally applied).

### **Players Moving Between Clubs**

- 49 Where a Player moves between Clubs at a time when that Player is subject to a suspension, the following shall apply:
- 49.1 until the Player moves, the suspension shall be served by reference to Matches completed by the Club from which that Player moves (for which the Player is eligible to play);
- 49.2 where the Club that the Player moves to competes at the same level as the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to Matches completed by the Club to which that the Player moves (for which the Player is eligible to play);

49.3 where the Club that the Player moves to competes at a different level as the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall continue to be served by reference to Matches completed by the Club that the Player moves from unless dispensation has been granted in writing by The Association for the suspension to be served with reference to Matches completed by the Club to which that Player moves.

50 For the purposes of paragraph 49, Clubs compete at three different levels. Each level is comprised as follows:

50.1 Premier League, EFL Leagues and the National League;

50.2 The National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;

50.3 Steps 5 to 6 of the National League System, or any other League outside the National League System which operates a match-based disciplinary system.

51 Paragraph 49 applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of The Association, however they occur. This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club to which that Player moves.

### **Suspensions Notified on an International Transfer Certificate**

52 Where The Association is notified of a relevant outstanding suspension on a Player's International Transfer Certificate, that suspension shall be applied to the Player with reference to the applicable number of First Team Competitive Matches or Non-First Team Competitive Matches.

### **DISCIPLINARY ACTION AGAINST CLUBS – MULTIPLE OFFENCES IN A SINGLE MATCH**

53 The Association will take disciplinary action against a Club if six or more of the Club's Players are either cautioned or sent off in a Match falling within Category 1 or Category 3.

54 On the first occasion that this happens in a playing season, The Association may offer the Club a standard punishment as set out in the following table:

| LEAGUE                                                           | FINE    |
|------------------------------------------------------------------|---------|
| Premier League                                                   | £25,000 |
| EFL Championship                                                 | £5,000  |
| EFL League One                                                   | £2,500  |
| EFL League Two                                                   | £1,000  |
| National League                                                  | £750    |
| National League (North and South)                                | £500    |
| Northern Premier League, Southern League and the Isthmian League | £250    |
| FA Women's Super League                                          | £750    |
| FA Women's Championship                                          | £500    |

- 55 For each successive occasion that this happens in the same playing season, the standard punishment offered will be a fine that is double and then treble (and so on) the amount set out in the table at paragraph 54 above.
- 56 A Club may either; a) accept The Association's offer of a standard punishment or; b) make written representations in mitigation before a Regulatory Commission. In the event the written representations in mitigation are rejected, the Regulatory Commission may consider whether or not the standard punishment should be increased.

### **DISCIPLINARY ACTION AGAINST CLUBS – ACCUMULATION OF PENALTY POINTS BY A CLUB'S PLAYERS**

#### **General**

- 57 For the purposes of paragraphs 57 to 73 below, in relation to Category 3, references to a Club's Players shall mean a reference to Players of a Club's team competing in Matches falling with Category 3.
- 58 The purpose of the penalty points system is to assess the disciplinary record of a Club's Players across two periods during a playing season:
- 58.1 penalty points period 1: the beginning of a playing season to 31 December (inclusive); and
- 58.2 penalty points period 2: the beginning of a playing season to the end of a playing season (inclusive).
- 59 The number of penalty points accumulated by a Club is calculated in accordance with paragraphs 63 to 67 below.
- 60 In determining whether to issue a Charge against a Club, The Association will (in accordance with paragraphs 68 and 70 below) compare the number of penalty points accumulated by a Club during each penalty point period against the number of penalty points accumulated by other Clubs competing in the same League during the same penalty points period.
- 61 A Club required to appear before a Regulatory Commission for matters related to an accumulation of penalty points must be represented by at least one of its Directors and its Manager.
- 62 A Club's disciplinary record will be subject to interim review as at 31 December annually. Any such record may be requested from the Club by The Association pursuant to Rule F2. Clubs may be ordered to attend a Regulatory Commission to discuss a disciplinary record that is deemed to be poor at that stage of the playing season.

#### **Calculating Penalty Points Totals**

- 63 Each cautionable or sending-off offence committed by a Club's Players in each Match falling within Category 1 or Category 3 during a playing season will incur that Club a set number of penalty points in accordance with the table at paragraph 65 below.
- 64 Cautionable or sending-off offences committed by a Club's Players in Matches falling within Category 2 will not incur that Club any penalty points.
- 65 The number of penalty points incurred for a cautionable offence and each sending-off offence is as follows:

| OFFENCE                                                                                                                                                            | PENALTY POINTS INCURRED |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Any cautionable offence                                                                                                                                            | 4 penalty points        |
| Denying the opposing team a goal or an obvious goal-scoring opportunity by a handball offence                                                                      | 10 penalty points       |
| Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick | 10 penalty points       |
| Serious foul play                                                                                                                                                  | 12 penalty points       |
| Spitting at an opponent or any other person                                                                                                                        | 12 penalty points       |
| Violent conduct                                                                                                                                                    | 12 penalty points       |
| Using offensive, insulting or abusive language and/or gestures                                                                                                     | 12 penalty points       |
| Receiving a second caution in the same Match                                                                                                                       | 10 penalty points       |

66 In relation to teams in Category 3 only, Players of those teams charged with Misconduct for a breach of Rule E3 which is subsequently found proven will incur 12 penalty points.

67 Where any sending-off offence is subject to a successful claim for wrongful dismissal under paragraph 15 above, any penalty points that the sending-off offence would otherwise have incurred shall be disregarded for the purposes of calculating a Club's cumulative total of Penalty Points in accordance with paragraphs 62 and 65 above.

### **Accumulation of Penalty Points and Sanctions**

#### *Penalty Points Period 1*

68 A Club whose Players accumulate a total number of penalty points (as calculated in accordance with paragraphs 62 to 66 above) in Matches between the start of the playing season and 31 December (including any Match played on that day) which is 40% or more above the median number of penalty points per Match average in the same League, will be required to appear before a Regulatory Commission to explain the conduct of its Players.

69 The Regulatory Commission may order that a visit be made to the Club by representatives of The Association and/or PGMOL or other appropriate body, in order to discuss and/or offer advice on the Club's disciplinary record.

#### *Penalty Points Period 2*

70 A Club whose Players accumulate a total number of penalty points (as calculated in accordance with paragraphs 62 to 66 above) in Matches during the whole playing season which is 40% or more above the median number of penalty points per Match average in the same League, will be required to appear before a Regulatory Commission to explain the conduct of its Players.

71 If the Regulatory Commission considers that the Club is not able to provide a reasonable explanation for such occurrence, the Club may be warned and/or ordered to pay a fine up to the relevant amount set out in the following table:

| LEAGUE                                                           | FINE (MAXIMUM) |
|------------------------------------------------------------------|----------------|
| Premier League                                                   | £100,000       |
| EFL Championship                                                 | £50,000        |
| EFL League One                                                   | £25,000        |
| EFL League Two                                                   | £12,500        |
| National League                                                  | £6,000         |
| National League (North and South)                                | £1,000         |
| Northern Premier League, Southern League and the Isthmian League | £500           |
| FA Women's Super League                                          | £6,000         |
| FA Women's Championship                                          | £1,000         |

- 72 Where any Club's Players accumulate a total number of penalty points which is between 40% and 50% (inclusive) above the median number of penalty points per Match average in the same League, any fine will normally be suspended in whole or in part for a period of one playing season, unless the Regulatory Commission determines that this is not appropriate, in which case it will be imposed immediately.
- 73 Where any Club's Players accumulate a total number of penalty points which is more than 50% above the median number of penalty points per Match average in the same League, any fine will normally be imposed immediately, unless the Regulatory Commission determines that this is not appropriate, in which case it will be suspended in whole or in part for a period of one playing season.
- 74 In addition, the Regulatory Commission may order the Club to pay the cost of the hearing to The Association. Any action taken by the Club to discipline its Players under paragraph 44 above may be taken into consideration by the Regulatory Commission.

### **SECTION TWO: PROVISIONS APPLICABLE TO CATEGORY 4**

#### **CHARGES**

- 1 The Association may issue a Charge against a Player in relation to an incident whether or not the same incident has been dealt with by the Referee and/or pursuant to this Section Two.
- 2 A Regulatory Commission considering a Charge pursuant to paragraph 1 above shall have regard to any standard punishment imposed pursuant to paragraphs 6 to 9 below for the same incident when considering any penalty in accordance with paragraph 40 of Part A: General Provisions Section Two.

#### **MATCH OFFICIALS' REPORTING OF OFFENCES TO THE ASSOCIATION**

- 3 Where a Referee fails to show a Player the appropriate card when communicating a caution or a sending-off, the relevant disciplinary action shall not be invalidated. However, the attention of the Referee should be drawn to the correct procedure.
- 4 Referees must submit a report to The Association following a Match stating the cautionable and/or sending-off offences. In the case of sending-off offences, the Assistant Referees must also submit a report to The Association.

- 5 The deadline for the submission of report(s) to The Association under paragraph 4 above is within two days of the Match (excluding Sundays).

### **STANDARD PUNISHMENTS**

#### **Cautionable Offences**

- 6 The Association shall not impose any standard punishments in respect of cautionable offences.
- 7 Where standard punishments are imposed on Players in respect of cautionable offences with their agreement (for example, as part of tournament rules), any such standard punishment can only apply to Matches played by Clubs falling within Category 4, as determined by The Association.

#### **Sending-Off Offences**

- 8 The commission of a sending-off offence by a Player will result in that Player receiving an automatic suspension of one Match.
- 9 Such automatic suspension can only apply to Matches played by Clubs falling within Category 4, as determined by The Association.

### **SECTION THREE: PROVISIONS APPLICABLE TO CATEGORY**

#### **GENERAL**

- 1 Each Affiliated Association must set out in its rules or regulations a copy of this Section Three, which is to be followed where a Participant of a Club in Category 5 commits an alleged act of Misconduct and where a Player commits a cautionable or sending-off offence in a Match.
- 2 Nothing in this Section Three shall preclude:
  - 2.1 an Affiliated Association delegating to The Association or to another Affiliated Association its powers and duties to investigate and/or adjudicate in cases where it may be advantageous so to do; or
  - 2.2 the exercise by The Association of its powers pursuant to Rule G1.
- 3 All written communications from a Player to the Affiliated Association Secretary must be sent by the secretary of the Player's Club unless the Player is no longer registered with that Club (in which case written communications must be sent by the Player or the secretary of the Club to which that Player has moved).
- 4 Where a Club receives a notification pursuant to this Section Three, it is the duty of the Club Secretary and the Player, by the deadline stated on any notification, to ensure that either (a) the Affiliated Association Secretary receives the completed player reply form or (b) ensure that a response has been provided via the electronic system operated by The Association from time to time with such information that includes:
  - 4.1 the full name and address of the Player;
  - 4.2 the Player's date of birth (and other personal identification data requested);
  - 4.3 the name of each Club for which the Player is currently registered or was registered in the previous two playing seasons;
  - 4.4 the signature of the Player concerned (where applicable); and
  - 4.5 the names of any school, college or other educational establishment currently attended by the Player.

Where the Player is not available to sign the player reply form, the Club should complete and return it indicating the reason for the non-completion together with the administration fee and confirmation as to whether or not the Player has been made aware of the contents.



Where the Club provides a response via the electronic system operated by The Association from time to time, in doing so the Club Secretary acknowledges that the Player has been made aware of the contents. Any suspension order resulting from failure to comply with this paragraph 4 shall be on the Club and the individual Player, subject to paragraph 108 below.

- 5 Clubs may participate in a pilot programme as set out by Council and will be required to abide by the regulations and terms of that programme.
- 6 Payment of any fine or costs in respect of disciplinary matters must be paid in accordance with the terms set out by the Affiliated Association.
- 7 Unless approval has been granted by The Association for such suspensions to be extended across all levels of football, any period of suspension under this Section Three shall apply only to football at Step 5 and below of the National League System. For example, a Player serving a period of suspension arising from this Section Three would not be precluded from participating in a Match in the FA Challenge Cup for a Club or team participating in any League above Step 5 of the National League System.

### **CHARGES**

- 8 An administration fee of £15.00 will be charged to the Player through their Club for the cost of processing each Charge.
- 9 References to cautionable offences in this Section Three shall include those punished by a temporary dismissal.
- 10 An Affiliated Association may issue a Charge against a Player in relation to an incident whether or not the same incident has been dealt with by the Referee and/or pursuant to this Section Three. In deciding whether or not to issue a Charge, an Affiliated Association will have particular (but not exclusive) regard to the following:
  - 10.1 any applicable Law(s) of the Game or rules and regulations or FIFA instructions and/or guidelines;
  - 10.2 the nature of the incident, and in particular any intent, recklessness, negligence or other state of mind of the Player;
  - 10.3 where applicable, the level of force used;
  - 10.4 any injury to any Participant caused by the incident;
  - 10.5 any other impact on the Match in which the incident occurred;
  - 10.6 the prevalence of the type of incident in question in football generally;
  - 10.7 the wider interests of football in applying consistent sanctions.
- 11 A Disciplinary Commission considering a Charge pursuant to paragraph 10 above shall have regard to any automatic suspension or sanction imposed pursuant to paragraphs 51 and 56 for the same incident when considering any sanction.

### **MATCH OFFICIALS' REPORTING OF OFFENCES TO AFFILIATED ASSOCIATIONS**

- 12 Where a Referee fails to show a Player the appropriate card when communicating a caution or a sending-off, the relevant disciplinary action shall not be invalidated. However, the attention of the Referee should be drawn to the correct procedure.
- 13 Referees must submit a report to the relevant Affiliated Association within two days of the Match (excluding Sundays) stating the cautionable, sending-off offences and/or extraordinary incidents. In the case of sending-off offences and extraordinary incidents, the Assistant Referees may also submit a report.
- 14 Reports related to Players participating in Matches in County Representative and FA County Youth Cup football must be sent to the Affiliated Association of the Club of the offending Player. A copy of each such report must also be provided to The Association.

- 15 An Affiliated Association may reserve the right not to process a caution if the report is deemed to be invalid for any reason.

### NOTIFICATION OF CAUTIONABLE AND SENDING-OFF OFFENCES

- 16 A Player who has been cautioned or sent off in a Match will be notified by the relevant Affiliated Association, through their Club, of:
- 16.1 the cautionable and/or sending-off offence reported by the Referee to the Affiliated Association;
  - 16.2 in the case of a cautionable offence, the total number of cautions accumulated by the Player under this Section Three during the current playing season; and
  - 16.3 any automatic suspension, fine or other consequences resulting from an accumulation of cautions, sending-off offence and/or multiple temporary dismissals pursuant to paragraphs 51 and 56 below. Any automatic suspension will take effect regardless as to whether the notification is received by the Club from The Association before it is due to take effect in accordance with this Section Three.
- 17 Save for single cautionable offences also punished by a temporary dismissal, a fee will be charged to the Player through their Club for the cost of processing each notification made in accordance with paragraph 16 above. The applicable fee is £12.00 for each notification of a cautionable offence and £15.00 for each notification of a sending-off offence. It is the responsibility of the Club to collect the fee from the Player and forward it to the Affiliated Association upon request.

### MISTAKEN IDENTITY (CAUTIONABLE OR SENDING-OFF OFFENCES)

- 18 Where a Player has been cautioned or sent off in a Match but claims they have been the victim of mistaken identity, that Player or their Club may make a claim of mistaken identity in relation to that cautionable or sending-off offence in accordance with the procedure set out at paragraphs 19 to 20 below.

#### Making a Claim of Mistaken Identity

- 19 To make a claim of mistaken identity, the Players concerned and their Club must submit to the Affiliated Association:
- 19.1 written particulars upon which the claim is founded (which must include identifying specifically the name of the Player responsible for the relevant offence);
  - 19.2 any evidence in support of the claim; and
  - 19.3 the relevant fee as set out in paragraph 36.
- 20 The relevant timings for a Player or their Club to make a claim of mistaken identity are as follows:

| TIMINGS                        |                                                        | GENERAL GUIDE* |
|--------------------------------|--------------------------------------------------------|----------------|
| <b>Claim / Evidence</b>        | 5pm on the third Business Day following the incident   | Wednesday      |
| <b>Disciplinary Commission</b> | To be determined prior to the suspension being served. | Friday         |

\* based on a Match taking place on Saturday or Sunday

#### Disciplinary Commission Procedure

- 21 If the Affiliated Association is satisfied that the claim of mistaken identity warrants further investigation, a Disciplinary Commission shall be convened and will meet before any automatic suspension is due to take effect.

- 22 The Disciplinary Commission shall determine the matter on video and/or written evidence only, and parties shall not be present or represented in person. For the avoidance of doubt, none of the Match Officials nor the Club or Player are entitled to be present or represented in person at the Disciplinary Commission established for such purpose.
- 23 If the appointed Disciplinary Commission is satisfied that the claim of mistaken identity has been proven, the record of the offence will be transferred to the appropriate offender, who will be subject to any applicable disciplinary consequences in accordance with this Section Three.

### WRONGFUL DISMISSAL (SENDING-OFF OFFENCES)

#### General

- 24 Where a Player has been sent off in a Match but claims that the dismissal was wrongful, that Player and their Club may seek to limit the disciplinary consequences of that dismissal by making a claim of wrongful dismissal in accordance with the procedure set out in paragraphs 26 to 28 below. In order to demonstrate that the decision was wrongful, the Player and/or their Club must establish that the Referee made an obvious error in dismissing the Player.
- 25 A Player and their Club may make a claim of wrongful dismissal for any sending-off offence under the provisions of Law 12 of the Laws of the Game, save for where the Player is sent off for a) receiving a second caution in the same Match or b) using offensive, insulting or abusive language and/or gestures.

#### Making a Claim of Wrongful Dismissal

- 26 Where a Player and their Club intend to make a claim of wrongful dismissal, they must notify the Affiliated Association that they intend to make such a claim. Notification can be provided to the Affiliated Association by fax or email. If confirmation is provided via email it should be sent to [discipline@\[insert name of county\]fa.com](mailto:discipline@[insert name of county]fa.com) – for example [discipline@kentfa.com](mailto:discipline@kentfa.com).
- 27 To make a claim of wrongful dismissal, the Player and their Club must submit to the Affiliated Association:
- 27.1 written particulars upon which the claim is founded;
  - 27.2 any evidence in support of the claim (this must include video footage showing the incident if available); and
  - 27.3 the relevant fee as set out in paragraph 36.
- 28 The relevant timings for a Player and their Club to make a claim of wrongful dismissal are as follows:

|                                                    | TIMINGS                                               | GENERAL GUIDE* |
|----------------------------------------------------|-------------------------------------------------------|----------------|
| <b>Notification of Intention to Submit a Claim</b> | 5pm on the second Business Day following the incident | Tuesday        |
| <b>Claim / Evidence</b>                            | 5pm on the fourth Business Day following the incident | Thursday       |
| <b>Disciplinary Commission</b>                     | To be determined prior to the suspension being served | Friday         |

\* based on a Match taking place on Saturday or Sunday

- 29 Upon receipt of a claim of wrongful dismissal by the Affiliated Association, it will determine whether the claim is capable of acceptance by determining whether the claim complies with

the requirements set out at paragraph 27 above and the timings set out at paragraph 28 above.

- 30 Claims of wrongful dismissal accepted by the Affiliated Association will be placed before a Disciplinary Commission for consideration as soon as possible but no later than the date upon which an automatic suspension is due to take effect.

### **Disciplinary Commission Procedure**

- 31 The Disciplinary Commission shall determine the matter on video and/or written evidence only, and parties shall not be present or represented in person. For the avoidance of doubt, none of the Match Officials nor the Club or Player are entitled to be present or represented in person at the Disciplinary Commission established for such purpose.
- 32 After considering the evidence, the Disciplinary Commission will decide whether the claim of wrongful dismissal is rejected or is successful. A claim will only be successful where the Disciplinary Commission is satisfied that the Referee made an obvious error in dismissing the Player.
- 33 If the claim of wrongful dismissal is successful, the automatic suspension will be withdrawn the fee is returned to the Player and their Club. If the claim is unsuccessful, the fee is not returned to the Player and their Club.
- 34 Where the standard punishment is withdrawn, the sending-off offence shall not be counted for the purposes of paragraph 58 below.
- 35 Notwithstanding the outcome of a claim of wrongful dismissal, the relevant sending-off offence will remain on the record of the Club and the Player.

### **FEE FOR CLAIMS OF MISTAKEN IDENTITY OR WRONGFUL DISMISSAL**

- 36 The following fees apply in respect of claims of mistaken identity or wrongful dismissal proceeding under this Section Three:

| LEVEL OF CLUB                           | FEE |
|-----------------------------------------|-----|
| Steps 5-7 of the National League System | £50 |
| Outside of the National League System   | £30 |

### **CLEARLY INSUFFICIENT CLAIMS (SENDING-OFF OFFENCES)**

#### **General**

- 37 In truly exceptional circumstances, an Affiliated Association may seek to increase the disciplinary consequences of a sending-off offence by making a claim that the standard punishment is clearly insufficient. An Affiliated Association may bring such a claim where it is satisfied that the standard punishment otherwise applicable to the sending-off offence would be clearly insufficient. Such claims may only be made by an Affiliated Association for the following sending-off offences: (a) serious foul play; (b) violent conduct; or (c) spitting at an opponent or any other person.
- 38 The ability for an Affiliated Association to bring a claim under paragraph 37 above is provided only so exceptional cases may be rectified. It is not intended to lead to the systematic, regular review of standard punishments. Disciplinary Commissions will be instructed to approach such cases with these principles in mind and it is envisaged that, for the vast majority of sending-off offences, the standard punishments applicable pursuant to paragraph 57 below will be appropriate and will be applied.
- 39 Where an Affiliated Association brings such a claim:
- 39.1 a Referee's report showing that a Player was sent off for a) serious foul play; (b) violent conduct; or (c) spitting at an opponent or any other person shall be

- conclusive evidence that the Player committed the relevant sending-off offence under Law 12 of the Laws of the Game and shall not be subject to challenge, save for where a sending-off is subject to a claim for wrongful dismissal pursuant to paragraph 24 above; and
- 39.2 the Player will be provided notice of the claim together with any evidence in support of the claim and will be invited to submit a written reply to the claim together with any evidence and submissions in support of that reply.
- 40 A Disciplinary Commission that considers a claim of wrongful dismissal is concerned with only the question of whether any sanction of a suspension from play is one which should be imposed in view of the facts of the case. This role is not to usurp the role of the Referee.
- 41 Notwithstanding the outcome of a claim made by an Affiliated Association pursuant to paragraph 37 above:
- 41.1 the Player will be suspended for at least one Match, save where a successful claim for wrongful dismissal is made pursuant to paragraph 24 above; and
- 41.2 the sending-off offence:
- 41.2.1 will remain on the record of the Club and the Player;
- 41.2.2 will remain the subject of the administration fee set out in paragraph 17 above; and
- 41.2.3 will still accrue the applicable number of penalty points as set out in paragraph 90 below.

### **Disciplinary Commission**

- 42 A claim made by an Affiliated Association pursuant to paragraph 37 above will be determined by a Disciplinary Commission on the basis of video and/or written evidence only, and parties shall not be present or represented in person. For the avoidance of doubt, none of the Match Officials nor the Club or Player are entitled to be present or represented in person at the Disciplinary Commission established for such purpose.
- 43 Claims pursuant to paragraph 37 above will be placed before a Disciplinary Commission for consideration prior to the commencement of the automatic suspension (if possible) but in any event no later than the date upon which an automatic suspension is completed.
- 44 A Disciplinary Commission will be convened to decide the matter on any relevant video and written evidence submitted.
- 45 The following procedures will be used at a Disciplinary Commission unless the Disciplinary Commission thinks it appropriate to amend them:
- 45.1 the Disciplinary Commission Secretary will produce:
- 45.1.1 the Referee's report, reports from any other Match Official and any other evidence supporting the Referee's action;
- 45.1.2 any video and written evidence provided in support of the claim.
- 45.1.3 the written reply and all evidence and submissions provided by the Player in response to the claim.
- 45.2 after considering the evidence, the Disciplinary Commission will decide whether the claim should be successful or rejected.
- 45.3 The claim will only be successful where the Affiliated Association satisfies the Disciplinary Commission so that it is sure that:
- 45.3.1 the circumstances of the sending-off offence under review are truly exceptional, such that the standard punishment should not be applied; and
- 45.3.2 the standard punishment would be clearly insufficient.

45.4 in considering the matters at paragraph 45.3, the Disciplinary Commission shall have regard to those factors set out at paragraphs 10.1 to 10.7 above.

45.5 in the event the claim is rejected, the Player shall serve the standard punishment.

45.6 in the event the claim is successful, the Disciplinary Commission will then decide on the additional punishment to be applied to the Player in respect of the sending-off offence. In deciding on such punishment, the Disciplinary Commission shall have regard to the matters at paragraphs 10.1 to 10.7 above.

46 The decision will be subject to appeal only:

46.1 in the event that the additional suspension imposed (over and above the automatic suspension) is in excess of three Matches; and

46.2 on the single ground that the additional suspension is excessive; and

46.3 in respect of that part of the additional suspension in excess of the additional three Matches, not accounting for any additional Matches included in the penalty as a result of a Player having served a suspension earlier in the same playing season.

For example, where a Player is suspended for 8 Matches following a sending-off for violent conduct, they may appeal only in respect of the two Matches in excess of the three automatic and three additional Match suspension.

47 Appeals shall proceed in accordance with Part C: Appeals - Non-Fast Track.

### **STANDARD PUNISHMENTS**

#### **Friendly Matches**

##### *Cautionable Offences*

48 An Affiliated Association shall only impose standard punishments in respect of cautionable offences committed by Players during Friendly Matches where Participants have agreed, for example as part of tournament rules, that such punishments apply. Any such punishment may only apply to Friendly Matches.

#### **Multiple Temporary Dismissals**

49 Where a Player is the subject of more than one temporary dismissal during a Friendly Match, that Player will receive an automatic suspension of 1 Friendly Match and a fine of £25.00.

##### *Sending-Off Offences*

50 The commission of a sending-off offence by a Player in a Friendly Match will result in that Player receiving an automatic suspension from Friendly Matches until such time as their Club has completed its next Friendly Match, as decided by the relevant Affiliated Association.

#### **Competitive Matches**

##### *Accumulation of Cautions*

51 The accumulation of a set number of cautions by a Player in the same Football Category or Competition during a playing season will, subject to any applicable cut-off points, result in that Player receiving an automatic suspension and/or fine.

52 The relevant automatic suspensions and/or fines, the applicable cut-off points and the Football Categories or Competition in which the automatic suspensions are to be served are as set out in Table 7. Unless otherwise stated, such automatic suspensions shall only be served in the Football Category or Competition in which the cautions were accumulated.

53 Where a Player accumulates 20 cautions in the same Football Category (as set out in Table 7) during a playing season, that Player shall be required to attend a Disciplinary Commission within seven days of the date of the last caution. The Disciplinary Commission shall have the power to deal with the Player in such manner as it deems fit. The same

procedure will apply for every further five cautions received by that Player during the same playing season.

- 54 For the avoidance of doubt, the accumulation of cautions by a Player in relation to Matches in the same Football Category shall include those that are punished by a temporary dismissal.
- 55 Where a Player is the subject of more than one temporary dismissal during a Match in a Football Category, that Player will receive a fine of £25.00 and an automatic suspension of 1 Match to be served in the same Football Category in which the temporary dismissals were incurred.

### *Sending-Off Offences*

- 56 The commission of a sending-off offence by a Player will result in that Player receiving an automatic suspension and/or fine.
- 57 The relevant automatic suspensions and/or fines arising from a sending-off offence by a Player and the Football Category and Competition(s) in which the automatic suspensions are to be served are as set out in Table 8.

### *Additional Sending-Off Offences*

- 58 A Player who, in the same playing season, has previously been sent off in a Match, will be automatically suspended for one extra Match for each such previous sending-off offence in addition to the automatic suspension applicable to the latest sending-off offence as set out in Table 8.

### *Commencement of Suspension*

- 59 Any period of suspension arising from an accumulation of cautions, a sending-off offence or multiple temporary dismissals will commence on the seventh day following either the date of the last offence (in relation to an accumulation of cautions) or the date of the relevant offence(s) (in relation to multiple temporary dismissals and sending-off offences), irrespective of whether paperwork has been received from the relevant Affiliated Association.

### *Period of Suspension*

- 60 During a period of suspension, a Player will
- 60.1 be suspended from operating as a Match Official:
  - 60.2 will remain eligible to play in Matches in a Football Category (or Competition) other than that to which the suspension applies.
- 61 If the suspension is as a result of a Charge, during the whole period of suspension the Player is suspended from playing all football (including Friendly Matches). The Football Categories affected by this paragraph are Saturday, Sunday, Midweek, Veterans, Further Education and Representative Football. This will be deemed to be a suspension from playing only, unless specified otherwise by a Disciplinary Commission.
- 62 A period of suspension will be complete once the Player's team has completed the appropriate number of Matches in the Football Category or Competition in which the suspension must be served as set out in Tables 7 and 8. In respect of suspensions arising from County Association and League Representative Football, any such suspension will be from Representative Football only and not any other Football Category unless a Disciplinary Commission has specified that the suspension is to be from all football.
- 63 In exceptional cases, the Player may make a claim to the Affiliated Association that a suspension from all football is disproportionately harsh due to the period taken to serve the suspension. In such circumstances, The Association may at its absolute discretion amend the suspension so that it applies only to a single Football Category.

- 64 Where a Player has to serve more than one suspension at the same time the following criteria will apply:
- 64.1 any suspensions arising from this Section Three and due to commence on the same date will result in the total number of Matches involved running consecutively.
  - 64.2 any suspensions that overlap (i.e. where a suspension starts before the previous suspension ends) will also run consecutively.
  - 64.3 Matches cannot be used more than once to cover two or more suspensions.

### *Payment to Players Under Suspension*

- 65 During a Player's applicable period of suspension, Clubs must not pay a Player more than the basic wage payable under the Player's contract (where applicable).

### *Outstanding Suspensions*

- 66 Subject to paragraph 67 below, any period of suspension or part thereof arising from this Section Three or as a result of a Charge which remains outstanding at the end of playing season must be served at the commencement of the following playing season.
- 67 Any period of suspension or part thereof arising from an accumulation of cautions in relation to the FA Cup or FA Vase which remains outstanding at the end of the playing season will be repealed and need not be served at the commencement of the following playing season.
- 68 Affiliated Associations will impose split suspension periods where suspensions have to be carried over to the following playing season. The last day of the first suspension period shall be the Player's team's last competitive Match of the playing season. The suspension will recommence upon that team's start of the following playing season.

### *Players Moving Between Clubs*

- 69 Where a Player moves between Clubs at a time when that Player is subject to a suspension, the following shall apply:
- 69.1 until the Player moves, the suspension shall be served by reference to Matches completed by the Club from which the Player moves;
  - 69.2 where the Club that the Player moves to is within the same level as the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall be served by reference to Matches completed by the Club to which the Player moves;
  - 69.3 where the Club that the Player moves to is within a different level as the Club that the Player moves from, any remaining period of suspension at the time that the Player moves shall continue to be served by reference to Matches completed by the Club that the Player moves from unless dispensation has been granted in writing by The Association for the suspension to be served with reference to Matches completed by the Club to which the Player moves.
- 70 For the purposes of paragraph 69, Clubs compete at three different levels. Each level is comprised as follows:
- 70.1 Premier League, EFL Leagues and the National League;
  - 70.2 The National League (North and South Divisions), the Isthmian League, the Northern Premier League and the Southern League;
  - 70.3 Steps 5 to 7 of the National League System, or any other League outside the National League System which operates a match-based disciplinary system.
- 71 Paragraph 69 applies to all moves by Players between Clubs which are completed and evidenced to the satisfaction of The Association, however they occur. This includes, but is not limited to, all transfers, loans and the expiration of loans, and Players whose



registration is cancelled by the Club that the Player moves from, where that Player is subsequently registered by the Club that the Player moves to.

- 72 Players who are otherwise eligible (i.e. but for any suspension) to play for two or more Clubs competing at the level referred to at paragraph 70.3 above will not be taken to have moved between those Clubs for the purposes of this paragraph by virtue only of the fact that they are so eligible to play for them.

### *Re-arranged Matches*

- 73 A Disciplinary Commission may determine that a Match shall not count towards the completion of a suspension if it is satisfied that the Match has been arranged by the Club with a view to enabling a Player to complete their suspension and thus enable the Player to play in a specific Match.

## **RESPECT SANCTION SYSTEM**

### **Respect Offences**

- 74 A Respect Offence for the purposes of Respect Sanctions comprises any of the following:
- 74.1 a caution received by a Player for dissent;
  - 74.2 a sending-off of a Player for using offensive, insulting or abusive language and/or gestures;
  - 74.3 or any proven Charge issued to a Player or an occupant of the technical area for Misconduct on a Match day.
- 75 Where any team accumulates a set number of Respect Offences during a playing season, a Respect Sanction shall be imposed on that team's Club in accordance with the table at paragraph 77 below.
- 76 Where any team accumulates 20 Respect Offences during a playing season, that team's Club shall be issued a Charge for a breach of Rule E20. Further Charges for a breach of Rule E20 shall be issued against the team's Club for every five Respect Offences accumulated after the twentieth.

### **Respect Sanctions**

- 77 The Respect Sanctions referred to in paragraph 75 above are as follows:

|                                                                                    | STAGE 1<br>ACCUMULATION<br>OF 6 RESPECT<br>OFFENCES | STAGE 2<br>ACCUMULATION<br>OF 10 RESPECT<br>OFFENCES | STAGE 3<br>ACCUMULATION<br>OF 15 RESPECT<br>OFFENCES | STAGE 4<br>ACCUMULATION<br>OF 20 RESPECT<br>OFFENCES |
|------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------------------------|------------------------------------------------------|------------------------------------------------------|
| STEP 5                                                                             | Warning as to future<br>conduct                     | £150                                                 | £300                                                 | Club issued with a<br>Charge                         |
| STEP 6                                                                             |                                                     | £75                                                  | £150                                                 |                                                      |
| Outside<br>the<br>National<br>League<br>System<br>(including<br>Youth<br>Football) |                                                     | £50                                                  | £100                                                 |                                                      |

- 78 An administration fee of £10.00 will be charged to the team's Club for the cost of processing each Respect Sanction.

### Responding to the imposition of a Respect Sanction

- 79 A Club may submit a written plea in mitigation in respect of the Respect Sanctions imposed at Stages 2 and 3 only and this mitigation may be considered by a Disciplinary Commission at a non-personal hearing.
- 80 There is no right of appeal in relation to the Respect Sanctions imposed up to and including Stage 3.

### DISCIPLINARY ACTION AGAINST CLUBS – MULTIPLE OFFENCES IN A SINGLE MATCH

- 81 An Affiliated Association will take disciplinary action against a Club if six or more Players in one of a Club's teams are either cautioned or sent off in a single Match.

#### Clubs at Steps 5 to 6 of the National League System

- 82 On the first occasion that this happens in a playing season, the Affiliated Association will impose an automatic fine on the Club in accordance with the following table:

| STEP OF THE NATIONAL LEAGUE SYSTEM | FINE |
|------------------------------------|------|
| Step 5                             | £150 |
| Step 6                             |      |

- 83 For each successive occasion that this happens in the same playing season, the automatic fine imposed by the Affiliated Association will be a fine that is double and then treble (and so on) the amount set out in the table at paragraph 82 above.

#### Clubs Outside the National League System

- 84 On the first occasion that this happens in a playing season, the Affiliated Association will issue a Charge against the Club and warn the Club as to the future conduct.
- 85 On the second occasion that this happens in the same playing season, the Affiliated Association will impose an automatic fine on the Club of £25. For each successive occasion that this happens in the same playing season, the automatic fine imposed by the Affiliated Association will increase by £25.

#### Plea in Mitigation

- 86 In truly exceptional circumstances, a Club may submit a written plea in mitigation against the imposition of a fine under paragraphs 82, 83 or 85 above.

### DISCIPLINARY ACTION AGAINST CLUBS – ACCUMULATION OF PENALTY POINTS BY A CLUB'S PLAYERS

#### General

- 87 The purpose of the penalty points system is to assess the disciplinary record of Players of each of a Club's teams across a playing season.
- 88 The number of penalty points accumulated by a one of a Club's teams is calculated in accordance with paragraphs 89 to 90 below.

#### Calculating Penalty Points Totals

- 89 Each cautionable offence and sending-off offence committed by a team's Players in each Match during a playing season (together with each Charge issued to a team's Players in that playing season) will incur that team a set number of penalty points.

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## On-Field Disciplinary Procedures

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- 90 The number of penalty points incurred for a cautionable offence, each sending-off offence and Charge are as follows:

| TYPE OF OFFENCE/CHARGE                                                                                                                                             | PENALTY POINTS INCURRED                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Cautionable Offences                                                                                                                                               | 1 penalty point (with the exception of a caution for dissent, which will incur 2 penalty points) |
| Denying the opposing team a goal or an obvious goal-scoring opportunity by a handball offence                                                                      | 3 penalty points                                                                                 |
| Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick | 3 penalty points                                                                                 |
| Serious foul play                                                                                                                                                  | 5 penalty points                                                                                 |
| Spitting at an opponent or any other person                                                                                                                        | 7 penalty points                                                                                 |
| Violent conduct                                                                                                                                                    | 6 penalty points                                                                                 |
| Using offensive, insulting, or abusive language and/or gestures                                                                                                    | 4 penalty points                                                                                 |
| Receiving a second caution in the same Match                                                                                                                       | 3 penalty points                                                                                 |
| Charge                                                                                                                                                             | 5 penalty points (subject to any increase by the Disciplinary Commission)                        |

### Accumulation of Penalty Points

- 91 Where a team accumulates 75 penalty points during a playing season, that team's Club shall be issued a Charge for a breach of Rule E20.

### DISCIPLINARY ACTION AGAINST CLUBS - MISCELLANEOUS

- 92 A Club may be the subject of a Charge for a breach of Rule E20 where that Club:
- 92.1 has been the subject of two or more proven Charges where the Matches to which the Charges relate were abandoned as a result of the Misconduct;
  - 92.2 has four or more incidents of violent conduct across any of its teams. Violent conduct includes all sending-off offences for violent conduct and any proven Charge relating to an assault on a Match Official, physical contact on a Match Official or assault on a Participant; or
  - 92.3 has two or more Charges for an Aggravated Breach issued against any of the Club's Players in a 12-month period which are found proven.

### ABANDONED MATCHES

- 93 If a Referee's report indicates that a Match has been abandoned due to alleged acts of Misconduct of either team, the Affiliated Association shall without delay conduct an investigation in to the matter.
- 94 Following the investigation, the Affiliated Association, may issue a Charge against the Club or the relevant Participants.
- 95 A Disciplinary Commission shall meet to consider the Charge within 28 days of the abandoned Match.

### OFFENCES AGAINST MATCH OFFICIALS

#### Categories of Offence

- 96 The three categories of offence against Match Officials are as follows:
- 96.1 *Threatening behaviour*: words or action that cause the Match Official to believe that they are being threatened. Examples include but are not limited to: the use of words that imply (directly or indirectly) that the Match Official may be subjected to any form of physical abuse either immediately or later, whether realistic or not; the raising of hands to intimidate the Match Official; pretending to throw or kick an object at the Match Official.
- 96.2 *Physical contact or attempted physical contact*: physical actions (or attempted actions) that are unlikely to cause injury to the Match Official but are nevertheless confrontational, examples include but are not limited to: pushing the Match Official or pulling the Match Official (or their clothing or equipment); and
- 96.3 *Assault or attempted assault*: acting in a manner which causes or attempts to cause injury to the Match Official (whether or not it does in fact cause injury), examples include, but are not limited to, causing and/or attempting to cause injury by spitting (whether it connects or not), causing and/or attempting to cause injury by striking, or attempting to strike, kicking or attempting to kick, butting or attempting to butt, barging or attempting to barge, kicking or throwing any item directly at the Match Official.

#### Investigation and Process

- 97 If a Match Official's report indicates that an offence has been committed against a Match Official (as categorised in paragraph 96 above), the Affiliated Association will without delay investigate the Match Official's report.
- 98 Following the investigation, the Affiliated Association, if it is satisfied that a prima facie case can be made out against the alleged offender, may:
- 98.1 issue a Charge against the Participant; and
- 98.2 may issue an Interim Suspension Order in accordance with paragraph 113 below which shall only be lifted in accordance with paragraph 115 below.
- 99 The Affiliated Association will take all reasonable steps to notify the Participant (and their Club, where applicable) of the Interim Suspension Order issued in accordance with paragraph 98.2 above.
- 100 The Charge must be adjudicated by a Disciplinary Commission within 28 days of the Interim Suspension Order being issued unless the period is extended by the Association providing written dispensation prior to the expiry of 28 days.
- 101 Where a Charge issued in accordance with paragraph 98.1 above has been found proven against the Participant, a Disciplinary Commission shall impose sanctions in accordance with this paragraph 101:

### **Sanction range (Suspension)**

A Disciplinary Commission shall impose an immediate suspension within a range based on the category of offence committed (as set out below). A Disciplinary Commission shall take all aggravating and mitigating factors into account, including, but not limited to, those listed in paragraph 102, when determining the level of sanction within the range.

Unless otherwise stated, the lowest end of the applicable range shall operate as a standard minimum suspension. A Disciplinary Commission may impose an immediate suspension in excess of the upper limit in circumstances where aggravating factors of significant number or weight are present.

#### *Threatening behaviour:*

- 101.1 suspension from all football activity for a period of between 56 days and 182 days. The recommended entry point, prior to considering any mitigating or aggravating factors, is 112 days.
- 101.2 a fine of up to £100, with a mandatory minimum fine of £50.
- 101.3 an order that the Participant completes an education programme before the time-based suspension is served.

#### *Physical contact or attempted physical contact:*

- 101.4 suspension from all football activities for a period of between 112 days and 2 years. The recommended entry point, prior to considering any mitigating or aggravating factors is 182 days.
- 101.5 a fine of up to £150, with a mandatory minimum fine of £75.
- 101.6 an order that the Participant completes an education programme before the time-based suspension is served or within 28 days of the Disciplinary Commission's decision, whichever is the later.

#### *Assault or attempted assault:*

- 101.7
  - 101.7.1 immediate suspension from all football activity for a period of between 5 years and 10 years, subject to the following:
  - 101.7.2 where the Participant is aged 14 or under, the standard minimum suspension shall be 2 years; and
  - 101.7.3 where any assault causes serious injury to the Match Official, the standard minimum suspension shall be 10 years.
- 101.8 an order that the Participant completes an education programme before the time-based suspension is served.

### 102 Factors to be considered when determining sanction

A Disciplinary Commission will have due regard to the circumstances and seriousness of the incident when determining the appropriate sanction and whether (and to what extent) to depart from any sanction range applicable to the offence (subject to any applicable standard minimum suspensions).

The Disciplinary Commission shall consider any aggravating and mitigating factors, to include, but not limited to:

#### *Aggravating factors*

- The degree of force or threatening behaviour used.
- The profile of the Participant, including where they hold a position of responsibility within their Club or organisation (e.g. Club captain, Club chair, a member of the Club's senior management).
- The relative ages of the Participant and the Match Official at the time of the offence, particularly where the Match Official was a minor and the Participant was not.

- Failure to co-operate with the Affiliated Association.
- Previous disciplinary record of the Participant.
- Any attempt to conceal the breach.
- The extent of any premeditation.
- The overall impact on the reputation and integrity of the game

### *Mitigating factors*

- Admission at the earliest opportunity.
- Demonstration of genuine remorse.
- Co-operation with the Affiliated Association.
- Age of the Participant.
- Previous disciplinary record of the Participant.

- 103 A Match Official who has reported a Participant for an offence against them may make a written request for notification of the decision and any sanctions imposed, which must be made available to the Match Official at the earliest opportunity.

### **ASSAULTS BY PARTICIPANTS ON OTHER PARTICIPANTS**

- 104 If a Match Official's report indicates that a Participant has perpetrated an assault on another Participant causing serious bodily harm before, during or after a Match, the Affiliated Association shall without delay investigate the Referee's report.
- 105 Following the investigation, the Affiliated Association, if it is satisfied that a prima facie case can be made out against the alleged offender, may:
- 105.1 issue a Charge; and
- 105.2 may issue an Interim Suspension Order in accordance with paragraph 113 below against the alleged offender from all football activity until a Disciplinary Commission has adjudicated on the matter.
- 106 A Disciplinary Commission shall meet to consider the Charge within 28 days of (the date of) the Charge letter.
- 107 The recommended (or mandatory, where stated) sanctions where a Charge issued in accordance with paragraph 105.1 above has been found proven against the Participant are as follows:

| PARTICIPANT CHARGED | RECOMMENDED / MANDATORY MINIMUM SANCTIONS                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Player              | 1. Mandatory minimum: suspension for all football activity for 140 days                                                                                                                                                                                                                                                                                                                                                                                  |
| Club Official       |                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Match Official      | <p>2. £150 fine</p> <p>1. Mandatory suspension from all football and football activity for 5 years from the date of suspension. Where the assault causes serious injury the suspension period should be extended to 10 years.</p> <p>2. A recommendation to the relevant Referees' Committee that the Match Official's registration is removed and no request for reinstatement is to be allowed until the suspension has been completed or removed.</p> |

### **FAILURE TO COMPLY**

- 108 Where a Participant fails to comply with any applicable deadlines or other procedural requirements set out in this Section Three, the Participant's right to a personal hearing or right to make a plea in mitigation is forfeited and the Disciplinary Commission may deal with the reported Misconduct on such evidence as is available.

- 109 Where a Player or their Club fails to respond to a request for information (to include, but not limited to, a request pursuant to paragraph 4 above):
- 109.1 a fine will be imposed and a further seven days given to respond;
  - 109.2 failure to respond within the further seven days will result in the Player and the Player's team being suspended from all football activities from the following Monday; and
  - 109.3 may result in a Charge against the Player, their Club (or both).
- 110 The Club Secretary must make Players aware of the applicable punishment where an automatic suspension and/or sanction applies. The Club Secretary must sign and return the reply form to the Affiliated Association by the response date. By signing the form, the Club Secretary is confirming that they have made the Player so aware.
- 111 Where a Participant has been issued with a Charge both the Club Secretary and the Participant will be required to sign and return the form to the Affiliated Association.
- 112 When dealing with compliance issues the Affiliated Association must consider the following:
- 112.1 whether the Player has responded to their Club;
  - 112.2 whether the Club has failed to pass on the Player's reply;
  - 112.3 whether the Club has informed the Affiliated Association that the Player has failed to respond; and
  - 112.4 whether the Player has left the Club.

### **SUSPENSION PENDING MISCONDUCT HEARING**

- 113 An Affiliated Association shall have the power, in consultation with and upon the agreement of The Association, to issue an Interim Suspension Order in relation to a Club Official affiliated to, or a Player registered with, that Affiliated Association where the Club Official or Player has been:
- 113.1 issued with a Charge by the Affiliated Association in relation to an alleged act of serious Misconduct;
  - 113.2 charged with a criminal offence; or
  - 113.3 charged by a League in connection with disciplinary action pursuant to the relevant regulations of the League.
- 114 As soon as reasonably practicable, notification of an Interim Suspension Order shall be communicated to the Player and/or the Club.
- 115 The Interim Suspension will be lifted when either the Charge is dealt with by a Disciplinary Commission, the criminal charges are withdrawn or found not to have been proven or the charge has been dealt with by the League.

### **DISCIPLINARY PROCEEDINGS BEFORE DISCIPLINARY COMMISSIONS**

#### **General**

- 116 These provisions should be read in conjunction with:
- 116.1 Part A: General Provisions;
  - 116.2 Part G: Appendix II: County and Other Affiliated Associations – Hearings before Disciplinary Commissions.
- 117 Disciplinary proceedings shall commence no later than 90 days from receipt by the Affiliated Association of the report of alleged Misconduct, and, subject to paragraph 118, the outcome shall be determined no later than 180 days. In the event of non-compliance with these time limits, the disciplinary proceedings shall be void, unless written dispensation is received from The Association to extend or dispense with either or both of

these time limits. If deemed reasonable, any period of delay requested or caused by the Participant shall not count towards these time limits.

- 118 Where an Interim Suspension Order has been imposed or where the Misconduct relates to playing whilst suspended, the Affiliated Association must aim to conclude disciplinary proceedings within 28 days.
- 119 A Disciplinary Commission, which shall comprise members appointed by the Affiliated Association, shall be appointed by the Affiliated Association to consider a Charge. It shall comprise of not less than three nor more than five members. The appointed Disciplinary Commission shall have no previous personal knowledge of the events or any involvement with any of the Participants concerned.
- 120 Financial penalties for Misconduct must not be imposed on any Player in Youth Football. Where a punishment or Disciplinary Commission decision applicable to a Player in Youth Football includes any financial sanction, the Player's Club shall pay the sum imposed.

### **Personal Hearings**

#### *Right to Request a Personal Hearing*

- 121 A Participant issued with a Charge has the right to a personal hearing on request.
- 122 A Disciplinary Commission may, whether on the application of one of the parties or otherwise, require a Participant (whether before or during a hearing) to attend before it to provide information, in which case questions may be put to them by the Disciplinary Commission.
- 123 Where the Participant accepts the Charge, the appropriate Match Official(s) will not be required to attend a Disciplinary Commission. If the Participant denies the Charge, the appropriate Match Official(s) may be required to attend the Disciplinary Commission.
- 124 The Participant, through their Club Secretary, shall be notified of:
- 124.1 the date, time and venue fixed for the hearing; and
- 124.2 the attendance of any witnesses in support of the Charge, in particular the Match Official(s) on whose report the Charge has been issued.
- 125 Both the Participant issued with the Charge and the Match Official(s) concerned should be given a minimum 14 days' notice of details of the personal hearing. Any written request to the Disciplinary Commission for a postponement of the personal hearing should be given consideration. If the reason submitted is considered valid, then a postponement should be granted, and in such circumstances costs may be charged. A request for a second postponement by the same party should not ordinarily be granted.

#### *Personal Hearing Procedures*

- 126 In the case of a Participant under 18 years of age on the date fixed for the hearing, the hearing shall take place either in the presence of a parent or guardian of the Participant or another appropriate adult.
- 127 At a personal hearing a Disciplinary Commission may adopt such procedures as it considers appropriate and expedient for the just determination of the Charge.
- 128 Subject to paragraph 127 above, a Disciplinary Commission shall follow the procedure set out in "County and Other Affiliated Associations – Hearings before Disciplinary Commissions" (at Part G: Appendix II).

### **Disciplinary Commission Decisions and Costs**

- 129 Save where otherwise provided, a Disciplinary Commission may impose such penalties as provided for in paragraph 40 of Part A: General Provisions Section Two.
- 130 Where the Charge is found not proven, any record of it will be expunged from the Player's record.



- 131 Where the Charge is found proven the Disciplinary Commission will decide what punishment, if any, is to be imposed. In so doing, the Disciplinary Commission must consider the overall nature and effect of the offence(s) and the Player's disciplinary record during the current playing season and the previous five playing seasons and any plea in mitigation. In cases where the Disciplinary Commission can order costs in accordance with paragraph 132 below, it shall take into account any deposit lodged by the Player.
- 132 Where a personal hearing is requested in accordance with paragraph 121, and the Charge is subsequently found proven at that hearing, the Disciplinary Commission may, in addition to any other penalty, order:
- 132.1 the Player to pay all or part of the costs of the personal hearing. Such costs may include some or all of the costs incurred in relation to the holding of the Disciplinary Commission.
  - 132.2 any deposit lodged by the Player be forfeited.
- 133 Where:
- 133.1 a personal hearing is requested in accordance with paragraph 121, and the Charge is subsequently not found proven at that hearing;
  - 133.2 a Player is instructed to attend a personal hearing by the Affiliated Association or the relevant Disciplinary Commission; or
  - 133.3 a case is considered on written submissions only,
- there shall be no costs order made against the Player. In such cases, any deposit lodged by the Player shall be returned.
- 134 Save where an appeal has been submitted in accordance with paragraph 139 below, any fines or costs that are ordered must be paid before the expiry of 14 days from the date of the order. Failure to make payment shall constitute Misconduct.
- 135 The Player and their Club are jointly and severally responsible for payment of any fine and costs. The Club shall take such action as may be necessary to recover any sum paid on the Player's behalf.

### **Notification of Disciplinary Commission Decisions**

- 136 Decisions of Disciplinary Commissions will be provided to the Player or (in the cases of Players) Club Secretaries of all Clubs for whom the Player is known to be currently playing and to the Player's home address if known. Each of these Club Secretaries is responsible for informing the Player of the decision.
- 137 The commencement date of any suspension imposed on a Player is at the discretion of the Disciplinary Commission, subject to the suspension starting on a Monday. Such date must allow for the time permitted for notification of an intention to appeal.
- 138 A Disciplinary Commission decision may be notified to the relevant Match Officials, subject to (a) the Player being aware of the decision, and (b) the Match Officials having requested to be so notified.

### **APPEALS FROM DISCIPLINARY COMMISSION DECISIONS**

- 139 Participants shall have the right to appeal decisions of a Disciplinary Commission to an Appeal Board in accordance with Part C: Appeals – Non-Fast Track. A Participant wishing to appeal must:
- 139.1 lodge notification of an intention to appeal within seven days of notification of the decision being appeal against;
  - 139.2 submit their appeal within 14 days of notification of the decision being appeal against.

- 140 The Association shall also have the right to appeal decisions of a Disciplinary Commission to an Appeal Board. Where The Association wishes to appeal it must submit its appeal within 28 days following the receipt of the reasons of the Disciplinary Commission.
- 141 In respect of any appeal made by a Participant against a decision of a Disciplinary Commission, upon application and its absolute discretion, the Judicial Panel Chairman may stay the effect of, or compliance by the Participant Charged with, a penalty or order of a Disciplinary Commission.

### **FURTHER DISCIPLINARY ACTION**

- 142 The rules or regulations of an Affiliated Association must provide for disciplinary action to be taken against a Player who fails to reimburse their Club where the Club has had a claim upheld in accordance with the Football Debt Recovery Regulations.
- 143 An Affiliated Association in formulating its rules and regulations for Misconduct may adopt and include the power to make an order that a Club whose Players are persistently the subject of proven Charges:
- 143.1 is censured and/or fined in accordance with the penalty point system in accordance with paragraphs 87 to 91 above;
  - 143.2 may have its affiliation suspended or cancelled;
  - 143.3 is subject to any other power approved in writing by The Association.
- 144 A power approved by The Association pursuant to paragraph 143.3 shall continue from year to year until such time as the approval is withdrawn. Such approval may be withdrawn by The Association giving notice in writing before 30 April in any year.

### **SECTION FOUR: PROVISIONS APPLICABLE TO TECHNICAL AREA OCCUPANTS**

#### **CHARGES**

- 1 The Association may issue a Charge against a Technical Area Occupant in relation to an incident whether or not the same incident has been dealt with by the Referee and/or pursuant to this Section Four.
- 2 A Regulatory Commission considering a Charge pursuant to paragraph 1 above shall have regard to any automatic suspension or sanction imposed pursuant to paragraphs 6 to 9 below for the same incident when considering any penalty in accordance with paragraph 40 of Part A: General Provisions Section Two.

#### **MATCH OFFICIALS' REPORTING OF CAUTIONS TO THE ASSOCIATION**

- 3 Referees must submit a report to The Association following a Match stating the cautions and providing a description of the incident(s).
- 4 The deadline for the submission of a report to The Association under paragraph 3 above is:
- 4.1 for Matches involving Clubs in Category 1 playing in First Team Competitive Matches, 12 noon on the day following the Match; and
  - 4.2 for Matches involving Clubs or teams in Category 3 and Category 5, within two days of the Match (excluding Sundays).

#### **NOTIFICATION OF CAUTIONS & NBSP;**

- 5 A Technical Area Occupant who has received a caution in a Match will be notified by The Association, through their Club, of:
- 5.1 the caution reported by the Referee to The Association;
  - 5.2 the total number of cautions accumulated by the Technical Area Occupant under this Section Four during the current playing season; and

- 5.3 any automatic touchline suspension or other consequences resulting from an accumulation of cautions pursuant to paragraph 7 below. Any automatic touchline suspension will take effect regardless as to whether the notification is received by the Club from The Association before it is due to take effect in accordance with this Section Four.

### **STANDARD PUNISHMENTS**

#### **Accumulation of cautions**

- 6 The accumulation of a set number of cautions by a Technical Area Occupant during a playing season will, subject to paragraph 11 below, result in that Technical Area Occupant receiving an automatic touchline suspension.
- 7 The relevant automatic touchline suspensions and the Competitions in which the automatic touchline suspensions are to be served are set out in Table 9.
- 8 Where an automatic touchline suspension is imposed on a Technical Area Occupant associated with a team in Category 5 in accordance with paragraphs 6 and 7 above, that individual shall be banned from entering the ground at which the relevant Match is to be played.
- 9 Where a Technical Area Occupant accumulates 16 cautions during a playing season, that Technical Area Occupant shall be required to attend a Regulatory Commission within seven days of the date of the last caution. The Regulatory Commission shall have the power to deal with the Technical Area Occupant in such manner as it deems fit. The same procedure will apply for every further four cautions received by that Technical Area Occupant.

#### **Commencement of Suspension**

- 10 Subject to paragraph 11 below, any period of suspension arising from an accumulation of cautions by Technical Area Occupants under this Section Four will:
- 10.1 for Matches involving Clubs in Category 1 playing First Team Competitive Matches commence forthwith; and
  - 10.2 for Matches involving Clubs or teams in Category 3 and Category 5, commence on the seventh day following the date of the last offence.
- Matches Exempt from an Automatic Period of Suspension arising from an Accumulation of cautions
- 11 The following Matches shall be exempt from any automatic period of suspension arising from an accumulation of cautions by Technical Area Occupants under paragraph 7 above:
- 11.1 Play-Off Matches (Semi-Finals and Finals) in the EFL Leagues, and National League System Leagues from Steps 1 to 4;
  - 11.2 the final of the FA Challenge Cup;
  - 11.3 the final of the EFL Cup;
  - 11.4 the final of the EFL Trophy; and
  - 11.5 the final of the FA Trophy;
  - 11.6 the final of the FA Women's Challenge Cup; and
  - 11.7 the final of the FA Women's League Cup.

For the avoidance of doubt, this paragraph 11 shall not apply to any period of suspension ordered by a Regulatory Commission pursuant to paragraph 9 above.

### **Outstanding Suspensions**

- 12 Any period of suspension or part thereof arising from this Section Four which remains outstanding at the end of the playing season will be repealed and need not be served at the commencement of the following playing season.

### **Technical Area Occupants Moving Between Clubs**

- 13 Where a Technical Area Occupant moves between Clubs to which this Section Four applies at a time when they are subject to a suspension, the following shall apply:
- 13.1 until the Technical Area Occupant moves, the suspension shall be served by reference to Matches completed by the Club from which that Technical Area Occupant moves;
  - 13.2 upon the Technical Area Occupant moving Club, any remaining period of suspension at the time the Technical Area Occupant moves shall be served by reference to Matches completed by the Club to which the Technical Area Occupant moves.
- 14 Where a Technical Area Occupant moves to a Club to which this Section Four does not apply, the suspension shall be suspended until such time as the Technical Area Occupant moves to a Club to which this Section Four does apply.

## AUTOMATIC SUSPENSIONS AND SANCTIONS

TABLES 1 - 2

**CATEGORY 1 PLAYERS OF CLUBS IN THE PREMIER LEAGUE, EFL LEAGUES, NATIONAL LEAGUE, THE FA WSL AND THE FAWC PLAYING FIRST TEAM COMPETITIVE MATCHES**

| TABLE 1: ACCUMULATION OF CAUTIONS         |                                |                                                                              |                                          |                                                              |
|-------------------------------------------|--------------------------------|------------------------------------------------------------------------------|------------------------------------------|--------------------------------------------------------------|
| COMPETITION IN WHICH CAUTIONS ACCUMULATED | NUMBER OF CAUTIONS ACCUMULATED | CUT-OFF POINT (UP TO AND INCLUDING)                                          | AUTOMATIC SUSPENSION/ SANCTION           | COMPETITIONS TO WHICH AUTOMATIC SUSPENSION/ SANCTION APPLIES |
| Premier League                            | 5                              | 19 Premier League Matches                                                    | 1 Match                                  | Premier League                                               |
|                                           | 10                             | 32 Premier League Matches                                                    | 2 Matches                                |                                                              |
|                                           | 15                             | Last day of the same playing season                                          | 3 Matches                                |                                                              |
|                                           | 20                             | Last day of the same playing season                                          | As determined by a Regulatory Commission |                                                              |
| EFL Leagues                               | 5                              | 19 EFL League Matches                                                        | 1 Match                                  | EFL Leagues                                                  |
|                                           | 10                             | 37 EFL League Matches                                                        | 2 Matches                                |                                                              |
|                                           | 15                             | Last day of the relevant league playing season prior to the Play-off matches | 3 Matches                                |                                                              |
|                                           | 20                             | Last day of the relevant league playing season prior to the Play-off matches | As determined by a Regulatory Commission |                                                              |
| National League                           | 5                              | 23 National League Matches                                                   | 1 Match                                  | National League                                              |
|                                           | 10                             | 37 National League Matches                                                   | 2 Matches                                |                                                              |
|                                           | 15                             | Last day of the relevant playing season prior to the Play-off matches        | 3 Matches                                |                                                              |
|                                           | 20                             | Last day of the relevant playing season prior to the Play-off matches        | As determined by a Regulatory Commission |                                                              |
| The FA WSL                                | 5                              | N/A                                                                          | 1 Match                                  | The FA WSL                                                   |
|                                           | 10                             |                                                                              |                                          |                                                              |
|                                           | 15                             |                                                                              |                                          |                                                              |
|                                           | 20                             |                                                                              |                                          |                                                              |

## On Field Disciplinary Tables

| TABLE 1: ACCUMULATION OF CAUTIONS                  |                                                                                                                                   |                                           |                                      |                                                                             |
|----------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------|-----------------------------------------------------------------------------|
| COMPETITION<br>IN WHICH<br>CAUTIONS<br>ACCUMULATED | NUMBER OF<br>CAUTIONS<br>ACCUMULATED                                                                                              | CUT-OFF POINT<br>(UP TO AND<br>INCLUDING) | AUTOMATIC<br>SUSPENSION/<br>SANCTION | COMPETITIONS<br>TO WHICH<br>AUTOMATIC<br>SUSPENSION/<br>SANCTION<br>APPLIES |
| The FAWC                                           | 5                                                                                                                                 | N/A                                       | 1 Match                              | The FAWC                                                                    |
|                                                    | 10                                                                                                                                |                                           |                                      |                                                                             |
|                                                    | 15                                                                                                                                |                                           |                                      |                                                                             |
|                                                    | 20                                                                                                                                |                                           |                                      |                                                                             |
| FA Cup                                             | 4<br>(where Player's Club<br>enters in Qualifying<br>Competition or First<br>Round Proper) and<br>for every 2 further<br>cautions | Sixth Round<br>(Quarter Finals)           | 1 Match                              | FA Cup                                                                      |
|                                                    | 2<br>(where Player's<br>Club enters in Third<br>Round Proper) and<br>for every 2 further<br>cautions                              |                                           |                                      |                                                                             |
| EFL Cup                                            | 2                                                                                                                                 | Quarter Finals                            | 1 Match                              | EFL Cup                                                                     |
|                                                    | 4                                                                                                                                 |                                           |                                      |                                                                             |
| EFL Trophy                                         | 2                                                                                                                                 | Quarter Finals                            | 1 Match                              | EFL Cup                                                                     |
|                                                    | 4                                                                                                                                 |                                           |                                      |                                                                             |
| FA Trophy                                          | 2                                                                                                                                 | Quarter Finals                            | 1 Match                              | FA Trophy                                                                   |
|                                                    | 4                                                                                                                                 |                                           |                                      |                                                                             |
|                                                    | 6                                                                                                                                 |                                           |                                      |                                                                             |
| Women's FA Cup                                     | 4 (where Player's<br>Club enters in<br>or before the<br>Second Round<br>proper) and for<br>every 2 further<br>cautions            | Quarter Finals                            | 1 Match                              | Women's FA Cup                                                              |
|                                                    | 2 (where Player's<br>Club enters in or<br>after the Third<br>Round Proper)<br>and for every 2<br>further cautions                 |                                           |                                      |                                                                             |
| FA Women's<br>League Cup                           | 2 and for every<br>2 further cautions                                                                                             | Quarter Finals                            | 1 Match                              | FA Women's<br>League Cup                                                    |

TABLE 2: SENDING-OFF OFFENCES

| SENDING-OFF OFFENCE                                                                                                                                                | AUTOMATIC SUSPENSION | COMPETITIONS TO WHICH AUTOMATIC SUSPENSION APPLIES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Denying the opposing team a goal or an obvious goal-scoring opportunity by a handball offence                                                                      | 1 Match              | a) Relevant League in which Player's Club competes;<br>b) FA Cup;<br>c) EFL Cup (as applicable);<br>d) FA Trophy (as applicable);<br>e) FA Women's Challenge Cup (as applicable)<br><br><b>(EFL Trophy:</b> Unless specified by The Association:<br>(a) If the sending-off offence occurs in an EFL Trophy Match, the relevant automatic suspension must be served exclusively in the EFL Trophy and (b) if the sending-off offence occurs in any other FTM, an EFL Trophy Match cannot be used to serve any part of the relevant automatic suspension. |
| Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick | 1 Match              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Serious foul play                                                                                                                                                  | 3 Matches            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Spitting at an opponent or any other person                                                                                                                        | 6 Matches            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Violent conduct                                                                                                                                                    | 3 Matches            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Using offensive, insulting or abusive language and/or gestures                                                                                                     | 2 Matches            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Receiving a second caution in the same match                                                                                                                       | 1 Match              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

## On Field Disciplinary Tables

TABLES 3 - 4

**CATEGORY 2 - PLAYERS OF CLUBS IN THE PREMIER LEAGUE, EFL LEAGUES AND NATIONAL LEAGUE PLAYING NON-FIRST TEAM COMPETITIVE MATCHES IN MALE OPEN AGED TEAMS, UNDER 19S, UNDER 18S AND ACADEMY TEAMS**

| TABLE 3: ACCUMULATION OF CAUTIONS         |                                |                                     |                                          |                                                              |
|-------------------------------------------|--------------------------------|-------------------------------------|------------------------------------------|--------------------------------------------------------------|
| COMPETITION IN WHICH CAUTIONS ACCUMULATED | NUMBER OF CAUTIONS ACCUMULATED | CUT-OFF POINT (UP TO AND INCLUDING) | AUTOMATIC SUSPENSION/ SANCTION           | COMPETITIONS TO WHICH AUTOMATIC SUSPENSION/ SANCTION APPLIES |
| NFTM (excluding EFL Trophy)               | 5                              | 31 December                         | 1 Match                                  | NFTM (excluding EFL Trophy)                                  |
|                                           | 10*                            | Second Sunday of April              | 2 Matches                                |                                                              |
|                                           | 15                             | Last day of the same playing season | 3 Matches                                |                                                              |
|                                           | 20                             | Last day of the same playing season | As determined by a Regulatory Commission |                                                              |
| EFL Trophy                                | 2                              | Quarter Finals                      | 1 Match                                  | EFL Trophy                                                   |
|                                           | 4                              |                                     |                                          |                                                              |

| TABLE 4: SENDING-OFF OFFENCES                                                                                                                                      |                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SENDING-OFF OFFENCE                                                                                                                                                | AUTOMATIC SUSPENSION | COMPETITIONS TO WHICH AUTOMATIC SUSPENSION APPLIES                                                                                                                                                                                                                                                                                                                                                                                                   |
| Denying the opposing team a goal or an obvious goal-scoring opportunity by a handball offence                                                                      | 1 Match              | Automatic suspension to be served exclusively in NFTM (excluding EFL trophy)<br><br><b>(EFL Trophy:</b> Unless specified by The Association:<br>(a) If the sending-off offence occurs in an EFL Trophy Match, the relevant automatic suspension must be served exclusively in the EFL Trophy and (b) if the sending-off offence occurs in any other NFTM, an EFL Trophy Match cannot be used to serve any part of the relevant automatic suspension. |
| Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick | 1 Match              |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Serious foul play                                                                                                                                                  | 3 Matches            |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Spitting at an opponent or any other person                                                                                                                        | 6 Matches            |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Violent conduct                                                                                                                                                    | 3 Matches            |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Using offensive, insulting or abusive language and/or gestures                                                                                                     | 2 Matches            |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Receiving a second caution in the same match                                                                                                                       | 1 Match              |                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



## On Field Disciplinary Tables

TABLES 5 - 6

**CATEGORY 3- PLAYERS ASSOCIATED WITH A TEAM COMPETING IN THE NATIONAL LEAGUE (NORTH AND SOUTH DIVISIONS), THE ISTHMIAN LEAGUE, THE NORTHERN PREMIER LEAGUE AND THE SOUTHERN LEAGUE PLAYING MATCHES IN ANY LEAGUE, LEAGUE CUP COMPETITION, THE FA CHALLENGE CUP AND FA TROPHY**

| TABLE 5: ACCUMULATION OF CAUTIONS                                                                                                                             |                                    |                                                                       |                                          |        |                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|-----------------------------------------------------------------------|------------------------------------------|--------|---------------------------------------------------------------------------------|
| COMPETITION IN WHICH CAUTIONS ACCUMULATED                                                                                                                     | NUMBER OF CAUTIONS ACCUMULATED     | CUT-OFF POINT (UP TO AND INCLUDING)                                   | AUTOMATIC SUSPENSION/ SANCTION           | FINE   | COMPETITIONS TO WHICH AUTOMATIC SUSPENSION/ SANCTION APPLIES                    |
| a) National League (North and South Divisions), the Isthmian League, the Northern Premier League or the Southern League; and<br><br>b) League cup competition | 5                                  | 30 November                                                           | 1 Match                                  | £20.00 | a) League in which Player's team competes; and<br><br>b) League cup competition |
|                                                                                                                                                               | 10*                                | Second Sunday in March                                                | 2 Matches                                |        |                                                                                 |
|                                                                                                                                                               | 15                                 | Last day of the relevant playing season prior to the Play-Off matches | 3 Matches                                |        |                                                                                 |
|                                                                                                                                                               | 20                                 | Last day of the relevant playing season prior to the Play-Off matches | As determined by a Regulatory Commission |        |                                                                                 |
| FA Cup                                                                                                                                                        | 4 and for every 2 further cautions | Sixth Round (Quarter Finals)                                          | 1 Match                                  | N/A    | FA Cup Only                                                                     |
| FA Trophy                                                                                                                                                     | 4 and for every 2 further cautions | Quarter Finals                                                        | 1 Match                                  | N/A    | FA Trophy Only                                                                  |

**TABLE 6: SENDING-OFF OFFENCES**

| SENDING-OFF OFFENCE                                                                                                                                                | AUTOMATIC SUSPENSION | FINE   | COMPETITIONS TO WHICH AUTOMATIC SUSPENSION/ SANCTION APPLIES                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------|
| Denying the opposing team a goal or an obvious goal-scoring opportunity by a handball offence                                                                      | 1 Match              | £20.00 | a) League in which Player's team competes;<br>b) League cup competition in which Player's team competes;<br>c) FA Cup; and<br>d) FA Trophy. |
| Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick | 1 Match              |        |                                                                                                                                             |
| Serious foul play                                                                                                                                                  | 3 Matches            | £40.00 |                                                                                                                                             |
| Spitting at an opponent or any other person                                                                                                                        | 6 Matches            |        |                                                                                                                                             |
| Violent conduct                                                                                                                                                    | 3 Matches            |        |                                                                                                                                             |
| Using offensive, insulting or abusive language and/or gestures                                                                                                     | 2 Matches            | £30.00 |                                                                                                                                             |
| Receiving a second caution in the same match                                                                                                                       | 1 Match              | £20.00 |                                                                                                                                             |

## On Field Disciplinary Tables

**TABLES 7 - 8**

**CATEGORY 5 - PLAYERS ASSOCIATED WITH:**

**A) A TEAM COMPETING IN ALL DIVISIONS OF LEAGUES AT STEPS 5 TO 7 OF THE NATIONAL LEAGUE SYSTEM PLAYING MATCHES IN ANY COMPETITION;**

**B) A TEAM COMPETING OUTSIDE THE NATIONAL LEAGUE SYSTEM PLAYING IN SATURDAY FOOTBALL, SUNDAY FOOTBALL, MIDWEEK FOOTBALL, COUNTY ASSOCIATION REPRESENTATIVE FOOTBALL, LEAGUE REPRESENTATIVE FOOTBALL, VETERANS FOOTBALL, FURTHER EDUCATION FOOTBALL AND YOUTH FOOTBALL (AS RECOGNISED BY THE ASSOCIATION FROM TIME TO TIME); AND**

**C) ANY AFFILIATED TEAM OF A CLUB TO WHICH CATEGORIES 1 TO 4 DO NOT APPLY PLAYING MATCHES IN ANY COMPETITION.**

**TABLE 7: ACCUMULATION OF CAUTIONS**

| FOOTBALL CATEGORY/<br>COMPETITION IN WHICH<br>CAUTIONS ACCUMULATED | NUMBER OF CAUTIONS<br>ACCUMULATED IN THE<br>FOOTBALL CATEGORY | CUT-OFF POINT<br>(UP TO AND INCLUDING) | AUTOMATIC<br>SUSPENSION/<br>SANCTION       | FINE   | FOOTBALL CATEGORY/<br>COMPETITION TO WHICH<br>AUTOMATIC SUSPENSION<br>SANCTION APPLIES |
|--------------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------|--------------------------------------------|--------|----------------------------------------------------------------------------------------|
| a) Saturday Football;                                              | 5                                                             | 31 December                            | 1 Match                                    | £15.00 | The Football Category in which the cautions were accumulated.                          |
| b) Sunday Football;                                                | 10*                                                           | Second Sunday in April                 | 2 Matches                                  |        |                                                                                        |
| c) Midweek Football;                                               |                                                               | Last day of the playing season         | 3 Matches                                  |        |                                                                                        |
| d) Representative Football;                                        | 15                                                            |                                        |                                            |        |                                                                                        |
| e) Veteran Football;                                               | 20                                                            | Last day of the playing season         | As determined by a Disciplinary Commission |        | All Football Categories and Friendly Matches.                                          |
| f) Further Education Football; or                                  |                                                               |                                        |                                            |        |                                                                                        |
| g) Youth Football                                                  |                                                               |                                        |                                            |        |                                                                                        |
| FA Cup                                                             | 4 and for every 2 further cautions                            | Sixth Round (Quarter Finals)           | 1 Match                                    | N/A    | FA Cup Only                                                                            |
| FA Trophy                                                          |                                                               |                                        |                                            | N/A    | FA Vase Only                                                                           |
|                                                                    |                                                               |                                        | 1 Match                                    | N/A    |                                                                                        |
|                                                                    | 2 and for every 2 further cautions                            | Sixth Round (Quarter Finals)           |                                            |        |                                                                                        |
|                                                                    |                                                               |                                        |                                            |        |                                                                                        |

## On Field Disciplinary Tables

**TABLE 8: SENDING-OFF OFFENCES**

| FOOTBALL CATEGORY/<br>COMPETITION IN WHICH<br>SENDING-OFF OFFENCE<br>OCCURS                                                                                                                                        | SENDING-OFF<br>OFFENCE                                                                                                                                             | AUTOMATIC<br>SUSPENSION/<br>SANCTION | FINE   | FOOTBALL<br>CATEGORY AND<br>COMPETITIONS<br>TO WHICH<br>AUTOMATIC<br>SUSPENSION<br>APPLIES                                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) Saturday Football;<br>b) Sunday Football;<br>c) Midweek Football;<br>d) Representative Football;<br>e) Veteran Football;<br>f) Further Education Football;<br>g) Youth Football;<br>h) FA Cup; or<br>i) FA Vase | Denying the opposing team a goal or an obvious goal- scoring opportunity by a handball offence                                                                     | 1 Match                              | £20.00 | a) the Football Category in which the sending-off offence occurred**;<br>b) FA Cup; and<br>c) FA Vase.<br><br>(**if the sending-off offence occurred in an FA Cup or FA Vase Match, the automatic suspension shall apply to Matches in the Football Category in which the Player's team usually competes, in addition to FA Cup or FA Vase Matches where applicable) |
|                                                                                                                                                                                                                    | Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick | 1 Match                              |        |                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                    | Serious foul play                                                                                                                                                  | 3 Matches                            | £40.00 |                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                    | Spitting at an opponent or any other person                                                                                                                        | 6 Matches                            |        |                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                    | Violent conduct                                                                                                                                                    | 3 Matches                            |        |                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                    | Using offensive, insulting or abusive language and/or gestures                                                                                                     | 2 Matches                            | £30.00 |                                                                                                                                                                                                                                                                                                                                                                      |
|                                                                                                                                                                                                                    | Receiving a second caution in the same match                                                                                                                       | 1 Match                              | £20.00 |                                                                                                                                                                                                                                                                                                                                                                      |

TABLE 9

SECTION 4 TECHNICAL AREA OCCUPANTS ASSOCIATED WITH CLUBS IN CATEGORIES 1, 3 AND 5

| TABLE 9: ACCUMULATION OF CAUTIONS               |                                |                                          |                                                                        |
|-------------------------------------------------|--------------------------------|------------------------------------------|------------------------------------------------------------------------|
| ACCUMULATION OF CAUTIONS                        | NUMBER OF CAUTIONS ACCUMULATED | AUTOMATIC TOUCHLINE SUSPENSION/ SANCTION | COMPETITIONS TO WHICH AUTOMATIC TOUCHLINE SUSPENSION/ SANCTION APPLIES |
| a) Premier League;                              | 4                              | 1 Match                                  | a) Premier League;                                                     |
| b) EFL Leagues;                                 | 8                              | 2 Matches                                | b) EFL Leagues;                                                        |
| c) National League;                             | 12                             | 3 Matches                                | c) National League;                                                    |
| d) The FA WSL;                                  | 16                             | As determined by a Regulatory Commission | d) The FA WSL;                                                         |
| e) The FA WC;                                   |                                |                                          | e) The FA WC;                                                          |
| f) National League (North and South Divisions); |                                |                                          | f) National League (North and South Divisions);                        |
| g) Isthmian League;                             |                                |                                          | g) Isthmian League;                                                    |
| h) Northern Premier League;                     |                                |                                          | h) Northern Premier League;                                            |
| i) Southern League;                             |                                |                                          | i) Southern League;                                                    |
| j) any Football Category;                       |                                |                                          | j) any Football Category;                                              |
| k) FA Cup;                                      |                                |                                          | k) FA Cup;                                                             |
| l) EFL Cup;                                     |                                |                                          | l) EFL Cup;                                                            |
| m) EFL Trophy;                                  |                                |                                          | m) EFL Trophy;                                                         |
| n) FA Trophy;                                   |                                |                                          | n) FA Trophy;                                                          |
| o) FA Vase;                                     |                                |                                          | o) FA Vase;                                                            |
| p) The Women's FA Cup; or                       |                                |                                          | p) The Women's FA Cup; or                                              |
| q) FA Women's League Cup.                       |                                |                                          | q) FA Women's League Cup.                                              |

### FOOTBALL DEBT RECOVERY REGULATIONS

The FDR Regulations are applicable to Participants at Steps 5 and below only and The FA Women's Football Pyramid excluding The FA Women's Super League.

Each Affiliated Association shall operate a system to adjudicate upon and facilitate the recovery of Football Debt, which conforms with the FDR Regulations.

Unless otherwise defined in the FDR Regulations, words and expressions shall have the same meaning as set out in the Rules, as amended from time to time.

The following defined terms are used in the FDR Regulations only:

**“Alleged Creditor”** means a Club, Competition or local authority which is allegedly owed a Football Debt by an Alleged Debtor;

**“Alleged Debtor”** means a Player (except Players who are under 18 years old and play in an Under 18 Competition), Club Official, Official, Manager, Match Official, Management Committee Member, or member or employee of a Club which allegedly owes a Football Debt to an Alleged Creditor;

**“Appeal Board”** means the appeal board of an Affiliated Association;

**“Appeal Notification”** means a written and dated notification of the decision of the Appeal Board in respect of a claim;

**“Deadline”** means the expiry date of the 112 day period which commenced when the relevant Football Debt arose;

**“FDR Regulations”** means the Football Debt Recovery Regulations;

**“Football Debt”** means any cost incurred by an Alleged Creditor on behalf of an Alleged Debtor which is (i) equal to or larger than £25 (save for the recovery of disciplinary fines) and (ii) arose directly from football activity including, but not limited to, disciplinary fines and costs, Match fees and costs, Club subscriptions and playing expenses (e.g. pitch hire). For the avoidance of doubt, incidental costs (e.g. fund raising activities) do not fall within the scope of the FDR Regulations. In the event of a dispute as to what constitutes a Football Debt, the relevant Affiliated Association may, in its absolute discretion, determine the matter.

**“Formal Request”** means a written and dated request for payment of a Football Debt;

**“Notice of Appeal”** means a written and dated notice of appeal against a decision of the Affiliated Association in respect of a claim;

**“Notice of Claim”** means a written notice of claim for the recovery of a Football Debt from an Alleged Debtor which is submitted by the Alleged Creditor to the Alleged Creditor's Affiliated Association prior to the Deadline ;

**“Notification”** means a written and dated notification of the decision of the Affiliated Association in respect of a claim.

#### COMMENCING A CLAIM

1. In the first instance, an Alleged Creditor must take reasonable steps to recover a Football Debt, including the serving of a Formal Request on the Alleged Debtor.
2. If a Football Debt has not been recovered within 28 days of the date of the Formal Request, the Alleged Creditor may submit a Notice of Claim, provided this is done prior to the Deadline.
3. In order for a Notice of Claim to be valid, an Alleged Creditor must (i) include all relevant details about the Football Debt(s) which is the subject of the claim and the manner in which it is alleged to have arisen and what steps have been taken to recover it; (ii) provide a copy of the Formal Request and; (iii) provide the full name, last known address and date of birth of the Alleged Debtor (if known); (iv) pay an administration fee of £25 in respect of each

Football Debt detailed in the Claim at the same time as filing the Notice of Claim. This fee may be added to the total debt claimed from the Alleged Debtor.

4. Upon receipt of a valid Notice of Claim, the Affiliated Association shall take steps to verify whether the Football Debt(s) is payable by the Alleged Debtor to the Alleged Creditor. The Affiliated Association shall provide a Notification to the Alleged Creditor and Alleged Debtor within 21 days of receipt of the Notice of Claim.

### **PAYMENT OF A CLAIM**

5. If a claim is upheld by the Affiliated Association, the Alleged Debtor must make payment of the Football Debt directly to the Alleged Creditor within 21 days of the date of the Notification.
6. If a claim is partially upheld by an Affiliated Association, the Alleged Debtor must make payment of such proportion of the Football Debt as directed by the Affiliated Association, in its absolute discretion, in the Notification, directly to the Alleged Creditor within 21 days of the date of the Notification.
7. If a claim is rejected by the Affiliated Association, no payment is payable by the Alleged Debtor to the Alleged Creditor.

### **APPEALS**

8. If a Claim is upheld or partially upheld by the Affiliated Association, the Alleged Debtor may submit a Notice of Appeal to the Affiliated Association within 21 days of the date of the Notification.
9. If a Claim is rejected or partially upheld by the Affiliated Association, the Alleged Creditor may submit a Notice of Appeal to the Affiliated Association within 21 days of the date of the Notification.
10. In order for a Notice of Appeal to be valid, the Alleged Debtor/Alleged Creditor must (i) detail all relevant reasons why the Notification should be overturned in full or in part; (ii) provide a copy of the Notification and copies of all paperwork previously submitted to the Affiliated Association in respect of the claim; (iii) provide the full name, last known address and date of birth of the Alleged Debtor/Alleged Creditor (if known).
11. Upon receipt of a valid Notice of Appeal, an Appeal Board shall determine, in its absolute discretion, whether to uphold, partially uphold or reject the appeal and shall provide an Appeal Notification to the Alleged Creditor and Alleged Debtor within 21 days of receipt of the Notice of Appeal. The decision of the Appeal Board shall be final.
12. If an appeal is rejected by an Appeal Board, the Appeal Fee shall be retained by the Affiliated Association.
13. If an Appeal Notification directs that the entirety or a proportion of the Football Debt(s) is payable by the Alleged Debtor to the Alleged Creditor, such sum must be paid directly to the Alleged Creditor within 21 days of the date of the Appeal Notification.

### **MISCELLANEOUS**

14. If a claim is upheld or partially upheld by an Affiliated Association/Appeal Board and payment of the Football Debt has not been received by the Alleged Creditor within 21 days of the date of the Notification/Appeal Notification, the Alleged Debtor will be automatically suspended from all footballing activity by the Affiliated Association until (i) the sum directed to be paid by the Affiliated Association/Appeal Board has been paid to the Alleged Creditor in full, and (ii) the Alleged Debtor has received notification from the Affiliated Association that the suspension has been lifted. Any Alleged Debtor breaching such a suspension will be liable to be charged under FA Rule E10 of the Rules of The Association.

### **AFFILIATED ASSOCIATIONS – HEARINGS BEFORE DISCIPLINARY COMMISSIONS**

#### **Disciplinary Commission Members and Secretaries**

- 1 A Disciplinary Commission must be chaired by a Chairman that has completed The FA Chairman training and passed the online assessment within the previous two years.
- 2 At least one member of the Disciplinary Commission shall be independent.
- 3 A Disciplinary Commission may appoint members from outside of the Affiliated Association Council. Members of the County Local Football Association Anti-Discrimination Panel are eligible for all Disciplinary Commission appointments and are co-opted members to the County Disciplinary Committee.
- 4 All Disciplinary Commission members must have completed and passed the relevant online assessment as communicated by The Association from time to time.
- 5 A Disciplinary Commission Secretary must attend all Disciplinary Commissions. Neither the Chairman of the Disciplinary Commission nor any of the members of the relevant Disciplinary Commission may act as Disciplinary Commission Secretary.
- 6 The Disciplinary Commission Secretary must have completed The FA Secretary training and passed the online assessment within the previous two years.

#### **Attendance of Children at Personal Hearings**

- 7
  - 7.1 A child aged under 12 must not appear at a Disciplinary Commission as either a witness or the Participant Charged.
  - 7.2 Where a child aged under 12 would otherwise have been charged with a disciplinary offence, alternative options should be considered to address the issues arising from any incident or behaviour. These could include:
    - 7.2.1 convening a meeting to bring the parties together to talk through the issues.
    - 7.2.2 the Affiliated Association Welfare Officer talking to the child to warn them about their behaviour and/or requesting the child undertake an education programme which is deemed relevant to the incident or behaviour. A parent/carer should be present at any meeting.
  - 7.3 Where a child aged under 12 would have been a witness before a Disciplinary Commission, the following options should be considered:
    - 7.3.1 the Affiliated Association Welfare Officer obtaining a written statement from the child, with the Disciplinary Commission proceeding on the basis of written submissions. The Affiliated Association Welfare Officer may need to write the statement in conjunction with the child and parent/carer.
    - 7.3.2 convening a private meeting between the child and Affiliated Association Welfare Officer to establish the child's version of events, with the Affiliated Association Welfare Officer reporting verbally to Disciplinary Commission. The Affiliated Association Welfare Officer should make a contemporaneous note of the meeting and a parent/carer should be present throughout.
- 8 A child aged 12 or over may attend a Disciplinary Commission provided that:
  - 8.1 they understand it is their duty to speak the truth;



- 8.2 their evidence is sufficiently important to justify it being heard;
  - 8.3 the appropriate procedures relating to minors are adopted. The child must be accompanied by a parent/carer;
  - 8.4 a child between the ages of 12 and 15 shall only give evidence via an electronic platform, or any method other than in person;and
  - 8.5 a child between the ages of 16 and 17 shall be permitted to give evidence in person but a Disciplinary Commission may permit evidence to be given by another method if it is considered appropriate in the circumstances of the case.
- 9 Where a Disciplinary Commission is considering matters in adult football involving a child between the ages of 16 and 18 (inclusive), best practice would be to follow the guidance established for adults, except in cases where the individual has learning development needs. Those with learning development needs should be treated in a manner consistent with their mental capacity. If the suggestion is that the Participant has the cognitive reasoning of a child of a particular age, that age appropriate guidance should be followed.

### **Young people as witnesses**

- 10 Evidence should only be received from young people (accompanied by a responsible adult) in front of the Disciplinary Commission, the Disciplinary Commission Secretary, the Participant Charged and their representative.
- 11 All others present at a hearing must remove themselves from the hearing whilst a young person is giving evidence.
- 12 Questions are to be asked by the Chairman of the Disciplinary Commission only.
- 13 At the end of the questioning the representative or Participant Charged will be asked whether there are any other questions that they believe should be asked of the witness.
- 14 If required additional questions may be put to the witness but only by the Chairman of the Disciplinary Commission.
- 15 Once all the questioning has been completed the young person will then leave the Disciplinary Commission room and will not be required to remain for the remainder of the hearing.

### **Disciplinary Commission Procedures**

#### Case Papers

- 16 Case papers shall ordinarily be distributed:
  - 16.1 in the case of a personal hearing, to the Participant Charged and the Disciplinary Commission at least three days prior to the hearing; and
  - 16.2 in the case of hearing being conducted on written submissions, to the Disciplinary Commission at least one day prior to the hearing.

#### Personal Hearings

- 17 The duties of the Disciplinary Commission Secretary at a personal hearing shall include calling the evidence to be submitted in support of the Charge and generally assisting the Disciplinary Commission in its determination of the Charge.
- 18 A Participant Charged may be represented in accordance with, and subject to, paragraphs 10 and 11 of Part A: General Provisions.
- 19 The Participant Charged and any representative shall be admitted to the hearing. The Disciplinary Commission shall satisfy itself that the Participant Charged has had details of the Charge.
- 20 Evidence (including witness evidence) in support of the Charge shall be received by the Disciplinary Commission. In cases concerning a report from a Match Official, that report

shall be received in evidence first. This report may have been submitted by email or through a web-site, in accordance with accepted procedures of The Association.

- 21 The Participant Charged or their representative shall have the right to ask questions relevant to the matters in issue of any witness in support of the Charge.
- 22 After evidence in support of the Charge has been received by the Disciplinary Commission, any written statement made by the Participant Charged shall be considered by the Disciplinary Commission. The Participant Charged may then give evidence on their own behalf and in such event they may have questions asked of them by the Disciplinary Commission. The Participant Charged or their representative may then submit evidence and call witnesses.
- 23 At any time the Chairman and members of the Disciplinary Commission may ask questions of any witness or any representative. The Disciplinary Commission may draw such inferences as it considers appropriate from the failure of the Participant Charged to give evidence or answer a question put to them.
- 24 In the event of the evidence submitted in answer to the Charge disclosing a point which the Disciplinary Commission considers was not covered in the evidence of, or not put to, any witness in support of the Charge, the Disciplinary Commission may recall any witness and ask questions of them. The Participant Charged or their representative may also ask questions as at paragraph 21 above.
- 25 The evidence having been completed to the satisfaction of the Disciplinary Commission, the Participant Charged or their representative shall be entitled to make closing submissions based upon the evidence, but this may not include reference to facts not disclosed in the evidence presented to the Disciplinary Commission.
- 26 At the conclusion of the closing submissions, all persons shall withdraw from the Disciplinary Commission room whilst the Disciplinary Commission considers the evidence and submissions presented to it and determines whether the Charge has been proven or not. After reaching its decision, the Disciplinary Commission shall recall the Participant Charged and their representative. The Disciplinary Commission Secretary shall announce whether the Charge has been found proven or not proven.
- 27 If the Charge is found not proven the hearing will be declared closed.
- 28 If the Charge is found proven details of the record of Misconduct of the Participant Charged shall be received by the Disciplinary Commission. The Participant Charged, or their representative, may then make a plea in mitigation.
- 29 At the conclusion of the plea in mitigation, the Participant Charged and their representative shall again withdraw from the Disciplinary Commission room and the Disciplinary Commission shall determine what order or orders, if any, shall be made under paragraph 40 of Part A: General Provisions Section Two.
- 30 Subject to paragraph 31 below, the Participant Charged and their representative shall then be re-admitted and informed of the decision of the Disciplinary Commission by the Disciplinary Commission Secretary. This shall subsequently be confirmed in writing.
- 31 A Disciplinary Commission may, where it considers it appropriate, not announce its decision at the hearing but inform the Participant Charged that such decision will be communicated to them in writing through their Club Secretary.

### APPEALS - NON-FAST TRACK

These Regulations set out the provisions relating to appeals conducted in accordance with the Rules, save for appeals arising from matters proceeding under Part E: Fast Track Regulations (which shall be conducted in accordance with Part E: Fast Track 7: Appeals – Fast Track therein).

#### GROUNDINGS OF APPEAL

- 1 The grounds of appeal available to The Association shall be that the body whose decision is appealed against:
  - 1.1 misinterpreted or failed to comply with the Rules and/or regulations of The Association relevant to its decision; and/or
  - 1.2 came to a decision to which no reasonable such body could have come; and/or
  - 1.3 imposed a penalty, award, order or sanction that was so unduly lenient as to be unreasonable.
- 2 The grounds of appeal available to Participants shall be that the body whose decision is appealed against:
  - 2.1 failed to give that Participant a fair hearing; and/or
  - 2.2 misinterpreted or failed to comply with the Rules and/or regulations of The Association relevant to its decision; and/or
  - 2.3 came to a decision to which no reasonable such body could have come; and/or
  - 2.4 imposed a penalty, award, order or sanction that was excessive.
- 3 Where an appeal is brought by FIFA, UKAD or WADA against a decision of a Regulatory Commission pursuant to the Association's Anti-Doping Regulations, any of the grounds set out at paragraphs 1 and 2 above may be relied upon.

#### APPEAL PROCESS

##### Commencement of Appeal and Response

- 4 Appeal timings shall run from the date of notification of the decision being appealed against ("**Notification Date**"). The Notification Date shall be:
  - 4.1 the date of provision of the written decision; or
  - 4.2 where the relevant rules or regulations provide that written reasons may be produced or requested, the date of provision of the written reasons.
- 5 In the case of an appeal from a decision of a Regulatory Commission or Disciplinary Commission;
  - 5.1 notification of the intention to appeal shall be made in writing to The Association (or to the relevant Participant, where The Association is the appellant) within seven days of the Notification Date.
  - 5.2 a notice of appeal (the "**Notice of Appeal**") with The Association by email to [JudicialServices@TheFA.com](mailto:JudicialServices@TheFA.com) (or, where The Association is the appellant, with the relevant Participant) within 14 days of the Notification Date.
- 6 In case of all other appeals, the timings set out in paragraph 5 above shall apply, unless the relevant rules provide otherwise.
- 7 The Notice of Appeal must:
  - 7.1 identify the specific decision(s) being appealed;
  - 7.2 set out the ground(s) of appeal and the reasons why it would be substantially unfair not to alter the original decision;
  - 7.3 set out a statement of the facts upon which the appeal is based;

- 7.4 save for where the appellant is The Association, in which case no appeal fee will be payable, be accompanied by the relevant appeal fee as set out in paragraph 21 of Part A: General Provisions. Where an appeal is lodged electronically, the appeal fee must be received not later than the third day following the day of despatch of the electronic notification (including both the day of despatch and receipt);
- 7.5 where appropriate, apply for leave to present new evidence under paragraph 10 below.
- 8 The respondent shall serve a written reply to the Notice of Appeal (the “Response”) on an appellant and the Appeal Board within 21 days of the lodging of the Notice of Appeal. Where appropriate, the Response must include an application for leave to present new evidence under paragraph 10 below.
- 9 Where the Regulatory Commission or other body appealed against has not stated the reasons for its decision, either:
  - 9.1 the appellant shall request written reasons from that body which shall be provided to the Appeal Board; or
  - 9.2 the Appeal Board shall require that a member of that body attends the appeal hearing. In which case: (i) questions may be put by the Appeal Board at a hearing to satisfy itself as to the reasons for the decision); (ii) cross-examination by the appellant or respondent shall not be permitted; (iii) representations may be made by the parties to the Appeal Board who may then put questions to the member of the body that made the decision.

### **New Evidence**

- 10 The Appeal Board shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Response. Such application must set out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. Save in exceptional circumstances, the Appeal Board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The Appeal Board's decision shall be final. Where leave to present new evidence has been granted, in all cases the other party will be given an opportunity to respond.

### **Appeal Board Proceedings**

- 11 The appellant shall prepare a set of documents which shall be provided to the Appeal Board and respondent at least seven days before the hearing and which shall comprise the following (or their equivalent):
  - 11.1 the Charge;
  - 11.2 the Reply;
  - 11.3 any documents or other evidence referred to at the original hearing relevant to the appeal;
  - 11.4 any transcript of the original hearing;
  - 11.5 the notification of decision appealed against and, where they have been given, the reasons for the decision;
  - 11.6 any new evidence;
  - 11.7 the Notice of Appeal;
  - 11.8 the Response.
- 12 An appeal shall be by way of a review on documents only. The parties shall however be entitled to make oral submissions to the Appeal Board. Oral evidence will not be permitted,

- except where the Appeal Board gives leave to present new evidence under paragraph 10 above.
- 13 Once an appeal has been commenced, it shall not be withdrawn except by leave of the Appeal Board (or the Judicial Panel Chairman (or their nominee) if an Appeal Board has not yet been convened). Where an appeal is so withdrawn, the Appeal Board may make such order for costs, or such order in respect of any bond lodged pursuant to paragraphs 27 to 37 below, as it considers appropriate.
- 14 The chairman of an Appeal Board (or the Judicial Panel Chair (or their nominee) if an Appeal Board has not yet been convened) may upon the application of a party or otherwise, give any instructions considered necessary for the proper conduct of the proceedings, including but not limited to:
- 14.1 extending or reducing any time limit;
  - 14.2 amending or dispensing with any procedural steps set out in these Regulations;
  - 14.3 instructing that a transcript be made of the proceedings;
  - 14.4 ordering parties to attend a preliminary hearing;
  - 14.5 ordering a party to provide written submissions.
- The decision of the chairman of the Appeal Board shall be final.
- 15 The Appeal Board may adjourn a hearing for such period and upon such terms (including an order as to costs) as it considers appropriate.
- 16 The Appeal Board shall proceed in the absence of any party, unless it is satisfied that there are reasonable grounds for the failure of the party to attend, and shall do so in such manner as it considers appropriate.
- 17 The following procedures shall be followed at an appeal hearing unless the Appeal Board thinks it appropriate to amend them:
- 17.1 the appellant to address the appeal board, summarising its case;
  - 17.2 any new evidence to be presented by the appellant;
  - 17.3 the respondent to address the appeal board, summarising its case;
  - 17.4 any new evidence to be presented by the respondent;
  - 17.5 each party to be able to put questions to any witness giving new evidence;
  - 17.6 the Appeal Board may put questions to the parties and any witness giving new evidence at any stage;
  - 17.7 the respondent to make closing submissions;
  - 17.8 the appellant to make closing submissions.
- 18 The Appeal Board may, in the event of a party failing to comply with an order, requirement or instruction of the Appeal Board, take any action it considers appropriate, including an award of costs against the offending party.

### **APPEAL BOARD DECISIONS**

#### **General**

- 19 A decision, order, requirement or instruction of the Appeal Board shall (save where to be made under the Rules by the Chairman of the Appeal Board alone) be determined by a majority. Each member of the Appeal Board shall have one vote, save that the Chairman shall have a second and casting vote in the event of deadlock.
- 20 The Appeal Board shall notify the parties of its decision to the parties as soon as practicable in such a manner as it considers appropriate; and unless it directs otherwise, its decision shall come into effect immediately.

- 21 The Appeal Board shall have power to:
- 21.1 allow or dismiss the appeal;
  - 21.2 exercise any power which the body against whose decision the appeal was made could have exercised, whether the effect is to increase or decrease any penalty, award, order or sanction originally imposed;
  - 21.3 remit the matter for re-hearing;
  - 21.4 order that any appeal fee be forfeited or returned as it considers appropriate;
  - 21.5 make such further or other order as it considers appropriate, generally or for the purpose of giving effect to its decision.
  - 21.6 order that any costs, or part thereof, incurred by the Appeal Board be paid by either party or be shared by both parties in a manner determined by the Appeal Board.
- 22 Decisions of the Appeal Board shall be final and binding and there shall be no right of further challenge, except in relation to appeals:
- 22.1 to CAS brought by FIFA or WADA pursuant to the Anti-Doping Regulations; or
  - 22.2 concerning the amount of costs any party is ordered to pay by the Appeal Board (which is considered in paragraph 24 below).

### **Other Costs**

- 23 Any costs incurred in bringing, or responding to, an appeal shall normally be borne by the party incurring the costs. In exceptional circumstances the Appeal Board may order one party to pay some or all of the other party's costs. Such costs will not include any legal costs. Any applications for such costs must be made at the Appeal Board and must include details of the exceptional circumstances.
- 24 An appeal against only the quantum of costs ordered to be paid shall be heard and determined by a single person appointed by Sport Resolutions (UK) (or a similar independent body as determined by The Association from time to time). That person shall decide all matters of procedure for how such an appeal will be conducted.

### **Written Decision and Written Reasons**

- 25 As soon as practicable after the hearing, the Appeal Board shall publish a written statement of its decision, which shall state:
- 25.1 the names of the parties, the decision(s) appealed against and the grounds of appeal;
  - 25.2 whether or not the appeal is allowed; and
  - 25.3 the order(s) of the Appeal Board.
- 26 The Appeal Board shall, upon the request of the appellant or the respondent (such request to be received at The Association within three days of the date of the notification of the decision), give written reasons for the decision.

### **APPEALS FROM DECISIONS OF LEAGUES: BOND APPLICATIONS**

- 27 The provisions relating to bond applications at paragraphs 28 to 37 shall only apply where an appellant is appealing a decision of a League (save for decisions of the Premier League or the EFL).
- 28 Within seven days of lodging the Notice of Appeal, the League (as respondent) may make an application for the Appeal Board to require a bond to be lodged by the appellant before the appeal may progress.
- 29 Whilst such a bond application is being processed, no Response to the Notice of Appeal will be due from the Respondent in accordance with paragraph 8 above.

- 30 Any bond application must be copied to the appellant, and must:
- 30.1 state the grounds for the application; and
  - 30.2 state the amount applied for.
- 31 The appellant may provide a response to the bond application within seven days of its submission.
- 32 Whether or not the appellant has provided any response to it, the Appeal Board shall consider the bond application as soon as practicable after the seventh day following its submission. The Appeal Board may, in its discretion, consider the bond application on papers alone, or require the parties to attend a personal hearing. Any such personal hearing shall be conducted according to such timings and procedure as the Appeal Board may determine at its discretion.
- 33 The test to be applied by the Appeal Board is whether it is satisfied that there is a real risk that the appellant will not pursue the appeal to a final determination by the Appeal Board. Where it is so satisfied, the Appeal Board may order the appellant to lodge a bond with The Association on such date and in such amount as it considers appropriate. The Appeal Board's decision in this respect shall be final and binding with no further right of appeal. For the avoidance of doubt, consideration of a bond may only be given by an Appeal Board following submission of an application by a respondent in accordance with paragraph 28.
- 34 Where an Appeal Board orders a bond to be lodged with The Association, the Appeal may not proceed until the bond is duly lodged. In any such appeal, notwithstanding the terms of paragraph 8 above, the respondent shall serve its response to the Notice of Appeal within 14 days from the date that the bond is lodged with The Association.
- 35 Where an Appeal Board decides not to order a bond to be lodged with The Association, notwithstanding the terms of paragraph 8 above, the respondent shall serve its response to the Notice of Appeal within 14 days from the date of the Appeal Board's decision.
- 36 Any bond lodged with The Association pursuant to paragraph 33 above will be held by The Association until the final determination of the appeal by an Appeal Board. Following such final determination, the bond shall in all cases be returned to the appellant in full.
- 37 Notwithstanding the terms of paragraph 23 below, in any case where a bond has been lodged with The Association, and the appeal is not pursued by the appellant to a final determination by the Appeal Board, the Appeal Board shall have a discretion to order the forfeiture of any part or all of the bond, such amount to be paid in full to the respondent to cover any costs it has so far incurred in responding to the appeal.

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# REGULATIONS Issued by the CHESHIRE COUNTY FOOTBALL ASSOCIATION with reference to the GOVERNMENT OF REFEREES

**1** The Authority over referees and the control of refereeing in the County of Cheshire shall be vested in THE CHESHIRE COUNTY FOOTBALL ASSOCIATION LIMITED (hereafter referred to as CCFA).

**2** The Board of CCFA shall appoint annually a **Referee Committee** subject to ratification by the Council.

**3** CCFA shall organise and govern the referees resident within the County in accordance with The Football Association's Regulations for the Registration and Control of Referees subject to the authority, control and jurisdiction of CCFA's Referee Committee.

**4** The County Referee Committee retains first claim upon all referees on the **County List** subject to Regulation 16 [the Order of Precedence].

### **5 Registration**

(a) A referee who resides within the area covered by CCFA must register with CCFA. A referee shall be required to pay the **standard national registration fee** determined by The FA (hereafter referred to as The FA) to CCFA, Annually. [The registrations period will open on 1st June]. In accordance with this rule, the Referee Development Officer, hereafter referred to as the **RDO**, shall notify each referee, by 1st May, that such annual registration fee is due.

(b) The **Annual Registration Period** is from 1<sup>st</sup> June in one year, or the date of the successful completion of a New Referee Training Course if later, to the following 31<sup>st</sup> May.

(c) No referee shall be allowed to officiate unless he/she is duly registered with a properly constituted County or Service FA. If, due to unforeseen circumstances, a referee on an Official List is unable to act, clubs/teams may agree upon some other person in the emergency, but only in circumstances where a registered referee cannot be appointed. Referees are only allowed to control games played under the jurisdiction of The FA.

(d) Referees shall not be initially registered until they have satisfied CCFA of their date of birth, evidence of which shall be submitted to the RDO, or an appointed person during a New Referee Training Course.

(e) A person under the age of 14 years shall not be registered as a referee.

(f) A referee who fails to register with ANY County or Service FA for more than two seasons, shall not be re-registered until CCFA Referee Committee has considered the application. The Referee Committee will consider each application on merit and may recommend one of the following;

- [i] the completion of a written examination to the required standard,
  - [ii] an on-field practical demonstration of ability that meets the required standard,
- or

[iii] attendance and successful completion of a New Referee Training Course, either in full, or in part.

All such applicants may be subject to re-classification. A referee who has not been registered for more than five seasons must attend and successfully complete a New Referee Training Course, at which point they will be registered as a Level 7.

(g) CCFA's list of Level 5 referees shall be revised at the close of each season and no referee shall be retained on that list who is not **in active service**. [ Active Service is considered to be the completion of 20 games between 1<sup>st</sup> July and the following 30<sup>th</sup> April]. The FA shall be informed of any such action.

CCFA Referee Committee shall have discretionary powers to exempt a referee from such action due to exceptional circumstances.

(h) A Referee may become an Associate Referee with another County or Service FA, may be required to pay a nominal fee as recommended by the Referee Committee.

### **6 Control of Referees and Action in Relation to Registration**

a) CCFA shall have the power to act at any time in relation to the registration of a referee who has:-

- [i] less than proficiently applied the Laws of the Game.
- [ii] committed a technical irregularity.
- [iii] proved to have been concerned as an agent for a club or a player in the transfer or attempted transfer and/or engagement of a player.
- [iv] wilfully misstated his/her age or date of birth.
- [v] as a player, violated the Laws of the Game to such a degree that a Disciplinary Committee subsequently impose a penalty of suspension from playing.
- [vi] been found to have committed an act of misconduct pursuant to the Rules of The FA or County FA.
- [vii] a Football Banning Order imposed on him/her.

b) CCFA, as determined by The FA, may act in relation to the Registration of Referees. Such action may only be through its Referee Committee.

c) Any behaviour alleged to constitute a breach under 6 (a) (i) or (ii) above must have been notified to or otherwise come to the attention of CCFA within 14 days of the relevant incident(s) for such to be acted upon.

d) A technical irregularity under 6 (a) (ii) above, shall be any failure by a referee to meet any requirement imposed on, or notified to, a Referee by CCFA. A technical irregularity includes, but is not in any way limited to, any failure to comply with administrative requirements imposed on a referee such as the requirements to file reports, answer correspondence, attend match venues or disciplinary hearings at a particular time.

e) Where a Referee is alleged to have breached 6 (a), (i) to (vii) above, CCFA shall advise the Referee, in writing, of the relevant allegation(s) and supporting facts, and state that the matter will be considered by the Committee, or a duly appointed Discipline Commission, to include the Chairman or one other Member of the Referee Committee.

The Referee shall respond within 14 days and may either;

- (i) deny the allegation(s), setting out a statement of his/her case,
- (ii) request a personal hearing, in which case a fee of £25.00 must accompany the request,
- or (iii) admit the allegation(s).

A referee who admits the allegation(s) may set out any submissions, which he/she wishes the Referee Committee / Discipline Commission to consider when deciding what, if any, action to take. The referee may also request a personal hearing as above. The procedures for a Personal Hearing are listed under The Football Association Regulation 7, and Appeals against 'Decisions of the Referee Committee' under Regulation 8.

### **7 Recruitment, Training and Initial Examination**

(a) CCFA subject to The FA shall be responsible for recruitment, training and initial examination of referees.

(b) All candidates, subject to age, must satisfactorily complete the appropriate FA Safeguarding Course and ALL candidates must complete a DBS Disclosure as part of current FA regulations.

(c) The minimum age a candidate may be presented for initial examination is 14 years.

(d) A candidate who does not achieve the required standard in the initial examination is allowed one re-sit. If he/she still does not achieve the required standard, he/she will not be allowed to sit a further examination until a minimum period of three months as elapsed.

(e) The RDO, or Referee Support Officer, shall inform the relevant DFA of all candidates following the completion of a New Referee Training Course.

### **8 Classification**

The classification period runs from 1<sup>st</sup> July, or the date of successful completion of initial examination, to the following 30th May and every referee shall be classified in one of the following Levels;

|                                                                                                                                                                                                                                                                                 |                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| International                                                                                                                                                                                                                                                                   | FIFA List Referee                                                                |
| Level 1                                                                                                                                                                                                                                                                         | Select Group or National List Referee                                            |
| Level 2A                                                                                                                                                                                                                                                                        | Panel Select List Referee                                                        |
| Level 2B                                                                                                                                                                                                                                                                        | Panel List Referee                                                               |
| Level 3                                                                                                                                                                                                                                                                         | Contributory League Referee                                                      |
| Level 4                                                                                                                                                                                                                                                                         | Supply League Referee                                                            |
| Level 5                                                                                                                                                                                                                                                                         | Senior County Referee                                                            |
| <i>[Where a referee who has achieved a Level higher than Level 5, and is not retained, the referee will usually be reclassified as a Level 5 referee, with the option of further promotion in the normal way or until a status of non-active is declared by the individual]</i> |                                                                                  |
| Level 6                                                                                                                                                                                                                                                                         | County Referee                                                                   |
| Level 7                                                                                                                                                                                                                                                                         | Junior County referee (16 years of age and over)                                 |
| Level Y                                                                                                                                                                                                                                                                         | Youth referee (14 / 15 years of age)                                             |
| Level T                                                                                                                                                                                                                                                                         | Trainee Referee                                                                  |
| Level D                                                                                                                                                                                                                                                                         | Referee Workforce (an active Referee officiating in 6 or fewer matches a season) |

- Tutor
- Observer
- Mentor
- Coach
- 

Where a referee moves into CCFA, his/her classification level will be accepted subject to Regulation 5 (f).

### **9 Promotion**

(a) All referees wishing to be considered for promotion to Levels 6, 5 or 4 must apply, in writing (emails acceptable), to the RDO, and copied to the respective DFA referee Secretary. Such applications must be made by the 1st March preceding the season in which promotion is sought. The process to complete on-field observations of promotion candidates may begin once an application is received i.e. within the 'marking season'.

All referees applying for promotion may be charged an administration fee that is set by CCFA Referee Committee. Any such fee must be submitted in advance of the Promotion Seminar.

(b) The responsibility for promoting Referees to Levels 6 and 5 rests with CCFA, whilst the responsibility for promotion to Level 4 rests solely with The FA, to whom CCFA will forward the required 'On-Field Observation Marks' and any other relevant information.

(c) Criteria for the successful application for promotion: ·

[i] All applicants must have been registered for the season in which promotion is sought by 1<sup>st</sup> June. Failure to do so will result in the application for promotion being automatically deferred.

[ii] All candidates for promotion to Levels 6 and 5 must attend a 'Promotion Seminar' and successfully complete a written examination on 'The Laws Of The Game' set by The FA. Candidates who do not achieve the required pass mark will be allowed one re-sit. Failure to reach the required mark in the re-sit will result in the application for promotion being deferred.

[iii] All promotion candidates must have completed 20 games as a Referee in open-age football (this may include a recognised U 21s competition). In addition, all candidates for promotion to Levels 5 and 4 must have acted as an Assistant Referee in a minimum of 5 games, in recognised competitions.

[iv] All candidates for promotion will be observed as to their 'On-Field Performance' in a recognised, 11 a side, open-age competition (For promotion to Levels 6 or 5 this may include a recognised U 21s competition).

- Candidates for promotion to Levels 6 and 5 will be observed in a maximum of 3 games, all of which must be by a CCFA Registered Observer.

- Candidates for promotion to Level 4 will be observed in a minimum of 5 games at an appropriate level, all of which must be by a CCFA Registered Observer. ·

Candidates for promotion to Levels 6 and 5 must achieve the requisite level of descriptors, whilst candidates for promotion to Level 4 must attain the average mark set by The FA, otherwise promotion will be deferred.

(d) In accordance with the marking season (1<sup>st</sup> July to 30th April) all selections for promotion to Level 5 & 6 must be made by 30th April. Selections for promotion to Level 4 must be made by a date set by The FA. Referees may not be promoted directly to level 5, but must serve a minimum of 'one registration period' in each of Level 7 and Level 6.

(e) Trainee Referees undertaking a 'New Referees Training Course' will be initially registered as Level T and, on successful completion of the course, will automatically be promoted to Level Y or Level 7, dependant on age. Level Y Referees are between 14 and 16 years of age as at 1st March each year. A Level Y Referee shall be promoted automatically to Level 7 upon reaching the age of 16 years.

The CCFA's decision on all promotions under its jurisdiction is final.

### **10 County Referee Committee**

The Council has delegated to the County Referee Committee the authority and control of refereeing in the County of Cheshire as referred to in Regulation 1. The Committee shall comprise of:

- elected Council members,
- the RDO,
- the CRAO,
- the CORE Director,
- the Referee Observer Coordinator,
- representatives of any CCFA Supply League and
- a representative of the Cheshire County Referees' Association.

This body shall meet on a minimum of two occasions per season, and on other occasions as required.

**[NB Only elected Council Members will have voting rights.]**

a) The RDO shall convene meetings of DFA Referee Secretaries, or one other member from each DFA conversant with Referee matters, twice per season to confer on Referee matters generally, and to make recommendations for the consideration of the Referee Committee. Members attending such meetings shall be entitled to such travelling expenses as the Council may from time to time decide. A record of the proceedings shall be kept.

b) CCFA Referee Committee shall formulate annually a Referee Observer Panel comprising ex-referees and other persons considered competent to observe referees on the field of play. They will complete report forms issued for that purpose and send to the Referee Observation Co-ordinator who will compile records. The Referee Observer Co-ordinator will be responsible for appointing observers to matches, who will receive an attendance fee in accordance with those ratified by the Referee Committee and Council.

### **11 Referee Uniforms**

(a) All Match Officials in Competitions under the jurisdiction of CCFA must wear a uniform which is predominantly black.

b) A CCFA badge **must** be worn by all CCFA referees when officiating within CCFA boundaries, except where The FA, and other more senior Competition, Rules override those of CCFA.

### **12 Reporting of Alleged Misconduct**

(a) A referee is only required to report the offences committed by a player as outlined in Law 12 of the 'Laws of the Game'. The name of the offender and the name of the offender's club must be submitted online, or direct to the Club's Parent County FA, within 48 hours of the match.

**Cautions / Yellow Card Offences as laid out in the laws of the game are as follows:**

- C1 Unsporting Behaviour
- C2 Dissent
- C3 Persistent Infringements
- C4 Delaying The Restart Of Play
- C5 Failing to Respect The Required Distance
- C6 Entering / Re=entering the Field Of Play without permission
- C7 Leaving the Field Of Play without permission

Offences of C1 [Unsporting Behaviour] will be categorised further with the following categories:

- AA Adopting an Aggressive Attitude
- DI Acts of simulation
- DP Dangerous Play
- FT Foul Tackle
- GC Goal Celebration
- HB Handball
- RP Reckless Play
- SP Pulling / Pushing
- TR Tripping
- UB Other

**Dismissals / Red Card offences as laid out in the laws of the game are as follows:**

- S1 Serious Foul Play
- S2 Violent Conduct
- S3 Spits at an Opponent or any other person
- S4 Denying the opposing player an obvious goal scoring opportunity by deliberately handling the ball
- S5 Denies the opposing player an obvious goal scoring opportunity by an offence punishable by a free kick or penalty kick
- S6 Uses Offensive, insulting or abusive language
- S7 Receives a second caution in the same match (This offence also requires the referee to report the caution offence for each caution)

Offences of S2 - Violent Conduct - will be categorised further with the following categories:

- S2 Head to Head contact
  - S2 Elbowing
  - S2 Kicking
  - S2 Stamping
  - S2 Striking
  - S2 Biting
  - S2 Other Unspecified Behaviour\*
- \* A free text field to capture other 'Other Unspecified Behaviour' is available if this option is selected.

**NB: Referees are reminded that, cautions issued in accordance with the 'Sin Bin System', where applicable, must also be reported through the official Channels.**

There will be no requirement to write any further details for cautions or dismissals. However, it may be advisable for referees, or assistant referees directly involved, to write and retain any personal notes should a Personal Hearing subsequently take place.

### **Extraordinary Reports**

a) Referees are required to write details surrounding extraordinary incidents in the following circumstances;

i. Where the dismissal offence has a more serious impact than the dismissal itself, the referee will be required to submit the dismissal offence as normal and then add a supplementary extraordinary report clarifying why the dismissal was exceptional. Such examples would be where the offence committed included an aggravated breach such as discriminatory language or behaviour (homophobic, sexist or reference to race/colour/religion/ethnicity etc.) or here there was a serious injury caused by the act of violent conduct.

ii. Where further misconduct happened following the dismissal such as the player refusing to leave the field of play or committed other further acts of misconduct following the dismissal.

iii. Where the offences committed were by non-playing staff or spectators.

b) Referees and Assistant Referees (if qualified Referees) must attend Personal Hearings when required to do so. If a Referee or Assistant Referee, having been summoned to attend, fails to do so, he/she shall be reported by the Secretary of the Commission to the County RDO, who will call for his/her written explanation. Should this explanation be not acceptable, the Referee/Assistant Referee will be charged with misconduct in accordance with the Rules and Regulations of The FA.

### **13 Appointments**

a) Registered Referees shall not officiate in any competition which is not sanctioned, or a match in which unaffiliated clubs compete.

b) The "Order of Precedence" of appointments, whether as a Referee or Assistant Referee, shall be as follows:

- i) FA Challenge Cup;
- ii) FA Premier League;
- iii) Football League;
- iv) FA Challenge Trophy;
- v) FA Challenge Vase;
- vi) County Cups;

*Affiliated Association appointments only take precedence over Panel Leagues, FA Youth Cup FA County Youth Cup, Contributory League and Supply League appointments if the appointment is in CCFA's nominated Senior Cup Competition or in the Semi-final and/or Final of any other CCFA Competition whether the appointment is as a Referee or an Assistant Referee.*

- vii) Panel Leagues;
- viii) FA Youth Cup and FA County Youth Cup Competitions;
- ix) Contributory Leagues (recognised divisions only) and FA Academy

*Referees must attend Personal Hearings when required to do so. At Contributory level or above Match Officials appointments already received, take precedence over requests to attend Personal Hearings. On receipt of notification of a Personal Hearing, referees must close the date with all appropriate competitions.*

- x) Supply Leagues (recognised divisions only)
- xi) All CCFA appointments
- xii) CCFA CORE appointments
- xiii) DFA Cup Appointments
- xiv) All other Affiliated Competitions of The Association.

c) Where release from an appointment is required to enable a Referee to take a more senior appointment at least four days' notice must be given to the relevant County FA or Competition by the Association or Competition requesting the release.

d) Once The FA, or County FA, appointment been made and should the match be subsequently be postponed, abandoned, or result in a draw, and the re-arranged fixture is scheduled to take place less than four complete days from the date of the original match, The FA, or County FA, appointment will take priority over the Order of Precedence, unless The FA, or County FA, waive their right to the services of the Match Official so appointed.

e) 'Fourth Officials' are appointed to certain rounds of FA Competitions and all Premier League and Football League matches. The duties and responsibilities of the Fourth Official are detailed in the Laws of Association Football and in the Competition Rules. Such appointments form part of the Order of Precedence within the Competitions listed above. 'Standby/Reserve Officials' may be appointed to other Competitions but DO NOT form part of the Order of Precedence, and are not to be accepted by referees in preference to an active appointment.

f) Referees under the age of 16 years are only eligible to officiate in Competitions for players under 16 years of age.

### **17 Conflicts of Interest**

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

### **18 Codes of Conduct**

Match Officials shall be bound by Codes of Conduct such as are instructed by The FA and CCFA from time to time.

### **INSTRUCTIONS TO REFEREES**

The attention of Referees is drawn to the following instructions:

#### **(a) Confirmation of Appointments;**

All appointments must be confirmed, or returned to the sender, within 48 hours. Referees and Assistant Referees must also confirm match details sent by the home Club.

#### **(b) Change of contact details;**

All Referees must inform the RDO and their DFA Referee Secretary of any change of address, telephone number or email address.

#### **(c) Closed dates;**

All referees must inform the County Referees Appointments Officer (CRAO) and their DFA Referee Secretary of their closed dates. In the case of the HRAO, this must be in writing by post on the reply card provided or by e-mail to [closeddates@cheshirefa.com](mailto:closeddates@cheshirefa.com). Closed dates will not be accepted by telephone.



### **GUIDELINES FOR THE APPOINTMENT OF MATCH OFFICIALS FOR CCFA CUP COMPETITIONS**

All appointments will be made by, and be the responsibility of, the CRAO who, at his discretion, may invite DFA Referee Secretaries to make nominations for appointments. Appointments to Quarter/Semi Final ties shall be made from appropriately qualified referees who have shown their competence and ability during the current season, and whose marks justify such an appointment. It will not be normal practice to appoint a referee to more than one County Cup Semi Final / Final game[s] in the same season.

In making appointments the CRAO shall take into consideration the distance that a referee has to travel, and where possible appoint three match officials from the same area, in order that they may travel together to save expense. Consideration shall also be given to appointing match officials from the same DFA as the Home Club, particularly when opponents are also from that DFA. It is understood that there will be occasions when it will not be possible to make appointments which can accommodate shorter travel distances, and that from the Quarter Final stages of Competitions it will be important that the match officials are of the appropriate standard for this stage of the competitions, irrespective of where the games are being played.

#### **Final Ties**

Appointment of match officials for the final ties of CCFA Competitions will be made following consultation with the following persons:

#### **Senior/Amateur/Sunday/Ladies Cups**

CRAO, Chairman [Referee Committee], Chairman [Cups Committee], Competitions Secretary, RDO,  
CORE Director & Referee Observer Co-Ordinator.

#### **DFA Youth/Youth/Junior/Minor/Girls Cups**

CRAO, Chairman [Referee Committee], Chairman [Youth Committee], Youth Competitions Secretary, RDO,  
CORE Director & Referee Observer Co-Ordinator.

### Contact Information

#### **CCFA REFEREE DEVELOPMENT OFFICER**

Ed Duckworth

Cheshire FA HQ, Hartford House, Hartford Moss Recreation Centre, Northwich, CW8 4BG

01606 871 166      ed.duckworth@cheshirefa.com

#### **CCFA REFEREE SUPPORT OFFICER**

Nigel Freelove

Cheshire FA HQ, Hartford House, Hartford Moss Recreation Centre, Northwich, CW8 4BG

01606 871 166      nigel.freelove@cheshirefa.com

#### **CCFA REFEREE APPOINTMENTS OFFICER**

Marcus Hawkins      07971 322 840      appointments@cheshirefa.com

#### **CCFA REFEREE OBSERVER CO-ORDINATOR**

Rob Johnson      07759 951 160      observations@cheshirefa.com

#### **HONORARY CORE DIRECTOR**

Nigel Freelove      01606 871 166      nigel.freelove@cheshirefa.com

#### **DISTRICT FA REFEREE SECRETARIES**

|                    |                                                          |               |
|--------------------|----------------------------------------------------------|---------------|
| Altrincham         | Chris Broadhurst      **<br>chris_broadhurst@lineone.net |               |
| Chester            | Liam Power<br>liam.power@yahoo.co.uk                     | 07974 772 095 |
| Crewe              | William Davies<br>williamdavies44@hotmail.co.uk          | 07936 839 537 |
| Macclesfield       | Mark Lee<br>ericthescoot@yahoo.co.uk                     | 07506 826 225 |
| Mid Cheshire       | Billy Smallwood<br>midcheshermatchofficials@gmail.com    | 07803 286 055 |
| Runcorn            | Colin Keam<br>keamc@hotmail.co.uk                        | 07091 967 574 |
| Stalybridge & Hyde | Peter Darby<br>peterdarby47@hotmail.co.uk                | 07776 180 283 |
| Stockport          | Terry Ratcliffe<br>terry.ratcliffe@ratcliffewm.co.uk     | 07769 896 410 |
| Wirral             | John Davies<br>jhdaviesref@btinternet.com                | 07720 764 000 |

## Referees Section

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### **DISTRICT REFEREE ASSOCIATION / SOCIETY SECRETARIES**

|                    |                                               |               |
|--------------------|-----------------------------------------------|---------------|
| Altrincham         | Stephen Brown<br>secretary@altyreferees.co.uk | **            |
| Chester            | Tom Harrison<br>tomryan.harrison@gmail.com    | 07743 088 635 |
| Crewe              | Rick Bradfield<br>rick1bradfield@gmail.com    | 07711 688 265 |
| Ellesmere Port     | Brian Cooke<br>briancookeref@hotmail.com      | 07752 258 570 |
| Mid-Cheshire       | Brian Maddock<br>brianmaddock7@gmail.com      | 07729 570 586 |
| Stalybridge & Hyde | Phil Broadbent<br>pbroad66@yahoo.co.uk        | 07860 888 658 |
| Stockport          | Bob Hurren<br>borobobandbabe@btinternet.com   | 07702 094 447 |
| Wirral             | Zharir Mustafa<br>zharir.mustafa@mail.com     | 07595 760 420 |

### **CHESHIRE COUNTY RA HONORARY SECRETARY/TREASURER**

|            |               |                            |
|------------|---------------|----------------------------|
| I R Davies | 07909 645 609 | i.davies963@btinternet.com |
|------------|---------------|----------------------------|

### REGULATIONS FOR THE REGISTRATION AND CONTROL OF REFEREES

#### PREAMBLE

Pursuant to The Football Association Rule J1.4, the Council is authorised to make regulations with reference to Match Officials as they deem expedient. These 'Regulations for the Registration and Control of Referees' (the "Regulations") are the regulations made under that Rule.

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

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

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

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

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

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

**Annual Review** - the review by a Competition of its List of Match Officials entitled to be appointed for a match in that Competition, to establish the suitability of each Referee to continue to be eligible to be retained on that List. This will take place between the last day of the playing season and the 31st July each year. Such a review will take into consideration the Referee's administration, fitness, conduct and performance on the field of play as defined in these Regulations, as modified by any written instructions to a Competition from the Association from time to time. The Competition must provide reasons for the removal of a Match Official from their List to the Parent Association of the Match Official.

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

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

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

**The FA Referee Course** (previously referred to as The FA Basic Referee Course) - a course of instruction for refereeing 11 a side football, 9 a side football and mini soccer as determined by The Association leading to the examination of Referee candidates.

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

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

**Futsal Observer** - those individuals authorised by The Association to produce Observer reports at levels determined by The Association in relation to futsal.

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

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

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

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

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

**Observers** - those individuals authorised by The Association to produce out Observer reports at levels determined by The Association.

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

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

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

**Registration Period** - from 1 June in each year, (or the date of successful completion of the Basic Referee Training Course if later) to the following 30 June.

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

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

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

**Step 1 List** - those Referees selected by The Association as eligible for appointment to games within specific Leagues determined by The Association to be suitable for Level 2A Referees.

**Step 2 List** - those Referees selected by the Association as eligible for appointment to games within specific Leagues determined by The Association to be suitable for Level 2B Referees.

**Step 3/4 Leagues** - those nominated divisions, within specific Leagues as determined and considered by The Association, suitable for Level 3 Referees.

**Step 5/6 Leagues** - those nominated divisions, within specific Leagues as determined and considered by The Association, suitable for Level 4 Referees.

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

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

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

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

### 1. REGISTRATION

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

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

- (b) A Referee must be registered with The Association through the Affiliated Association within the area in which the Referee resides, which will be deemed that

referee's Parent Association (or County). The Parent Association for serving members of The Armed Forces is the Affiliated Association of the service in which they serve; such referees may also register as an Associate Referee with the Affiliated Association in whose area they reside. A Referee will be required to pay the standard national registration fee to be determined annually by The Association. Registration will run from the date of registration until the following 30 June. A Referee may become an Associate Referee with another Affiliated Association but will not be required to pay a further fee.

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

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

## **2. REFEREE RECRUITMENT, TRAINING AND EXAMINATION**

- (a) The Association and Affiliated Associations shall be responsible for the recruitment, training and examination of Referees.
- (b) The requirements and standards for Referee training and examination shall be agreed by The Association.
- (c) Initial Referee training course fees shall be set by The Association for:
  - FA Referee Course
  - Futsal
  - Small Sided Football
  - Disability Football

- (d) FA Referee Course - A candidate will undergo training and evaluation, including assessments as determined by The Association.
- (e) All other formats of initial Referee training will be examined at the end of the period of training.
- (f) The minimum age a candidate may be presented for initial examination of the FA Basic Referee Course and all other forms of refereeing will be 14 years.
- (g) Candidates who do not reach the standard required by The Association in the initial examination may be re-examined at a time appropriate to the needs of the individual as determined by The Association and/or the Affiliated Associations.

### 3. CLASSIFICATION

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

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

|               |                                                                                                                                                                                              |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| International | FIFA List Referee                                                                                                                                                                            |
| Level 1       | Select Group or National Group Referee                                                                                                                                                       |
| Level 2a      | Step 1 List Referee                                                                                                                                                                          |
| Level 2b      | Step 2 List Referee                                                                                                                                                                          |
| Level 3       | Step 3/4 Leagues Referee                                                                                                                                                                     |
| Level 4       | Step 5/6 Leagues Referee*                                                                                                                                                                    |
| Level 5       | Senior County Referee. This classification includes Referees who have served at a higher Level.* *                                                                                           |
| Level 6       | County Referee                                                                                                                                                                               |
| Level 7       | Junior County Referee (16 years of age or over)                                                                                                                                              |
| Level Y       | Youth Referee (14 or 15 years of age)                                                                                                                                                        |
| Level D       | Referee Workforce (an active Referee officiating in 6 or fewer matches a season) <ul style="list-style-type: none"><li>- Tutor</li><li>- Observer</li><li>- Mentor</li><li>- Coach</li></ul> |

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

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

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

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

|               |                                |
|---------------|--------------------------------|
| MSR           | - Mini Soccer Referee          |
| SS            | - Small Sided Referee          |
| International | - FIFA List Referee            |
| 1W            | - Women's Super League Referee |
| 2W            | - Women's Championship Referee |
| 3W            | - Women's National Referee     |
| 4W            | - Women's Regional Referee     |
| YW            | - Women's Youth Referee        |
| International | - FIFA List Referee            |
| FR1           | - Select Group Referee         |
| FR2           | - National List Referee        |
| FR3           | - Regional Referee             |
| FR4           | - County Referee               |
| FRY           | - Youth Referee                |
| FRT           | - Trainee Referee              |

- (b) When a Referee changes residence from one Affiliated Association to another, the classification Level will be accepted by the Affiliated Association into whose area the Referee has moved.
- (c) A Referee moving to England from another country must provide proof of their current Referee status from their National Association. The Association will determine their classification Level.
- (d) Trainee Referees undertaking the FA Referee Course must be registered as Level T after successful completion of the final course examination. A Level T Referee will automatically become a Level 7 Referee (16 years of age or over) or Level Y (14 or 15 years of age) upon successful completion of the FA Referee Course.
- (e) A Level Y Referee will automatically become a Level 7 Referee on reaching the age of 16
- (f) FIFA nominations:

Nominations will be approved annually by The Association's Referees' Committee. Priority will be given to developing English officials who show the potential to officiate at future major international finals and tournaments.

A FIFA official who ceases to be on the FIFA list will not be considered for future nomination although consideration may be given in exceptional circumstance to an official who resigned from the FIFA list for significant personal reasons.

The following factors will be taken into consideration for each potential nominee:

- Domestic performances
- International performances
- Potential to officiate in future major international tournaments with special consideration being given to UEFA EURO Championships and FIFA World Cups
- Fitness and body composition
- Availability
- Ambassadorial qualities
- Organisation and attitude (including feedback, reporting, self-analysis etc...)



Consideration will be given to operational requirements and the strategic planning of the overall makeup of the English FIFA lists

#### 4. PROMOTION

In addition to specific criteria outlined below, candidates for promotion may be required to undertake all or some of the following:

- Physical fitness test(s).
- Laws of the Game test(s).
- Competition rule and regulations test(s).
- Interview.

Account may also be taken of administration and availability.

##### **Men**

- (a) Selection and promotion within Levels 4 to International will be determined as follows:

|                     |                                                                                                                                                                                                                                                                |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| International Level | Annual nomination by The Association to FIFA, selected from those eligible Referees as at the date of nomination determined by FIFA.                                                                                                                           |
| Level 1             | Referees who have been promoted from Level 2A for outstanding ability as determined by The Association.                                                                                                                                                        |
| Level 2A            | Referees who have been promoted from Level 2B for outstanding ability as determined by The Association.                                                                                                                                                        |
| Level 2B            | Referees who have been promoted from Level 3 for outstanding ability as determined by The Association.                                                                                                                                                         |
| Level 3             | Referees who have been promoted from Level 4 for outstanding ability as determined by The Association.                                                                                                                                                         |
| Level 4             | Referees who have been promoted from Level 5 for outstanding ability as determined by The Association following nomination by the Affiliated Association to act as an Assistant Referee on the Step 3/4 Leagues and as a Referee on selected Step 5/6 Leagues. |

Referees will be required to complete successfully an annual fitness test and other criteria as determined by The Association prior to having their classification confirmed. On initial selection for promotion to a higher Level, Referees may be required to attend an interview to ascertain their suitability against criteria determined by The Association. The Association will determine the acceptable number of matches required for consideration to be selected for Levels 4 and above.

- (b) Selection and promotion within Levels 7 to 5 will be determined as follows:

Referees must apply for promotion in writing to their Parent Association no later than 1 August in the season in which promotion is sought. Referees considered for promotion in the preceding season, but not successful, will automatically be included in the promotion scheme for the following season unless they indicate otherwise, in writing, to their Parent Association.

- (c) The Parent Association may charge promotion candidates an administration fee (the sum to be determined from time to time by The Association); the administration fee will be refunded to a candidate who completes the promotion process, regardless of whether or not they are promoted.

The responsibility of promoting Referees within Levels 7 to 5 rests with the Referee's Parent Association. All selections must be made by 31 May each year.

Levels 5 and 6

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

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

Level 7 - Reclassification from Level Y and T

- (d) At an interim meeting at the end of November County Associations may:
- Identify Level 7 Referees who are showing promise and consider them for accelerated promotion from Level 7 to 5 in one season providing they meet the criteria as determined above
  - To gather supporting evidence for this "accelerated promotion" the Affiliated Association should provide the Referee with more challenging matches eg higher division matches in local leagues, games in later rounds of County Competitions. Referees being considered for this promotion would require an additional 20 games and a further three Observer reports at the higher Level of challenge. The Referee must attend an in-service training event for Level 6 to 5 and take the appropriate examination as determined in the criteria set by The Association.
  - Review for promotion to Level 6 or 5 a Referee who was ineligible for consideration in the annual promotion meeting because of shortage of games. Referees who meet the criteria may be promoted to Level 6 or Level 5 with effect from 1 December.
- (e) A Level 7 Referee must officiate as a Referee in a minimum of 20 games in one registration period before applying for promotion. No Affiliated Association may impose any other qualification periods which cause delayed passage through the promotion pyramid.

### Women

- (f) Promotion through the Women's Football pyramid will follow the criteria above, excepting that Referees choosing the women's pathway cannot automatically cross over to the same Men's pyramid classification.

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

|               |                                                 |
|---------------|-------------------------------------------------|
| International | - FIFA List Referee                             |
| Level 1W      | - Women's Super League Referee                  |
| Level 2W      | - Women's Championship Referee                  |
| Level 3W      | - Women's National Referee                      |
| Level 4W      | - Women's Regional Referee                      |
| Level YW      | - Women's Youth Referee (14 or 15 years of age) |

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

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

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

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

Level 3W

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

- Observer reports by Observers on a minimum of three games.
- Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 10 matches must be in women's competitions) officiated in as a Referee in the marking season.
- Completion of at least 3 games as an Assistant Referee.
- Successful completion of a written examination as determined by The Association.

Trainee Referees undertaking the FA Basic Referee Course must be registered as Level 7 by the end of module 3. A Trainee Referee who wishes to join the women's football pathway will automatically become a Level 4W Referee (16 years of age or over) or Level YW (14 or 15 years of age) upon successful completion of the FA Basic Referee Course.

A Level YW Referee will automatically become a Level 4W Referee on reaching the age of 16.

### **Futsal**

International FIFA List Referee

Annual nomination by The Association to FIFA, selected from those eligible Futsal Referees as at the date of nomination determined by FIFA. Nominees must operate regularly on the FA sanctioned competitions.

**FR1** – Officiates all National competitions and Home internationals (if FIFA fitness test has been passed)

Promotion from FR2 to FR1 shall be based on the following criteria:

- Successful completion of a fitness test as determined by The Association.
- Successful completion of an annual Futsal Laws of the Game examination.
- Attendance at in-service training events as determined by The Association.
- Officiate a minimum of 10 games as referee 1 or 2 in the FA's sanctioned competitions in the playing season.

- Attain an Observer Report average as determined by The Association, from a minimum of three reports.
- Performance, as determined by The Association, in both the Observer and club marks merit tables.

**FR2** – Officiates Futsal Series Tier 2 and below; may officiate Tier 1 competitions (provided the FR1 fitness test has been completed); Tier 3 Futsal competitions and the FA Futsal Cup.

Promotion from FR3 to FR2 shall be based on the following criteria:

- Successful completion of a fitness test as determined by The Association.
- Successful completion of an annual Futsal Laws of the Game examination.
- Attendance at in-service training events as determined by The Association.
- Officiate a minimum of 10 games as referee 1 or 2 within approved open-aged competitions in the playing season.
- Officiate in 'talent identification' events as determined by The Association.
- Attain an Observer Report average as determined by The Association, from a minimum of three reports.
- Apply in writing to the County FA Referee Development Officer by no later than 31st May each year.

**FR3** – Officiates competitions at Tier 3 and below and designated rounds of the FA Futsal Cup.

Promotion from FR4 to FR3 shall be based on the following criteria:

- Successful completion of a fitness test as determined by The Association.
- Successful completion of an annual Futsal Laws of the Game examination.
- Attendance at in-service training events as determined by The Association.
- Officiate a minimum of 10 games as referee 1 or 2 within approved open-aged competitions in the playing season.
- Officiate in 'talent identification' events as determined by The Association.
- Attain an Observer report average as determined by The Association, from a minimum of three reports.
- Apply in writing to the County FA Referee Development Officer by no later than 31st May each year.

**FR4** – Officiates FA Futsal Cup regional rounds; County FA and other sanctioned Futsal competitions.

**FR Youth** – Officiates FA sanctioned Youth Futsal competitions.

An FR Youth will be re-classified as FR4 upon reaching the age of 16.

**FR Training** – Officiates County Futsal leagues and other sanctioned Futsal competitions.

An FR Training referee will automatically become FR4 (16 years of age or over) or FR Youth (14 or 15 years of age) upon successful completion of the FA Futsal Referee Course.

## 5. COMPETITIONS

- (a) Affiliated Associations must advise successful candidates of the result of the initial examination, in writing, as well as providing them with details of local competitions on which they are eligible to officiate.
- (b) Referees under the age of 16 are only eligible to officiate in competitions where the players' age band is at least one year younger than the age of the Referee. e.g. a

15 year old referee may only referee in competitions where the age banding is 14 or younger. This also applies to those mentioned in regulation 1(a) regarding unregistered and or unqualified Referees.

- (c) Referees under the age of 16 must not participate either as a Referee or Assistant Referee in any open age competition. This also applies to those mentioned in regulation 1(a) regarding unregistered and/or unqualified Referees.
- (d) The Association will advise Affiliated Associations annually of those Competitions, and the recognised Leagues and divisions, which have been granted Step 5/6 Leagues status.
- (e) A Competition acting alone may not suspend a Match Official from its List at any time during the playing season (such power resting solely with The Association, Affiliated Association or Service Association as appropriate under Regulation 7 below).

A Competition can only remove a Match Official from its List during the season with the written approval and permission of the Association or the Parent Association of the Match Official.

A Competition may remove a Match Official from its List as part of the Annual Review and must provide reasons for the removal to the Parent Association of the Match Official.

- (f) The practical performance on the field of play of Match Officials officiating at Step 5/6 Leagues and above shall be appraised and reviewed during and at the end of each marking season.

Competitions at Step 5/6 Leagues and above are responsible for informing Referees of their performance at regular intervals during the season.

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

All affiliated football clubs are to mark Referees on a scale of 1-100. An example of the marking Guide and form to be used in Step 5/6 Leagues is shown at Appendix A. Similarly an example of a marking guide and form for all other affiliated football is shown at Appendix B.

- (g) A Match Official may appeal to the relevant Affiliated or Service Association, or where appropriate The Association, against a decision of a Competition to remove or suspend the Match Official from its List.
- (h) A Competition shall not have the power to act in relation to the Registration of a Referee.

Any allegation of behaviour alleged to constitute a breach under Regulation 7 (a)( i) or (ii) below must be reported to The Association, Affiliated Association or Service Association in accordance with Regulation 7 (c) below.

- (i) Match Officials' Fees and Expenses are set or approved by Affiliated Associations. Match Officials officiating in competitions at Step 5/6 Leagues and above may not receive any other financial reward or incentive based on their on field of play performances from any Affiliated Association or Competition, other than the set fees and expenses.
- (j) A Competition may add a new referee to its List for a period not exceeding 6 months, on a probationary basis. By the end of this period of time, the Competition must either confirm the referee as an addition to its List or inform the Parent Association of the Match Official that it will no longer offer them appointments.

### 6. TRAINING

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

### 7. CONDUCT OF REFEREES

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

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

disciplinary or regulatory hearings at a particular time, etc or any breach of Regulation 10 or 13.

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

The Referee shall respond within 14 days and may either:

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

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

### **Guide to Procedures at Personal Hearings**

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

- (a) The allegation(s) will be read out to the Referee, who will be asked if the allegation(s) are admitted or denied.
- (b) Evidence in support of the allegation(s) to be called.
- (c) Evidence in response to the allegation(s) to be submitted by the Referee, who may, with the permission of the Referees' Committee or Commission, be accompanied by a representative. (Any such representative shall not be permitted to give evidence as a witness).
- (d) The Referees' Committee or Commission and the Referee (as appropriate) shall be entitled to ask questions of any witness giving evidence in support of the allegation(s). The Referees' Committee or Commission shall be entitled to ask questions of the Referee, who may give evidence in defence of the allegation(s).

The Referees' Committee or Commission may draw such inferences as it considers appropriate from the failure of the Referee to give evidence or answer a question.

- (e) In the event of evidence submitted in answer to the allegation(s) disclosing a point which the Referees' Committee or Commission considers was not covered in the evidence of, or not put to, any witness in support of the allegation(s), the Referees' Committee or Commission may recall and ask questions of such witness. The Referee or relevant representative may also ask questions.
- (f) After the evidence has been completed to the satisfaction of the Referees' Committee or Commission, the Referee or representative shall be entitled to make submissions based upon the evidence, but this may not include reference to facts not disclosed in the evidence presented to the Referees' Committee or Commission. At the conclusion of the submissions all persons shall withdraw whilst the Referees' Committee or Commission considers the evidence and submissions presented to it and determines whether the allegation(s) has been proved or not.

After reaching a decision, the Referees' Committee or Commission shall recall the Referee and any representative, and announce whether the allegation(s) have proved or not proved. The decision shall be subsequently confirmed in writing. As an alternative the Referees' Committee or Commission may, where it considers it appropriate, not announce its decision at the meeting but inform the Referee that such a decision will be communicated in writing.

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

Action in respect of the Registration of Match Officials appointed to Competitions of The Association and other Competitions including Step 3/4 Leagues and above in the Order of Precedence (Section 9) will be considered by the appropriate committee of The Association.

- (i) In circumstances where it is considered appropriate, the Referees' Committee may order that the Registration of a Referee be suspended with immediate effect, pending determination of a charge of Misconduct or pending the determination of a charge under 7(a)(i) or (ii) above and in the latter case the reason for such suspension is to be notified to the Referee in writing and reported to the Commission hearing any resultant charge.

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

- (a) Where The Association or an Affiliated or Service Association, through its Referees' Committee, makes an order in relation to the registration or classification of a Referee there shall be a right of appeal by the Referee against the decision.

Where the order is made under Regulation 7, the appeal procedure is outlined below. In all other cases the appeal shall follow the procedure determined by the appropriate body i.e. The Association, Affiliated Association or appointing authority.

- (b)
  - (i) Notice of an appeal against a decision of a Referees' Committee or Commission thereof made under Regulation 7 must be lodged with The Association or appropriate Affiliated Association within 14 days of notification of the decision appealed against, accompanied by a fee as determined by The Association.
  - (ii) An Appeal shall be considered by an "Appeals Panel" comprising Members of the Council of The Association or appropriate Affiliated Association established specifically to deal with appeals from decisions under Regulation 7, none of whom shall have been party to the original decision. A decision of the Appeals Panel shall be final and binding.
  - (iii) The Notice of Appeal must:
    - (1) identify the specific decision(s) being appealed
    - (2) set out the grounds of appeal; and



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

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

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

- (2) whether or not the appeal is allowed; and
- (3) the order(s) of the Appeals Panel.

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

### 9. APPOINTMENTS

- (a) Registered Referees shall not officiate in any Competition, which is not sanctioned, or match in which unaffiliated clubs compete.
- (b) The "Order of Precedence" of appointments, whether as a Referee or Assistant Referee shall be as follows:
  - (1) The FA Challenge Cup Competition and The FA Women's Challenge Cup Competition (Fourth Round Proper onwards);
  - (2) The Premier League;
  - (3) EFL;
  - (4) The FA Women's Super League and The FA Women's League Cup;
  - (5) The FA Challenge Trophy Competition;
  - (6) The FA Challenge Vase Competition;
  - (7) Affiliated Association Cup Competitions\*
  - (8) Step 1 List and Step 2 List and The FA Women's Championship;
  - (9) The FA Youth, FA County Youth Challenge Cup Competitions and The FA Women's Challenge Cup (prior to Fourth Round Proper).
  - (10) Step 3/4 Leagues, National League Systems Cup and FA Sunday Cup
  - (11) Step 5/6 Leagues (including selected Step 7 divisions)
  - (12) Senior County Leagues
  - (13) Intermediate County League
  - (14) Women's National League and Cup
  - (15) Women's Regional League and Cup
  - (16) County Junior Leagues
  - (17) County Women's Leagues and Cup
  - (18) All other competitions, including Youth Competitions

*\*Affiliated Association appointments only take precedence over National League System, The FA Youth and FA County Youth Challenge Cup Competitions appointments if the appointment is in the Affiliated Association's nominated Senior Cup Competition or in the Semi-final and/or Final of any other Affiliated Association Competition whether the appointment is as a Referee or an Assistant Referee.*

*\*\*Fourth Officials where appointed do not form part of the Order of Precedence and usually do not take precedence over an active appointment.*

- (c) Referees must attend personal hearings when required to do so. At Step 3/4 Leagues or above Match Officials' appointments already received, take precedence over requests to attend personal hearings. On receipt of notification of a personal hearing Referees must close the date with all appropriate competitions.
- (d) Where release from an appointment is required to enable a Referee to take a more senior appointment at least four days' notice must be given to the relevant Affiliated Association or competition by the association or competition requesting the release. Where fewer than four days' notice is given, The Association or

Competition must obtain permission from the Affiliated Association or Competition for the Referee to be released.

- (e) Once The Association or an Affiliated Association has appointed a Match Official if, subsequently, the match is postponed, abandoned or results in a draw and the rearranged fixture is then scheduled to take place less than four complete days from the date of the original match, The Association or Affiliated Association appointment will take priority over any other appointment already accepted by the Referee from a competition lower in the order of precedence, unless The Association or Affiliated Association waive their right to the services of the match official so appointed.
- (f) "Fourth Officials" are appointed to certain rounds of FA Competitions, Premier League and EFL matches and associated Competitions, and the Step 1 List Competitions. The duties and responsibilities of the Fourth Official are detailed in the Laws of the Game and in the Competition Rules. Such appointments form part of the Order of Precedence within the Competitions listed above.
- (g) Reserve Assistant Referees may only be appointed in FA, Premier League and EFL Competitions, with the approval of The Association. They have no duties other than to replace an official who is unable to officiate.
- (h) With the exception of appointments made by The Association, Referees must obtain permission from their Parent Association (or County Association), or The Association in order to officiate in matches outside the United Kingdom.

### 10. CONFLICTS OF INTEREST

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

### 11. REFEREES' UNIFORMS

- (a) All Match Officials in Competitions under the jurisdiction of The Association and Affiliated Associations must wear uniforms comprising a plain shirt which shall be almost entirely black with a white or black collar and black shorts. Socks will be black; the sock top will be black, white or the colour of the shirt or its collar. Affiliated Associations may give permission for Referees to wear non-black shirts in a Competition which the Affiliated Association organises and/or sanctions. The shirt(s) must be almost entirely of a single colour. Where a Competition appoints neutral assistant referees, only one non-black coloured shirt is permitted; the colour must be designated and competition rules must ensure that the match officials can wear black or the designated colour without clashing with the Players.
- (b) Headgear may be worn in extreme weather conditions. It must be plain black and not restrict the vision of the Match Official.
- (c) The following Competitions may be exempt from (a) above, on application to The Association subject to the conditions below:
  - The FA Women's Super League and The FA Women's Championship
  - The Premier League
  - EFL
  - Competitions with Step 1 List, Step 2 List, Step 3/4 Leagues and Step 5/6 Leagues Status

Application must be submitted annually prior to 1 May for the following season. Approval will be considered only for shirts that are almost entirely of a single colour

and where the competition confirms to The Association that all Match Officials will be provided with shirts, shorts and socks free of charge.

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

### **12. RETURNS**

- (a) Annually, in accordance with the instructions of The Association issued from time to time, competitions shall provide to The Association or appropriate Affiliated Association lists of Match Officials used. Such lists shall include the marks awarded by clubs, and Observer reports where appropriate, during the specified period, together with any other information required.
- (b) Not later than the date decided by The Association, Affiliated Associations shall nominate suitable Referees for consideration by The Association for selection to the Step 3/4 Leagues Assistant Referees List.
- (c) Competitions that are required to administer fitness tests must submit the results to The Association and the Referee's Parent Affiliated Association.

### **13. CODES OF CONDUCT**

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

### **14. REPORTING MISCONDUCT**

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

### GUIDE TO MARKING

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

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

#### Notes

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

### HOW TO DECIDE ON THE REFEREE'S MARK

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

#### CONTROL AND DECISION MAKING

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

#### COMMUNICATION AND PLAYER MANAGEMENT

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

#### FINAL THOUGHTS

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

### APPENDIX A CLUB REPORT ON MATCH REFEREE

(Supply League)

Form to be completed after every match

Date: .....

Competition: .....

Home Club

Away Club

.....

V

.....

Referee: .....

#### Referee's Performance:

Please tick appropriate box

##### a) Overall control

Disappointing ☐ Reasonable ☐ Good Excellent ☐

##### b) Overall decision making

Disappointing ☐ Reasonable ☐ Good Excellent ☐

##### c) Communication and Player Management

Disappointing ☐ Reasonable ☐ Good Excellent ☐

Mark out of 100

Section 3: Additional Comments (Continue Overleaf if necessary)

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

Name (please print): .....

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

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

### APPENDIX B CLUB MARKING OF REFEREES

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

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

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

Referee: .....

Overall control and decision making:

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

A mark between 91-100 would be regarded as 'excellent'

A mark between 71 and 80 would represent the standard expected

Our club awards an overall mark of  out of 100

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

(Signed): .....

(Secretary): .....

Club: .....



### **APPENDIX C**

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

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

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

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

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

##### **Appointments**

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

##### **Benevolent Scheme**

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

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

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

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

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

##### **General Advice**

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

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

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

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

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

##### **Legal Advice**

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

### **Liaison with the National Referee Managers**

Affiliated Associations should make every use of the services of the National Referee Managers in the support of its responsibilities for registered Referees as outlined in this Memorandum.

### **Licensed Referee Tutor Courses**

Affiliated Associations should identify those candidates it considers suitable to attend Licensed Referee Tutor Courses in accordance with the criteria notified by The Association from time to time. The Association makes financial provision for these courses.

### **Mentor Scheme**

Affiliated Associations are required to provide Mentor support for Referees undertaking the Referee Course (previously the Basic Referee Course). It is recognised that mentoring is an aid to retention and Affiliated Associations are encouraged to extend the service to other Referees wherever possible.

### **Monitoring of Financial Provision**

Affiliated Associations are required to develop and produce a County Development Plan linked to the National Game Strategy which details key initiatives and targets to support recruitment, retention and development of Referees as well as offering details on the financial support provided by The Association. Returns are to be submitted to The Association upon request.

### **Nominations to the Contributory League List**

Affiliated Associations are required to nominate eligible and suitable Referees to join the Contributory League Assistant Referees List from their Senior County Referees on request from The Association's Refereeing Department. Those Referees who are nominated for consideration to the Contributory League Assistant Referees List must have successfully completed the required fitness test as determined by The Association's Referees' Committee from time to time.

### **Personal Accident Insurance**

Affiliated Associations are encouraged to investigate the need for Personal Accident Insurance for Referees.

### **PGMOL**

The Professional Game Match Officials Ltd is responsible for officials operating in the Premier League, EFL and Panel Leagues.

### **Promotion and Assessment Scheme**

Affiliated Associations are responsible for the promotion of Referees up to Level 5 - Senior County Referee, in accordance with the Regulations for the Registration and Control of Referees, by ensuring that Referees are active at the appropriate Level and are regularly assessed. The promotion assessment scheme is part funded by The Association. Senior County Referees and below, outside the promotion scheme, who are administered by their Parent Association should be regularly assessed for development purposes.

### **Public Liability Insurance**

A minimum of £5 million, as recommended by The Association, cover for public liability insurance.

### **Recruitment and Training of New Referees**

The recruitment and training of new Referees is an important area which Affiliated Associations have responsibility towards the development of the future of the game. The Association supports this with provision of financial and material support.

### **Referee Discipline**

The Regulations for the Registration and Control of Referees devolve the responsibility for Referee discipline, of those Referees not operating on the National List of Contributory League Officials or above, to the Referee's Parent Association. Where an alleged offence is committed by a Referee whilst acting as a Match Official in any capacity (on or off the field) the matter will be dealt with by a Referees' Committee or Commission thereof, except where the charge relates to FA Rule E. In this and all other circumstances the Referee will be dealt with as any other Participant. Referees should be made aware of the process by which any acts of misconduct, or indiscipline in relation to their registration, will be dealt with by the Affiliated Association.

### **Registration**

Registrations for Referees must be in accordance with the Regulations for the Registration and Control of Referees as amended by The Association from time to time. Affiliated Associations will collect the National Registration fee and, where appropriate, any Associate Referee fee levied by them for Referees administered by another Affiliated Association. Except where determined otherwise, Affiliated Associations will be responsible for the provision of CRC and any other checks on Referees as decided by The Association.

### **Safeguarding Children Training**

In accordance with the Rules of The Association, every participant in a position of trust e.g. coach, referee, medic, welfare officer etc... is required to undergo Safeguarding Children Training. The Association's Referees Department and Equality and Child Protection Unit will provide appropriate guidance.

### **Schools of Excellence and Referee Academies**

Affiliated Associations are strongly encouraged to include a School of Excellence (or Referee Academy) for referees.

### **Transfers**

Affiliated Associations are responsible for ensuring that Referees who move to another administrative area are notified to the receiving Association. On receipt of that notification, the receiving Affiliated Association should ensure that the Referee is made aware of the refereeing activities in the County

Deliberately Blank

### GENERAL INFORMATION

#### LONG SERVICE AWARDS POLICY

##### FOOTBALL ASSOCIATION AWARDS (Criteria currently under review by The FA)

Cheshire FA will consider for recommendation to The FA nominations from District Associations, Leagues, Full and Associate Member Clubs in respect of any participant who has contributed 50 years continuous service to football in Cheshire.

##### CHESHIRE COUNTY FOOTBALL ASSOCIATION AWARDS

###### A) Long Service Awards

The Association will recognise the completion of 21 years continuous service by serving Officers by the 1 June in any year of the following:

**Full Member Clubs  
Associate Member Clubs  
Sanctioned Leagues**

Officers within the above categories who satisfy the criterion should be drawn to the attention of the County Association's Chief Executive by 1 June following the completion of 21 years continuous service.

###### District Associations

Any Officer of a District Association qualifies under this section provided that s/he has completed 21 years continuous service as a recognised Officer of that Association. Those qualifying should be drawn to the attention of the County Association's Chief Executive by 1 June following the completion of 21 years continuous service.

Approved nominees will receive a suitably inscribed rose bowl, as a memento in recognition of the service given to football in Cheshire, either at the Annual General Meeting or another suitable occasion following the completion of 21 years continuous service. The recipient will also receive a gift of their choosing, the cost of which should not exceed £125.

Any person in any of the above categories should receive only one such County award eg a District Association Secretary who completes 21 years continuous service in that post and also completes 21 years service as a Member of the Cheshire County FA Council.

###### B) Special Awards (A Framed Certificate plus an inscribed memento)

Sanctioned Leagues and Full and Associate Member Clubs may recommend to the Directors, through their District Association, that a Special Award be made to:

- i) A member of a Sanctioned League who has completed 35 years service
- ii) A member of a Full or Associate Member Club who has completed 35 years service

- iii) A member of a District Association who has completed 35 years service
- iv) A match official who has completed 35 years of officiating in football in Cheshire by the 1 June in any year subject to that person not having received an Award under **(A)** above.

### **AWARDS MADE BY DISTRICT ASSOCIATIONS**

District Associations are encouraged to recognise Long Service achieved by:

- i) Its Officers and Council Members
- ii) Secretaries of Affiliated District Member Clubs (other than Full or Associate Members) who have completed 21 years continuous service by 1 June in any year
- iii) Any Officer or member of a Club who has completed 35 years continuous service with that Club

It is recommended that these Awards be presented at the District Association's AGM.

District Associations can request a contribution, currently £25 per Award, in respect of their Awards subject to the value of the Award being at least £50.

### **USE OF MEMBERS' VEHICLES - INSURANCE**

Use of a Member's own vehicle on Cheshire FA business is the responsibility of the Member and claims for any damage to the vehicle whilst travelling to and from Cheshire FA events should be the subject of a claim to a Member's own insurance company. This would include any excess required by the insurer. Cheshire FA pays a mileage allowance which covers not only the running cost of the vehicle but a contribution towards insurance; therefore, Cheshire FA does not accept any liability for any claim, including excess.

### **COMPLAINTS POLICY**

The Policy of the Cheshire Football Association is to deal fairly with all customer complaints. To achieve this we have implemented the following procedures within our business:

- 1 All complaints should be submitted in writing. On receipt, the complaint will be date recorded in a complaints book and acknowledged in writing, within 7 working days, confirming that it is being dealt with in accordance with this Policy.
- 2 The complaint will be investigated properly and fairly by a person who was not involved in giving rise to the complaint.
- 3 A further written response to the complaint will be sent within 14 days either answering the complaint or indicating that more work or action is needed to resolve the complaint.
- 4 Where more work or action is needed to resolve the complaint this will be undertaken in the shortest possible time.
- 5 In the event that the complainant is dissatisfied with the final response to the complaint, the matter will be referred to the Board of Directors. Any Director(s) involved in the initial investigation will not be involved in this further consideration.

All complaints should be addressed to:

Steve. Smithies  
Chief Executive  
Cheshire County Football Association Limited  
Hartford House  
Hartford Moss Recreation Centre  
Northwich  
Cheshire  
CW8 4BG

**Footnotes: The above policy deals with complaints about the administration of the Company by members of the Board, Council, Office Staff and any person providing a service on behalf of Cheshire FA.**

**Football Complaints are covered by Membership Rule 8.5, which requires that such complaints be submitted in writing, in duplicate to the General Manager with a deposit of £35, which may be forfeited if the complaint is not sustained.**

If you wish to report a matter, or you have a query, please contact:

Garry Polkey, Compliance and Regulation Manager  
Hartford House, Hartford Moss Rec Centre, Northwich, Cheshire, CW8 4BG  
Telephone: 01606 871166 Fax: 01606 871292

Website: [www.cheshirefa.com](http://www.cheshirefa.com) Email: [garry.polkey@cheshirefa.com](mailto:garry.polkey@cheshirefa.com)

### WEBSITES

More and more information is now appearing on The FA website ([www.TheFA.com](http://www.TheFA.com)) and the Cheshire FA website ([www.cheshirefa.com](http://www.cheshirefa.com))

### KIT AND ADVERTISING REGULATIONS

#### Introduction

These Regulations are made pursuant to FA Rule J2 and The Association's Regulation's for the Registration and Control of Referees. Clubs are also referred to the Laws of the Game.

All references to a club or clubs in these Regulations include any team, whether or not part of a club.

Clubs participating in International competitions must also comply with all relevant regulations of FIFA, UEFA and other Confederations.

It is recommended that clubs and football boot and clothing manufacturers seeking clarification of any of the regulations do so by referring to the specific competition rules and The Association.

We would encourage clubs and football boot and clothing manufacturers to seek feedback at the earliest possible time, in relation to designs and advertising from The Association and their specific competition. Clubs and manufacturers are reminded to obtain the necessary permissions before manufacture.

#### Definitions and Interpretation

**"Advertising"** means any designation, message, logo, trademark, name or emblem of any nature.

**"Clothing"** means the Match clothing of a Player, Club Official or Match Official and shall include without limitation shirts, shorts, socks, undershorts, t-shirts (or any other item of clothing worn under the shirt), sweat-bands, headbands, hairbands, caps, captain's armband, tracksuits, "walk on" jackets (i.e. that worn by Players for the pre-match player line up), gloves, waterproofs, sweat tops, sock tie-ups. Also, any outer garments worn by substitutes and Club Officials in the Technical Area at any time. Save where stated to the contrary, Football Boots are not considered as Clothing.

**"Clothing manufacturer"** means any undertaking that carries out the business of the manufacture or licensing of football clothing and has been appointed by the Club concerned to supply the clothing.

**"Club Officials"** in these Regulations includes any Club Official as defined in the Rules who has team duties such as managers, coaches, physiotherapists, and doctors and includes any person who takes up a position in the Technical Area at any time during a Match.

**"Football Boots"** means any footwear worn during the period of a Match by a Player or Match Official.

**"Other Equipment"** means medical bags, kit bags, blankets, towels, bottles and any medical equipment worn by a Player (including head protection, face masks, casts, kneepads or knee braces, elbow pads) that may be used on the field of play and / or in the Technical Area.

**"Technical Area"** shall have the meaning given to it in the Laws of the Game.

*[Note: In calculating the area of any Advertising referred to in these Regulations, the usual mathematical formula will be used, and any outlines or box surrounds of the relevant designation, message, name, logo, emblem or mark, and all included space, shall be considered as part of the area of Advertising. If any further guidance is needed please contact The Association – sanctioning@thefa.com]*

#### A. GENERAL

1. Advertising on Clothing and Football Boots is only permitted during the period of a Match in accordance with these Regulations and the Laws of the Game. This applies to Players, including substitutes, any others in the Technical Area, including Club Officials and to Match Officials. The rules of an Affiliated Association or Competition may provide that for matches under their jurisdiction a Club is obliged to obtain permission for any of the Advertising listed in Section C below, subject always to these Regulations. Clubs must seek the permission of the



Competition organiser in order to wear any items of Clothing during any pre-match warm-up, ceremony or player line up that bear any slogan or message not otherwise covered by these Regulations (for example but not limited to a message of support regarding an ill team-mate).

2. Where the rules of an Affiliated Association or Competition require a Club to obtain permission under A(1), a new application for permission must be made to the appropriate body each time it is proposed to amend the Advertising. Subject to the provisions of Section B2 and Section C(5) below, or any relevant provisions of the appropriate Competition, there is no restriction on the number of such applications that may be made during the course of each season.
3. Disciplinary action in accordance with the Rules may be taken against a Club, Player, Club Official or Match Official for any breach of these Regulations.
4. The appearance on, or incorporation in, any item of Clothing, Football Boots or Other Equipment of any distasteful, threatening, abusive, indecent, insulting, discriminatory or otherwise ethically or morally offensive message, or any political or religious message, is prohibited. The Advertising of tobacco products is prohibited.
5. A Club shall observe all recognised Advertising standards and in particular those of the Advertising Standards Authority.
6. Advertising entailing the use of numerals is permitted only if such numerals clearly form part of the Advertising and cannot in any way be confused with Players' shirt numbers.
7. No colour or design may be used in Advertising that might create problems of identification for Match Officials and/or opponents. The colour and design of the Clothing of opponents, goalkeepers and match officials must be taken into account.
8. Without limiting the effect of the above, in the case of Match Officials under the age of 18 years, or a team comprising players all under the age of 18 years on 31 August in the current season, the appearance on or incorporation in any item of Clothing, Football Boots or Other Equipment of any reference whatsoever to a product, service or other activity which is considered by The Association as detrimental to the welfare, health or general interest of young persons, or is otherwise considered inappropriate, having regard to the age of the players or Match Officials, is prohibited.

It is the view of The Association that examples of such products, services or related activities would include, but are not limited to, age restricted products, services and related activities such as alcohol and gambling. Generally, reference to a public house or restaurant may be permissible, unless the establishment primarily or exclusively exists for the supply and consumption of alcohol (which is likely to be reflected in its alcohol licensing conditions). Alcoholic drinks, breweries and products, services or activities related to gambling are unlikely to be permissible under any circumstances.

Prior to entering into any contractual agreement with a product, activity or service that may be considered to be detrimental or inappropriate to young persons, Clubs and Competitions should contact The Association or Affiliated Association from which it seeks sanction to seek approval.

9. Any issues arising in relation to the interpretation or effect of these Regulations shall be referred to The Association for its determination, which shall be final and binding (subject to provisions relating to Match Officials).

10. A Club, Match Official, Competition or Affiliated Association shall supply on demand to The Association any item of Clothing for consideration as to whether it complies with these Regulations.

### **B. PERMITTED ADVERTISING (NOT RELATING TO SPONSORS)**

The following Advertising is permitted:

1. Club emblem and name

(i) On Football Boots

The officially designated Club emblem (or part thereof), name, initials, nickname or a trademark registered by the Club, or a combination of such, may appear without restriction.

(ii) On all other Clothing

The officially designated Club emblem (or part thereof), name, initials, nickname, foundation year or a trademark by the Club, or a combination of such, may appear:

- (a) once only on the front of the shirt, providing it does not exceed an area of 100 square centimetres (see Fig 1); and
- (b) once only anywhere on the shorts providing it does not exceed an area of 50 square centimetres (see Fig 2); and
- (c) once only on each sock providing it does not exceed an area of 50 square centimetres (see Fig 3).

An additional officially designated Club emblem (or part thereof), name, initials, nickname or a trademark registered by the Club, or a combination of such, may appear on each sock providing it does not exceed an area of 50 square centimetres and, where it appears on a sock, is covered when a Football Boot is worn (see Fig 3).

- (d) once only on each sock tie-up providing it does not exceed an area of 100 square centimetres. The sock tie-up may show the Player's name, Player's squad number, Competition name, sponsor designation and date of match or any combination of the same. Clubs must receive the approval of the Competition for the use of sock tie-ups.
- (e) No more than two of the officially designated Club emblem (or part thereof), name, initials, nickname, foundation year, a trademark registered by the Club or web site address, may appear on the collar or collar zone of a shirt and/or tracksuit. Any single item may be used once only. Each item to have a surface area not exceeding 12 square centimetres, and any lettering in written / text identifications must not exceed 2 centimetres in height (see Fig 5). The collar zone is a 5 centimetre band starting at the base of a clearly defined collar.
- (f) The club may incorporate one of its types of club identification or parts thereof, in jacquard weave form, as tonal print or by embossing the shirt and/or shorts. There is no limitation as to the number, size and positioning of the type of club identification chosen.

The design of such jacquard weave may also be the names of individuals (eg club supporter) providing each is limited to 20 square centimetres, with unlimited repeats being acceptable. Clubs

must receive the approval of the Competition to apply the names of individuals into a jacquard weave or similar technique.

The jacquard weave thread must be included in a thread that must be the same colour as the fabric into which it is woven. Tonal prints or embossing must be included in a tonal variation of the background colour(s) of the item of the shirt and/or shorts into which they are incorporated. The jacquard weave, embossing or tonal print must not dominate, contain a colour that contrasts with, or otherwise affect the distinctiveness of the shirt or shorts into which it is incorporated.

- (g) once only on the front of any walk on jackets and outer garments of Clothing including that worn by substitutes and Club Officials in the Technical Area at any time with size and positioning consistent with B1(ii)(a) and (b) above, except that there are no restrictions as to the position and size of the Club name. In addition once only on the back with no restriction as to the position or size.
- (h) Once only without restriction of location on:
  - (a) Goalkeeper's gloves and outfield player's gloves up to a maximum area of 20 square centimetres.
  - (b) sweatbands, headbands, goalkeeper's caps (see Fig 4) and hairbands up to a maximum area of 50 square centimetres.

### 2. Clothing Manufacturer

#### (i) On Football Boots

The established mark, logo, name or model/style of Football Boots or their manufacturer, or a combination of the same, may appear without restriction.

#### (ii) On all other Clothing

The established mark, logo or name of a Clothing manufacturer, or a combination of the same, may appear once only:

- (a) on the shirt and on the shorts provided it is an area no greater than 20 square centimetres (see Fig 7).
- (b) on each of a goalkeeper's gloves, on a goalkeeper's cap, sweatbands, headbands and hairbands provided such does not exceed an area of 20 square centimetres (see Fig 6).
- (c) on each of an outfield player's gloves provided such does not exceed an area of 20 square centimetres.
- (d) on the front and back of any t-shirt or any other item of Clothing worn under the shirt provided such does not exceed an area of 20 square centimetres and this is not visible outside the playing shirts during the period of the Match.
- (e) on undershorts worn under playing shorts provided such does not exceed an area of 20 square centimetres and this is not visible outside the playing shorts during the period of the Match.
- (f) (i) The established mark, logo or name of a Clothing manufacturer, or a combination of the same, may also appear up to twice on each sock between the top edge and the ankle, provided that it is an area no greater than 20 square centimetres for such mark, logo or name (or

combination thereof) where it appears once on each sock or 10 square centimetres where it appears twice on each sock. It may be incorporated into the design of the socks, but must be limited to 10 square centimetres repeats and must be restricted to any turn-over on the socks (see Fig 8).

- (ii) An additional established mark, logo or name of a Clothing manufacturer, or a combination of the same, may appear once only on each sock providing it does not exceed an area of 50 square centimetres and it is not visible when wearing a Football Boot.
  - (g)
    - (i) An additional established mark, logo or name of the Clothing manufacturer may be used once or repeatedly on either/or both sleeves as part of the design on the trim or taping of shirts, shorts and socks. Such trim or taping shall be limited to down the outer seam of the shirt (armhole to the bottom of the shirt), or the length of the sleeve (neck to cuff), or across the bottom of each sleeve (cuffs) and to the bottom edge of the shorts or down the outer seam of the shorts and across the top edge of the socks (see Fig 9).
    - (ii) The mark, logo or name of the Clothing manufacturer which appears once or repeatedly, as part of the design on the trim or taping of the shirts, shorts and socks shall be restricted to a maximum width of 10cm on the shirts and shorts and to a maximum width of 5cm on brand-new (unworn) socks (see Figs 8 and 9).
  - (h) An established mark, logo or name or combination of the Clothing Manufacturer must appear on all Clothing of all Players and Club Officials wherever such Advertising appears consistent with the size and positioning set out at B.2(ii) above. Once submitted to and approved by a Competition, the established mark, logo or name or combination on players' and Club Officials' Clothing may not be modified during the course of that season, without the approval of the Competition.
  - (i) In addition to the club identification, the manufacturer may incorporate one of its types of identification in jacquard weave form or by embossing in the shirt and/or shorts. The type of manufacturer identification chosen must not exceed 20 square centimetres. There is no limitation as to the number and positioning of the type of manufacturer identification chosen.

The jacquard weave must be incorporated in the main colour and/or one of the minor colours. It must neither dominate nor affect the distinctiveness of the kit.
3. Product marks and seals of quality
- (i) On Football Boots

The official licensing product mark or seal of quality is permitted on the outside of Football Boots without restriction.
  - (ii) On all other Clothing

An official licensing product mark or seal of quality is permitted on the outside of the Clothing only if Competition rules so allow. When placed on

a shirt, such mark or seal may not exceed 10 square centimetres in size and shall be placed on an area which is hidden when the shirt is tucked inside the shorts.

A second, smaller licensing mark or seal of quality is allowed on the shirt which must not exceed 5 square centimetres and must be placed along the torso outer seam. In addition to any licensing product mark(s) or seal(s) of quality which may appear on the shirt, such a mark or seal is permitted on the shorts. It may not exceed 5 square centimetres.

#### 4. Numbers

##### (i) On Football Boots

A Player's shirt number may appear on his boots without restriction.

##### (ii) On all other Clothing

Where the Competition rules require a number on the back of the shirt, it should be clearly legible and positioned in the centre of the back of the shirt.

The number should be between 20 cm and 35 cm in height with provision for each competition to set specific criteria.

A number may also appear on the front of the shorts which must correspond with the number on the shirt.

The number should be between 10 cm and 15 cm in height with provision for each competition to set specific criteria.

Subject to any Competition rules that may apply, the officially designated logo or name of the Competition (or combination of the same) or the officially designated Club emblem may appear once only on each of the player's shirt numbers providing the logo, name or combination does not exceed an area of 20 square centimetres. The officially designated logo or name of the Competition's designated charity or combination of the same may also appear once only on each of the player's shirt numbers providing the logo, name or combination does not exceed an area of 20 square centimetres. No other Advertising or any other marking is allowed on players' shirt numbers.

#### 5. Players Names and Personalisation

##### (i) On Football Boots

A Player's name, including any appropriate nickname or initials, may appear on that Player's boots without restriction. Other names, places, appropriate nicknames or numbers of personal significance to that Player (e.g. the name or birthday of a family member, or the number of playing appearances made) may also appear on that Player's boots without restriction.

##### (ii) On all other Clothing

The name of a player may appear on the back of shirts or tracksuits only if Competition rules so permit. The height of the lettering must not be greater than 7.5 centimetres.

#### 6. Other Logos

##### (i) On Football Boots

Except as permitted by paragraphs 1 – 5 above, the appearance of any logo of any description on a Player's Football Boots is prohibited.

##### (ii) On goalkeeper gloves

A goalkeeper's name, including any appropriate nickname or initials, may appear on the goalkeeper's gloves providing such name etc does not exceed an area of 20 square centimetres.

(iii) On all other Clothing

- (a) The officially designated logo or name of an Affiliated Association or Competition may appear as one single area on each sleeve of shirts, provided Affiliated Associations or Competition rules so permit. Such mark must appear between the shoulder seam and the elbow and must not exceed 100 square centimetres.
- (b) The officially designated logo, name of any awards or titles won in previous seasons or commemorative occasions (which may include any match details e.g. date, venue, opponents) or a unique number for each Player that represents their place in the chronological list of Players that have played for that Club may appear as one single area on shirts, provided such does not exceed an area of 100 square centimetres and permission has been granted from the Competition in which the kit is to be worn.
- (c) A single image of the national flag of the country to which the Club is affiliated may appear as one single area on each sleeve of the playing shirt provided that the rules of the Affiliated Associations and the Competition so permit and that it does not exceed an area of 25 square centimetres.
- (d) The officially designated name, logo or emblem of a registered charity may appear as one single area on shirts, provided that such name, logo or emblem does not exceed an area of 100 square centimetres. Alternatively, such a charity name, logo or emblem may appear on shirts in the space reserved for the main club sponsor, either alone or in combination with a club sponsor logo, provided that a total area of 250 square centimetres is not exceeded.

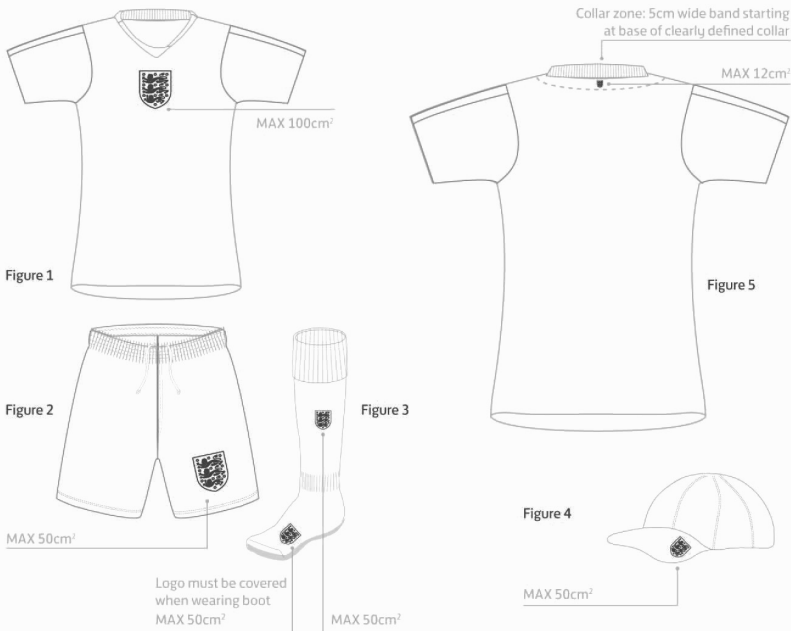
Before any such charity name, logo or emblem is used on shirts, permission must be granted from the Competition in which the shirts are to be worn. Such permission may only be granted for a maximum of three charities for use by any one club in any one season. Competition requirements may also apply and are always subject to these Regulations.

- (e) A Competition may request permission from The Association for the inclusion of a designated name, logo or emblem of an initiative to appear as a single area on shirts, provided that such name, logo or emblem does not exceed an area of 100 square centimetres. Alternatively, such a name, logo or emblem may appear on shirts in the space reserved for the main club sponsor, either alone or in combination with a club sponsor logo, provided that a total area of 250 square centimetres is not exceeded. Permission will be at the sole discretion of The Association.

- (f) The captain of each team may wear an armband in accordance with Affiliated Association or Competition Rules. If worn the captain's armband must not include any form of Advertising or sponsorship. With the prior agreement of the Affiliated Association or Competition the captain's armband may include the official club emblem, the Affiliated Association or Competition logo, or any initiative or emblem that promotes the game of football.

### CLUB EMBLEM

Regulation B.1



## CLOTHING MANUFACTURER

Regulation B.2



Figure 7

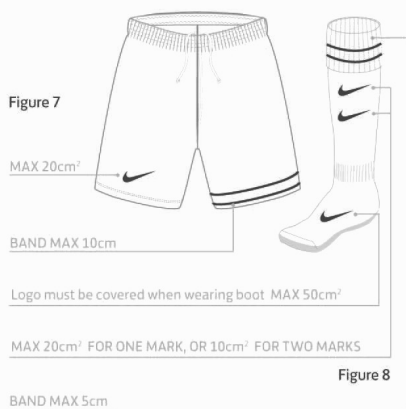


Figure 8

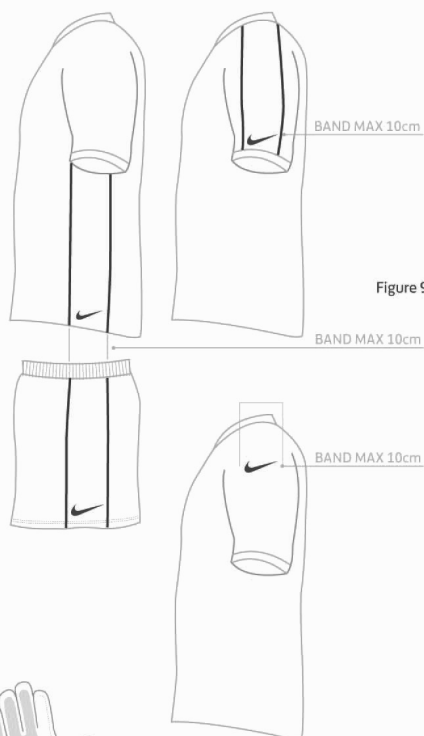
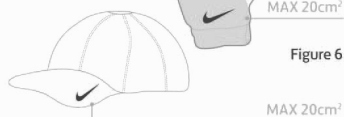


Figure 9



Figure 6





### C. SPONSOR DESIGNATIONS

#### 1. On Football Boots

Except as permitted by paragraphs B1 – 5 above, the appearance of any Advertising of any description, including sponsors' designations, on a Player's Football Boots is prohibited.

#### 2. On all other Clothing

No sponsor Advertising is permitted anywhere on the Clothing of a Player on the field of play during a match except as provided for in this part C.

The following Advertising is permitted:

##### (i) Playing kit

##### (a) On the Clothing of a Player on the field of play, the following areas shall be permitted to be used for Advertising

- One single area not exceeding 250 square centimetres on the front of the shirt (see Fig 10);
- One single area not exceeding 100 square centimetres on the back of the shirt (see Fig 13);
- One single area not exceeding 100 square centimetres on each sleeve of the shirt, between the shoulder seam and the elbow (provided Affiliated Association or Competition Rules so permit) (see Fig 12);
- One single area not exceeding 100 square centimetres on the back of the shorts (see Fig 14); and
- Once only on each sock tie-up providing it does not exceed an area of 100 square centimetres (see Fig 11).

One or more company may be advertised and, in respect of any one company, one or more of its products. The same Advertising must appear in the same form on the Clothing of all Players and Club Officials, wherever such Advertising appears, throughout the entirety of the match.

##### (b) Any Advertising under C2(i) must be clearly separated from the items described in B above.

##### (ii) Walk on jackets and Tracksuits and other Clothing worn in the Technical Area Advertising may appear on (a) walk on jackets; and (b) the tracksuits and other Clothing worn by Players and Club Officials in the Technical Area in accordance with the size and locations set out in C2(i) and can be either:

- the same sponsor(s) as worn on the playing kit (home or away strips)
- be additional to the sponsors as worn on the playing kit
- be different to the sponsors as worn on the playing kit
- a single sponsor that is an official partner of the relevant competition

#### 3. Clubs may conclude sponsorship arrangements with different companies in respect of Advertising permitted under C2(i) above for both their 'home' and 'away' strips. Where Competition rules allow for a third strip to be worn, this may carry Advertising as worn on either the "home" or "away" shirt. The third strip may carry an alternative sponsor advertisement with the permission of the Competition. The Advertising must appear in the same form on the Clothing of all Players and Club Officials wherever such Advertising appears, throughout the entirety of the match.

4. Clubs with more than one team may conclude separate shirt Advertising agreements in respect of each of its teams.

5. Club playing name

No Club in Membership of the Premier League, EFL, a League at Steps 1 to 6 of the National League System, The FA Women's Super League, The FA Women's Championship or The FA Women's National League, may include the name of a sponsor in its Club playing name unless in the sole opinion of The Association the Club's playing name arises from a historical association with that Club such as a works sports and social club. Any other Club may include the name of a sponsor in its playing name with the prior written consent of its Affiliated Association and where such consent is given, Advertising on behalf of one company only shall be carried on the Club's match shirts irrespective of the provisions of B(4) and C2(i) above.

6. Competition Sponsorship

- (i) Subject to paragraph 6(ii) below, a Competition may enter into sponsorship agreements including but not limited to the name of a sponsor in its title.
- (ii) Where a Competition comprises teams of players all under the age of 18 years on 31 August in the current season, any reference whatsoever to a product, service or other activity which is considered by The Association as detrimental to the welfare, health or general interest of young persons, or is otherwise considered inappropriate, having regard to the age of the players, is prohibited.

Examples of such products, services or related activities shall include, but are not limited to, age restricted products, services and related activities such as alcohol and gambling. Reference to a public house or restaurant may be permissible, unless the establishment primarily or exclusively exists for the supply and consumption of alcohol (which may be reflected in its alcohol licensing conditions). Alcoholic drinks, breweries and products, services or activities related to gambling are unlikely to be permissible under any circumstances.

Prior to entering into any contractual agreement with a product, activity or service that may be considered to be detrimental or inappropriate to young persons, Competitions should seek approval from The Association or Affiliated Association from which it requests sanction.

### SPONSOR DESIGNATIONS

Regulation C.2(i) front of the shirt and sock tie-up



Figure 10

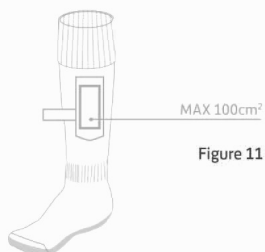


Figure 11

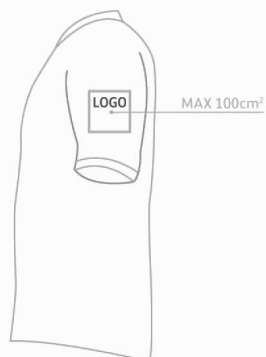


Figure 12

### SPONSOR DESIGNATIONS

Regulation C.2(i) Back of the shirt and shorts

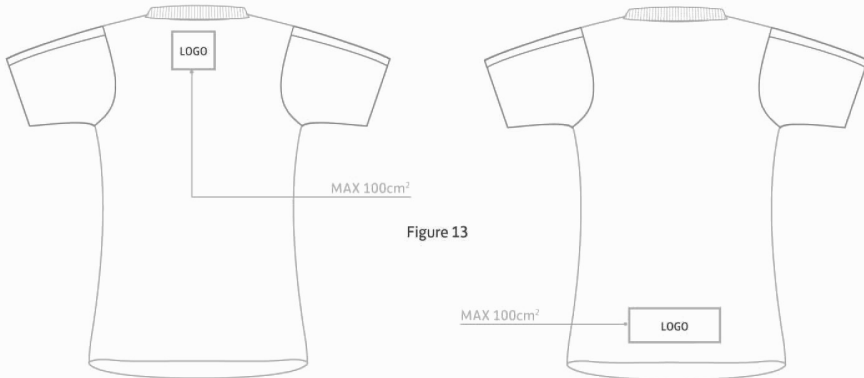
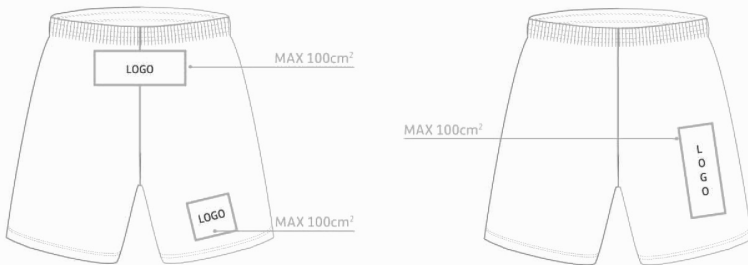


Figure 13

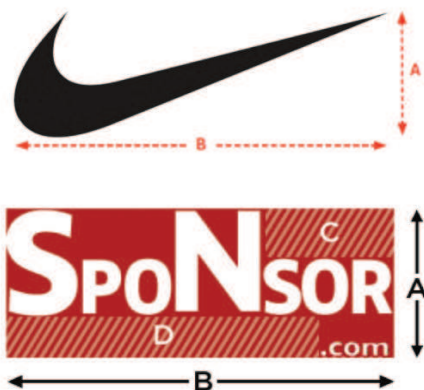
(Examples of where a single logo could be located)



### MEASUREMENT PROCEDURES

In order to help clubs maximise the space for their sponsors within the regulations, we have provided some practical examples of how The FA would measure sponsor advertising on football club shirts.

If you would like assistance or require clarification of measurement and sizing relevant to your club sponsor, please email [sanctioning@TheFA.com](mailto:sanctioning@TheFA.com)

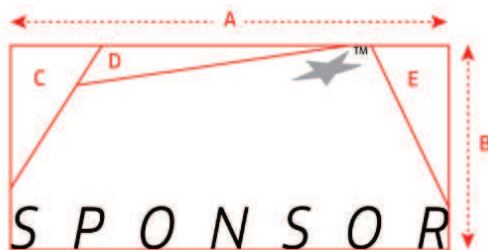


(A multiplied by B)

(A multiplied by B less C + D)

Items on kit will be measured according to their smallest geometric form (square, rectangle, triangle, circle etc), and the dimensions calculated using the usual mathematical formula.

To calculate the surface area, the widest part of the items will be measured from edge to edge. Exceptionally, items may be divided into several individual geometric forms for the purpose of calculating the surface area.



**MAXIMUM 250cm<sup>2</sup>**

(A multiplied by B less C + D + E)

### MEASUREMENT PROCEDURES OF NEUTRAL COLOURED PATCHES/SHIRT COLOURS

- A. Sponsor advertising on a neutral coloured patch – i.e. white sponsor logo on a black patch on a predominantly white/green shirt.

In this scenario the area measured would be the total area covered by the black patch on which the logo sits.



- B. **Sponsor advertising on a patch which is based on one of the main colours of the shirt** – i.e. white sponsor logo on a red and white striped shirt.

In this scenario the area measured would only be that around the sponsor's logo even if this logo may stand out more prominently because of the white stripes in the shirt.



- C. **Measuring of a 'chest ring'** – e.g. the white band around a club's shirt

If a club's traditional shirt contains a chest ring and that is one of the official colours of the playing kit, the area that is measured will only be around the sponsor's logo and not the whole of the chest ring.



### **D. MATCH OFFICIALS**

No Advertising of any nature, save as set out below, is permitted on Match Officials' Clothing or Football Boots without the consent of The Association or Affiliated Association.

The following Advertising is permitted:

1. The mark, logo or name of a Clothing manufacturer or a combination of the same, may appear:
  - (a) once only on the shirt provided it is an area no greater than 20 square centimetres.
  - (b) once only on the shorts provided it is an area no greater than 12 square centimetres.
  - (c) incorporated into the design of the socks, but must be limited to an area no greater than 12 square centimetres.
2. Jacquard Weave

A jacquard weave or similar technique such as embossing shall be allowed providing each is limited to 20 square centimetres, with unlimited repeats being acceptable. The design of such jacquard weave may be the manufacturer's mark, logo or name. The jacquard weave shading shall be restricted to two shades differing from the base colour, using a standard Pantone reference manual.
3. Sponsor Advertising
  - (i) Sponsor Advertising is permitted only if in accordance with the following conditions:
    - (a) The advertising shall consist of one single area not exceeding 150 square centimetres on one or both of the sleeves of the shirt, between the shoulder seam and the elbow.
    - (b) Any sponsorship contract must be made between the sponsor and The Association, Professional Game Match Officials Limited, Competition or Affiliated Association. A Match Official is not permitted to enter into any personal Sponsor advertising contract.
    - (c) Advertising for Match Officials shall not be permitted if it creates conflict of interest with the advertising worn by either of the two participating teams through a shared sponsor. In the event of such a conflict, match officials shall not wear advertising from the sponsor in question. Any related advertising shall also be removed from the referee review area (RRA) and / or the video operation room (VOR) during the match.
    - (d) Revenues from Sponsor Advertising contracts should be invested in refereeing matters.
    - (e) All Match Officials are provided with shirts, apparel and/or detachable badges, logo etc. carrying Sponsor Advertising free of charge.
  - (ii) Without limiting the effect of Regulation A above, Sponsor Advertising by Match Officials of any age, of tobacco-related products, gambling (including but not limited to casinos or betting companies), and alcohol is strictly prohibited.

### **4. Badges**

Match kit shirts may carry the recognised badge of the appropriate Competition once only, which must be on either site of the breast pocket. This badge must not exceed an area of 20 square centimetres and, where it contains the established trademark, trade name or logo of a sponsor of the Competition, must be approved by The Association in advance.

In addition to the recognised competition badge the match kit shirt may carry once only on either site of the breast pocket an officially designated badge of FIFA, The Association, the relevant Affiliated Association or the Referees' Association (where relevant).

5. Sock Tie-Up

Each sock tie-up may show the name and/or badge of appropriate Affiliated Association or the Referees' Association providing it does not exceed an area of 100 square centimetres.

No Advertising is allowed.

6. Charitable and other causes

The officially designated name or logo of a registered charity or any initiative that promotes the game of football may appear as one single area on shirts, provided that such name or logo does not exceed an area of 100 square centimetres. Alternatively, such a name or logo may appear on shirts in the space reserved for the Competition sponsor, either alone or in combination with a Competition sponsor logo, provided that a total area of 150 square centimetres is not exceeded.

Before any such name or logo is used on shirts, permission must be granted from the Competition in which the shirts are to be worn and The Association or Affiliated Association from which the Competition seeks sanction.

All charitable or other causes promoted under this provision must be conducted in accordance with Law 4 of the Laws of the Game.



### THE ASSOCIATION'S SAFEGUARDING CHILDREN POLICY

Every child or young person who plays or participates in football should be able to take part in an enjoyable and safe environment and be protected from abuse. This is the responsibility of every adult involved in football, thus every club is required to endorse and adhere to The Association's Safeguarding Children Policy.

The Association recognises its responsibility to safeguard the welfare of children and young people who play or participate in football by protecting them from abuse and harm. The Association is committed to working to provide a safe environment for all children and young people to participate in the sport to the best of their abilities for as long as they choose to do so.

The Association recognises that the terms 'child or young person', 'abuse' and 'harm' are open to interpretation and challenge but for the purpose of this Safeguarding Children policy they are defined as follows:

A child or young person shall be defined as:

'anyone who has not yet reached their 18th birthday.'

Abuse shall be defined as:

'a violation of an individual's human or civil rights by any other person or persons and, for the purposes of safeguarding children, shall include physical abuse, emotional abuse, sexual abuse, neglect, bullying and hazing.'

Harm shall be defined as:

'Ill treatment and forms of ill treatment (including sexual abuse and forms of ill-treatment which are not physical) and also the impairment of or an avoidable deterioration in physical or mental health and the impairment of physical, intellectual, emotional, social or behavioural development.'

'Harm' may be caused by acts of commission and acts of omission.

The Safeguarding Children Policy is supported by The Association's Respect programme to address verbal abuse and bullying of youngsters by parents and coaches on the sidelines. The Association's Safeguarding Children Policy principles are that:

- The child's welfare is, and must always be, the paramount consideration;
- All children and young people have a right to be protected from abuse regardless of their age, gender, disability, culture, language, race, faith, belief or sexual orientation;
- All suspicions and allegations of abuse will be taken seriously and responded to swiftly and appropriately; and
- Working in partnership with other organisations, children and young people and their parents and carers is essential.

The Association is committed to working in partnership with the Police, Children's Services Departments, Local Safeguarding Children's Boards (LSCB) and the Disclosure and Barring Service (DBS) in accordance with their procedures. This is essential to enable these organisations to carry out their statutory duties to investigate concerns and protect all children and young people.

The Association's Safeguarding Children Policy is in response to government legislation and guidance, developed to safeguard the welfare and development of children and young people.

Clubs and Leagues with youth teams must appoint a Welfare Officer in line with The Association affiliation requirements. A Club's Welfare Officer must sit on the management committee of that Club

All League and Club Welfare Officers are expected to abide by the Code of Conduct for volunteer Welfare Officers

### THE ASSOCIATION'S SAFEGUARDING CHILDREN REGULATIONS

#### PREAMBLE

This Preamble is provided for guidance. If there is any inconsistency between the Preamble and the operative parts of the Safeguarding Children Regulations below, the operative parts shall prevail.

As set out in The Association's Safeguarding Children Policy, The Association is committed to safeguarding children within football and has Case Management procedures in place to assess the risk of harm that individuals may pose to children in football.

In assessing that risk, children's welfare is the paramount consideration.

Towards this, The Association has the power under the Safeguarding Children Regulations to issue an order where any one or more of the following applies:

- (i) The individual fails to comply with any part of The Association's Criminal Records Check (CRC) process;
- (ii) The individual has been barred by the Independent Safeguarding Authority (ISA) or the Disclosure and Barring Service (DBS) from engaging in regulated activity relating to children;
- (iii) The individual has been disqualified from working with children under the Criminal Justice and Court Services Act 2000;
- (iv) The individual is subject to any other restriction on their involvement with children not within (ii) or (iii) made pursuant to statute;
- (v) The individual has been convicted of, or made the subject of a caution for, an "Offence" defined in Regulation 1.1; or
- (vi) Following a risk assessment, The Association is satisfied that the individual poses or may pose a risk of harm to children; or
- (vii) Following a risk assessment, The Association is satisfied that the individual is or was in a position of trust in relation to another person and has engaged in sexual activity and/or an inappropriate relationship with that person.

#### GENERAL

- 1 1.1 In these Regulations the expression "Offence" shall mean any one or more of the offences contained in the Schedules of the Criminal Justice and Court Services Act 2000 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to a child or children.

The expression "position of trust" shall mean any position where an individual is in a relationship of trust with any person with responsibility and / or authority in relation to that person, and shall include without limitation those who care for, advise, supervise, train, coach, teach, manage, tutor, mentor, assess, develop, guide, treat or provide therapy to children and young people.
- 1.2 The Safeguarding Review Panel shall determine its own procedures save that in making findings of fact the test that the Safeguarding Review Panel shall apply shall be the civil standard of the balance of probability. Where a case is referred to the Safeguarding Review Panel pursuant to these Regulations it shall have the discretion to depart from the procedures set out in these Regulations where it considers it appropriate to do so.
- 1.3 The actions that may be taken under these Regulations by a Case Manager may also be taken by the Case Manager's nominee.

- 1.4 The Association may notify other parties of the terms of any order imposed under these Regulations where the Case Manager considers that such notification is appropriate in order to give effect to the terms of the order.
- 1.5 Where urgent cases arise under these Regulations the Chairman of the Safeguarding Review Panel may exercise the functions and powers of the Case Manager and/or the Safeguarding Review Panel, as provided for by these Regulations, on an interim basis. An interim decision taken by the Chairman of the Safeguarding Review Panel shall not be final until such time as it has been ratified by the Safeguarding Review Panel, which shall have the right to ratify, modify or make any other order as it considers appropriate in relation to the decision taken by the Chairman of the Safeguarding Review Panel.

### THE ASSOCIATION'S SAFEGUARDING PROCESS

- 2. Any person, regardless of their age, applying for or currently in such a position that The Association in its discretion considers relevant must comply with the requirements of The Association's Safeguarding process.

Such persons will include but not be limited to:

- (i) Those in "Regulated Activity" as defined in Part V of the Protection of Freedoms Act 2012. An individual will fall within the definition where:
  - (a) his/her duties include teaching, training, instructing, caring for, supervising or providing guidance or advice on wellbeing to Children or driving a vehicle (on behalf of an organisation) only for Children; and
  - (b) such duties happen frequently (e.g. once a week or more often) or intensively (e.g. on 4 or more days in a 30 day period, or overnight); and
  - (c) The individual carrying out any of the duties described in (a) and (b) above is unsupervised.

Any person falling within this Regulation 2(i) shall be referred to as a "Regulated Activity Person"; and

- (ii) Those who would otherwise fall within the definition of a Regulated Activity Person but for the fact that their duties are supervised (a "Supervised Person").

The requirements of The Association's Safeguarding process are:

- 2.1 (a) In respect of a Regulated Activity Person, to obtain and provide to The Association a DBS Enhanced Criminal Records Check with Children's Barred List
- (b) In respect of a Supervised Person, to obtain and provide to The Association a DBS Enhanced Criminal Records Check
- 2.2 To provide any such further detail, explanation or clarification of any part of the matters disclosed pursuant to Regulation 2.1 (a) or (b) above, as may be required by The Association;
- 2.3 To comply with any other request or requirement which may assist The Association in progressing or completing any investigation, risk assessment or other enquiry as part of the Safeguarding process;
- 2.4 Where required, to provide at least two references that attest to their suitability to be involved in youth football. The spouse or partner of the person subject to this requirement cannot act as a referee for this purpose. Any reference provided by a spouse or partner will not be accepted; and
- 2.5 To comply with each of the requirements set out in Regulations 2.1 – 2.4 within any such time limit as The Association may stipulate.
- 2.6 To comply with any order imposed by the Safeguarding Review Panel.

Any person who fails to comply with any of the requirements set out in Regulation 2 shall be subject to an immediate suspension from football activity, on such terms and/or for such period as The Association may stipulate.

Where an individual is subject to a suspension under Regulation 2.6, that suspension will remain effective (and not subject to any review by The Association) until such time as:

- (i) The individual successfully appeals against their suspension pursuant to Regulation 5; or
- (ii) The individual complies with the requirements set out in Regulation 2 that resulted in his or her suspension.

Any requirement under this Regulation 2, or any suspension arising from any failure to comply with any of the requirements of this Regulation, shall apply whether or not a person withdraws their application or ceases to hold the relevant position at any time before, during or after the investigation, risk assessment or final order of the Safeguarding Review Panel.

### **INTERIM ORDERS**

- 3. Upon receipt by The Association of:
  - 3.1 Notification that an individual has been charged with an Offence;
  - 3.2 Notification that an individual is the subject of an investigation by the Police, Children's Services or any other authority relating to an Offence; or
  - 3.3 Any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to a child or children, The Association shall have the power to make any interim order including, but not limited to, issuing an interim suspension order suspending the individual from all or any specific football activity for such a period and on such terms and conditions as it considers appropriate. Interim orders shall be issued by the Case Manager, who shall provide the individual with written notification of the interim order, the reason(s) for its imposition and of the right of appeal pursuant to Regulation 6.
- 4. 4.1 In determining whether an order under Regulation 3 should be made, the Case Manager shall give consideration, inter alia, to the following factors:
  - 4.1.1 Whether a child is or children are or may be at risk of harm;
  - 4.1.2 Whether the matters are of a serious nature; and/or
  - 4.1.3 Whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded having regard to the need for any suspension order to be proportionate.

If the Association believes it requires further information from an individual in order to assess whether an order under Regulation 3 should be made and/or to properly assess the factors in Regulation 4.1, the Case Manager may request further information from that individual. Such information must be provided in accordance with the deadline set by the Case Manager.

  - 4.2 The Case Manager will notify the individual in writing of the terms of any interim suspension order or other interim order, such notification to be sent by registered post to the individual's usual or last known address.
- 5. An individual who is subject to an interim order under Regulation 3 or under Regulation 2.6 shall have the immediate right to appeal the interim order.
- 6. Appeals under Regulation 5 shall be considered by the Safeguarding Review Panel.

7. To bring an appeal under Regulation 5, the individual as the appellant, must give notice in writing to The FA Judicial Services Department with a copy sent to the Case Manager. The notice must request an appeal and state the grounds for that appeal. The appellant may submit any written material in support of the appeal. Such material must be submitted to The Association, as the respondent, and the Safeguarding Review Panel within 14 days of giving such notice or it may not be considered by the Safeguarding Review Panel. Following the earliest of (a) receipt by The Association of any such material in support of the appeal, (b) the end of the 14 day period to provide such material, or (c) receipt of confirmation from appellant that no such material will be provided, The Association, as the respondent, may submit any material which it relies on, to the appellant and the Safeguarding Review Panel within 14 days thereafter.
8. The Safeguarding Review Panel shall determine all procedural matters for the conduct of the appeal, including requiring more information from either the appellant or the respondent. Unless the Safeguarding Review Panel in its discretion exceptionally allows the appellant and the respondent to address it in person, the Safeguarding Review Panel shall only consider the written material submitted by the appellant in support of the appeal, together with any written material submitted by the respondent. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person (whether through a representative or otherwise), whether that be as a result of the application made by the appellant or otherwise, the Safeguarding Review Panel shall give consideration to the following reasons (which is not an exhaustive list):
  - 8.1 Whether the terms of any order under consideration would affect the individual's paid employment within football, in which case, the appellant shall be entitled to address the Safeguarding Review Panel in person; and/or
  - 8.2 Whether exceptional material is put before the Safeguarding Review Panel.
9. In determining an appeal, the Safeguarding Review Panel shall have the power to make any order in relation to the interim order as it considers appropriate, including ratifying, modifying or removing it.
10. Any appeal under Regulation 5 shall be determined by the Safeguarding Review Panel at the earliest opportunity, following the receipt of notice in writing and any written material in support of the appeal from the appellant and written material submitted by the respondent (and, in cases where the individual and Case Manager were permitted to address it in person, following any oral hearing).
11. All interim orders will be reviewed at the first opportunity following the expiry of 6 months from the date of the order being imposed or, if that order has been appealed under Regulation 5, the date upon which that appeal is determined (whether on the written papers or following an oral hearing), and at the same interval thereafter. The Safeguarding Review Panel will not review an interim order before the expiry of the relevant 6 month period except in exceptional circumstances and/or where there is a material change in the circumstances in which the order was made. Any review under Regulation 11 shall be considered by the Safeguarding Review Panel which conducted an appeal in the same case under Regulation 5. The Safeguarding Review Panel may maintain, modify, or remove any interim order, or make any other order it considers appropriate.
12. The total period of an interim order under Regulation 3 shall not last beyond the final determination of any related case under the Rules of the Association. Where an interim order is imposed on an individual under Regulation 3 above, The Association shall bring and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.

### **DETERMINATION FOLLOWING ANY ORDER MADE PURSUANT TO STATUTE BARRING OR RESTRICTING INVOLVEMENT WITH CHILDREN**

- 13      13.1      Where any individual is:
- 13.1.1      Barred from regulated activity relating to children in accordance with section 3 of the Safeguarding Vulnerable Groups Act 2006 (as may be amended);
  - 13.1.2      Disqualified from working with children in accordance with section 35 of the Criminal Justice and Court Services Act 2000; and/or
  - 13.1.3      Subject to any other order, not within Regulations 13.1.1 or 13.1.2, issued pursuant to statute restricting their involvement with children,
- The Association shall have the power to make any order, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate. Any such order shall be issued by the Case Manager.
- 13.2      All such orders shall be reviewed at the next meeting of the Safeguarding Review Panel. The Safeguarding Review Panel may ratify, modify or remove any such order, or make any other order as it considers appropriate.

### **ORDER FOLLOWING CONVICTION OR CAUTION**

- 14      14.1      Where the Case Manager becomes aware that an individual has a caution or conviction which leads to a concern about that individual's continued participation in football activity involving a child or children, the Case Manager may refer a case to the Safeguarding Review Panel in order to seek an order under Regulation 14.
- 14.2      The Association's Safeguarding Review Panel shall have the power to make any order in respect of any individual convicted of, or made the subject of a caution in respect of, an Offence, including but not limited to a suspension from all or any specific football activity for such period and on such terms and conditions as it considers appropriate.

### **OTHER ORDERS**

15.      In addition to The Association's powers under Regulations 2.6, 3, and 13, where the Case Manager has reasonable cause to suspect that there are grounds for concern about an individual's continued participation in football activity involving a child or children, the Case Manager may refer a case to the Safeguarding Review Panel in order to seek an order under Regulation 15. Following such a referral, the Safeguarding Review Panel shall have the power to make any order that it considers appropriate, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate, if it is satisfied that the individual poses or may pose a risk of harm to a child or children and/or that the individual is or was in a position of trust in relation to any person and has engaged in sexual activity and/or an inappropriate relationship with that person.

### **RISK ASSESSMENTS**

16.      The Case Manager may conduct a risk assessment of an individual's participation in football following any order or referral made under Regulation 13, 14 or 15. This risk assessment may be in such form and prepared by any person, as the Case Manager, at his/her discretion, considers appropriate.

### **PROCEDURE**

17.      Before an order or referral is made under Regulation 13, 14 or 15, the Case Manager must use reasonable endeavours to notify the individual in writing. Such written notification must explain the order sought and the reason for it, and include a copy of the risk assessment

- and all other written material that the Case Manager intends to rely upon in seeking the order, save for any exceptional material dealt with under Regulation 23.
18. The individual shall have 14 days to reply to this notification and to provide any written material that he/she wishes the Safeguarding Review Panel to take into account in considering whether or not to impose, ratify, modify or remove any order under Regulation 13, 14 or 15.
  19. Following the receipt of the reply and/or other written material from the individual, or the expiry of the 14 day period if no reply is received, the Case Manager may:
    - 19.1 Decide that no further action is currently required as there are no longer grounds for an order or referral under Regulation 13, 14 or 15;
    - 19.2 Make any such further inquiries as he or she considers appropriate in light of any matters raised by the individual in response to the written notification; or
    - 19.3 Refer the case to the Safeguarding Review Panel.
  20. Where further inquiries are made by the Case Manager, any written material arising from those inquiries may only be relied on by the Case Manager if that written material has been sent to the individual and he or she has had 14 days to reply to it, save for any exceptional material dealt with under Regulation 23. If the written material is relied upon, any response by the individual must also be considered by the Safeguarding Review Panel.
  21. The Safeguarding Review Panel shall determine all procedural matters for the conduct of a case it is considering under Regulation 13, 14 or 15. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the case shall be considered on the basis of the following written material only:
    - 21.1 The written notification and all written material provided with it by the Case Manager to the individual;
    - 21.2 The reply, if any, and all other written material submitted by the individual in response to the written notification;
    - 21.3 Any further written material provided by the Case Manager to the individual subsequently to the written notification; and
    - 21.4 Any response from the individual to such further written material and all other written material submitted with that response.
  22. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person, whether that be as a result of an application made by either party or otherwise, the Safeguarding Review Panel shall give consideration, *inter alia*, to the following factors:
    - 22.1 Whether the terms of any order under consideration would affect the individual's paid employment within football in which case the individual shall be entitled to address the Safeguarding Review Panel in person;
    - 22.2 Whether exceptional material is to be put before the Safeguarding Review Panel; and/or
    - 22.3 Whether an oral hearing has previously been conducted pursuant to Regulation 9 in relation to the same matter.

### EXCEPTIONAL MATERIAL

- 23.23.1 In considering an interim order under Regulation 5, a review of any interim order under Regulation 11, or whether or not to make any order under Regulation 15, as a general rule the Safeguarding Review Panel may not consider any material provided by either the Case Manager or the individual which the other party has not seen and had a reasonable opportunity to reply to.

- 23.2 Exceptionally, in respect of any of the matters set out at Regulation 23.1, the Case Manager may make an application to an Exceptional Material Panel for permission to submit material to the Safeguarding Review Panel that has not been sent to the individual ("exceptional material"), where the Case Manager considers that the exceptional material concerned should not be sent to the individual for any one or more of the following reasons:–
- 23.2.1 Revealing it to the individual may create a risk of harm to any person or persons, and/or
  - 23.2.2 Revealing it to the individual may amount to a criminal offence or otherwise be unlawful.
- 23.3 Where the Case Manager makes an application to an Exceptional Material Panel for permission to submit exceptional material to the Safeguarding Review Panel under Regulation 23.2 above, the Case Manager shall give notice of the application to the individual in writing at least fourteen days before the Exceptional Material Panel considers the application, unless the Case Manager considers that such written notice should not be given, as to give such notice may in itself:
- 23.3.1 Create a risk of harm to any person or persons; and/or
  - 23.3.2 Amount to a criminal offence or otherwise be unlawful.
- 23.4 Any reply by an individual to a notice referred to in Regulation 23.3 must be passed to the Exceptional Material Panel for consideration.
- 23.5 The Exceptional Material Panel may, at its discretion, allow or reject the application in whole or in part.
- 23.6 In the event that the Exceptional Material Panel grants an order allowing the exceptional material to be submitted to the Safeguarding Review Panel, the Exceptional Material Panel shall give consideration as to whether either or both of the following may be provided to the individual:
- 23.6.1 A redacted version of the exceptional material; and/or
  - 23.6.2 A summary of the exceptional material.
- 23.7 An Exceptional Material Panel shall be made up of one or more of the members of the Safeguarding Review Panel. A person that sits on an Exceptional Material Panel determining an application under Regulation 23.2 in relation to a particular individual may not be a member of the Safeguarding Review Panel that will have conduct of the case referred under Regulation 15 in relation to that individual.

### **SUPERVISION ORDERS**

24. Unless otherwise discharged, a Supervision Order will last for the length of time ordered by the Panel. Before its expiry, The Association may apply for an extension, or further extensions, for a period not exceeding 3 years from the date of the first order.

### **DISCRETION TO REFER TO THE SAFEGUARDING REVIEW PANEL**

25. Any of the powers and/or case management functions exercised by a Case Manager under these Regulations may instead be exercised by the Safeguarding Review Panel if the Case Manager, in his or her sole discretion, determines that the matter should be referred to the Safeguarding Review Panel ("a general referral"). The Case Manager shall make a general referral to the Safeguarding Review Panel where the facts and circumstances of a case are exceptional and/or of significant public interest, though the Case Manager's discretion to make a general referral will not be limited to such cases.
26. Where the Case Manager makes a general referral to the Safeguarding Review Panel, the same rights of review and appeal arise as if the decision of the Safeguarding Review Panel had been made by the Case Manager. Any review or appeal of the decisions of the latter



will be heard by a Safeguarding Review Panel, none of the members of which shall have been a member of the Safeguarding Review Panel which was involved in any earlier decision on that case.

### **RIGHT OF APPEAL**

- 27      27.1      A Participant or The Association may appeal to an Appeal Board any decision of the Safeguarding Review Panel made under Regulations 13.1.3, 14 or 15. Subject to Regulation 27.3 and 27.4, such appeals shall be conducted in accordance with Part C: Appeals Non-Fast-Track of the Disciplinary Regulations ("Appeal Regulations"). Subject to this right of appeal, decisions of the Safeguarding Review Panel shall be final and binding.
- 27.2      Notwithstanding any provision to the contrary in the Appeal Regulations, an Appeal Board convened to hear an appeal pursuant to Regulation 27.1 shall take place as a full rehearing of the case.
- 27.3      Paragraph 10 of the Appeal Regulations shall be replaced with the following: "The Appeal Board shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Response. Such application must set out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. The Appeal Board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The Appeal Board's decision shall be final. Where leave to present new evidence has been granted, in all cases the other party will be given an opportunity to respond"
- 27.4      Any decision of the Appeal Board shall be final and binding with no further right of appeal.

### **WRITTEN MATERIAL**

28.      For the purposes of these Regulations, "written material" may include photographic, video, electronic and/or audio evidence.

### SAFEGUARDING ADULTS AT RISK POLICY

#### DEFINITIONS

For the purpose of this Policy the following definitions apply:

1. Adult at Risk

A person aged 18 or over who has needs for care and support (whether or not a local authority is meeting any of those needs); and

- is experiencing, or at risk of, abuse or neglect; and
- as a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of abuse or neglect.

2. Abuse

Abuse is defined as a violation of an individual's human and civil rights by any other person or persons. It includes acts of commission (such as an assault) and acts of omission (situations where the environment fails to prevent harm). Abuse may be single act or omission or series of acts or omissions.

3. Capacity\*

Capacity refers to an individual adult's ability to take a specific decision or take a particular action at a particular time even if they are able or not able to make other decisions at other times. The starting point should be that the person has capacity to make a decision unless it can be established that they cannot.

#### POLICY

The Association is committed to football being inclusive and providing a safe and positive experience for every adult participant involved in the game regardless of age, gender, gender reassignment, disability, culture, language, race, faith, belief or sexual orientation.

The Association recognises that some adult participants some may need additional safeguards and/ or protection. These adults are referred to as Adults at Risk.

The Association recognises its responsibility to safeguard and protect Adults at Risk, and to respond appropriately to any allegations or suspicions of abuse. Everyone who works with Adults at Risk has a responsibility to commit to this.

If abuse is suspected, or reported, The Association will work in partnership with the Adult at Risk wherever possible, depending on their capacity and the risk to them and others. The Association will also work in partnership with the police, the Disclosure and Barring Service, Safeguarding Adults Boards and local authorities so these organisations can carry out their statutory duties to safeguard and protect Adults at Risk. When responding to abuse or allegations of abuse and considering the sharing of information, The Association will put the needs of the adult first, work in their best interests and take into account the six principles of safeguarding adults detailed in the Care Act 2014: empowerment; protection; prevention; proportionality; partnership; and accountability. These principles will underpin all work with Adults at Risk.

\* Mental Capacity Act, 2005

### **SAFEGUARDING ADULTS AT RISK REGULATIONS**

#### **PREAMBLE**

This Preamble is provided for guidance. If there is any inconsistency between the Preamble and the operative parts of the Safeguarding Adults at Risk Regulations below, the operative parts shall prevail.

As set out in The Association's Safeguarding Adults at Risk Policy, The Association is committed to safeguarding Adults at Risk within football and has Case Management procedures in place to assess the risk of harm that individuals may pose to Adults at Risk in football.

In assessing that risk, the welfare of Adults at Risk is the paramount consideration. Towards this, The Association has the power under the Safeguarding Adults at Risk Regulations to issue an order where any one or more of the following applies:

- (i) The individual fails to comply with any part of The Association's Criminal Records Check (CRC) process;
- (ii) The individual has been barred by the Independent Safeguarding Authority (ISA) or the Disclosure and Barring Service (DBS) from engaging in regulated activity relating to Adults at Risk
- (iii) The individual is included on the Disclosure and Barring Service (DBS) Adults Barred List;
- (iv) The individual has been convicted of, or made the subject of a caution for, an "Offence" defined in Regulation 1.1; or
- (v) Following a risk assessment, The Association is satisfied that the individual poses or may pose a risk of harm to Adults at Risk.
- (vi) Following a risk assessment, The Association is satisfied that the individual is or was in a position of trust in relation to another person and has engaged in sexual activity and / or an inappropriate relationship with that person.

#### **GENERAL**

- 1 1.1 In these Regulations the expression "Offence" shall mean any one or more of the offences contained in the Schedules of the Criminal Justice and Court Services Act 2000 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to an Adult at Risk.

The expression "position of trust" shall mean any position where an individual is in a relationship of trust with any person with responsibility and / or authority in relation to that person and shall include without limitation those who care for, advise, supervise, train, coach, teach, manage, tutor, mentor, assess, develop, guide, treat or provide therapy to Adults at Risk
- 1.2 The Safeguarding Review Panel shall determine its own procedures save that in making findings of fact the test that the Safeguarding Review Panel shall apply shall be the civil standard of the balance of probability. Where a case is referred to the Safeguarding Review Panel pursuant to these Regulations it shall have the discretion to depart from the procedures set out in these Regulations where it considers it appropriate to do so.
- 1.3 The actions that may be taken under these Regulations by a Case Manager may also be taken by the Case Manager's nominee.
- 1.4 The Association may notify other parties of the terms of any order imposed under these Regulations where the Case Manager considers that such notification is appropriate in order to give effect to the terms of the order.

- 1.5 Where urgent cases arise under these Regulations the Chairman of the Safeguarding Review Panel may exercise the functions and powers of the Case Manager and/or the Safeguarding Review Panel as provided for by these Regulations, on an interim basis. An interim decision taken by the Chairman of the Safeguarding Review Panel shall not be final until such time as it has been ratified by the Safeguarding Review Panel, which shall have the right to ratify, modify or make any other order as it considers appropriate in relation to the decision taken by the Chairman of the Safeguarding Review Panel.
2. For these purposes, the term Adult at Risk or Adults at Risk means any person who falls within any one or more of the following:
  - 2.1 The Care Act 2014
  - 2.2 Section 59 of the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012; and 2.3 any adult who is or may be in need of community care services by reason of mental health issues, learning or physical disability, sensory impairment, age or illness and who is or may be unable to take care of him/herself or unable to protect him/ herself against significant harm or serious exploitation.

### **SAFEGUARDING ADULTS AT RISK PROCESS**

3. Any person, regardless of their age, applying for or currently in such positions that The Association in its discretion considers relevant whose duties include regularly caring for, training, supervising, administering treatment and/or therapy or medical treatment to an Adult at Risk may be required by The Association to comply with the requirements of The Association's Safeguarding Adults at Risk process. These requirements are:
  - 3.1 To obtain and provide to The Association a DBS Enhanced Criminal Records Check (to include the Adults Barred List check where the duties fall within the definition of "Regulated Activity" under the Protection of Freedoms Act 2012) or to obtain and provide to The Association a DBS Enhanced Criminal Records Check without a check of the adults barred list where the duties do not fall within the definition of "Regulated Activity" under the Protection of Freedoms Act 2012 or other DBS check according to role.
  - 3.2 To provide any such further detail, explanation or clarification of any part of the matters disclosed pursuant to Regulation 3.1 above as may be required by The Association;
  - 3.4 Where required, to provide at least two references that attest to their suitability to be involved in football involving Adults at Risk. The spouse or partner of the person subject to this requirement cannot act as a referee for this purpose. Any reference provided by a spouse or partner will not be accepted; and
  - 3.5 To comply with each of the requirements set out in Regulations 3.1-3.4 within any such time limit as The Association may stipulate.
  - 3.6 To comply with any order imposed by the Safeguarding Review Panel.

Any person who fails to comply with any of the requirements set out in Regulation 3 shall be subject to an immediate suspension from football activity, on such terms and/or for such period as The Association may stipulate.

Where an individual is subject to a suspension under Regulation 3.6, that suspension will remain effective (and not subject to any review by The Association) until such time as:

  - (i) The individual successfully appeals against their suspension pursuant to Regulation 6; or

- (ii) The individual complies with the requirements set out in Regulation 3 that resulted in his or her suspension.

Any requirement under this Regulation 3, or any suspension arising from any failure to comply with any requirement of this Regulation, shall apply whether or not a person withdraws their application or ceases to hold the relevant position at any time before, during or after the investigation, risk assessment or final order of the Safeguarding Review Panel.

### INTERIM ORDERS

- 4. Upon receipt by The Association of:
  - 4.1 Notification that an individual has been charged with an Offence;
  - 4.2 Notification that an individual is the subject of an investigation by the Police or any other authority relating to an Offence; or
  - 4.3 Any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to an Adult at Risk, The Association shall have the power to make any interim order including, but not limited to, issuing an interim suspension order suspending the individual from all or any specific football activity for such a period and on such terms and conditions as it considers appropriate. Interim orders shall be issued by the Case Manager, who shall provide the individual with written notification of the interim order, the reason(s) for its imposition and of the right of appeal pursuant to Regulation 7.
- 5. 5.1 In determining whether an order under Regulation 4 should be made, the Case Manager shall give consideration, inter alia, to the following factors
  - 5.1.1 Whether Adults at Risk may be at risk of harm from the individual
  - 5.1.2 Whether the matters are of a serious nature; and/or
  - 5.1.3 Whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded having regard to the need for any suspension order to be proportionate. If the Association believes it requires further information from an individual in order to assess whether an order under Regulation 4 should be made and/or to properly assess the factors in Regulation 5.1, the Case Manager may request further information from that individual. Such information must be provided in accordance with the deadline set by the Case Manager.
- 5.2 The Case Manager will notify the individual in writing of the terms of any interim suspension order or other interim order, such notification to be sent by registered post to the individual's usual or last known address.
- 6. An individual who is subject to an interim order under Regulation 4 or under Regulation 3.6 shall have the immediate right to appeal the interim order.
- 7. Appeals under Regulation 6 shall be considered by the Safeguarding Review Panel.
- 8. To bring an appeal under Regulation 6, the individual as the appellant, must give notice in writing to The FA Judicial Services Department with a copy sent to the Case Manager. The notice must request an appeal and state the grounds for that appeal. The appellant may submit any written material in support of the appeal. Such material must be submitted to The Association, as the respondent, and the Safeguarding Review Panel within 14 days of giving such notice or it may not be considered by the Safeguarding Review Panel. Following the earliest of (a) receipt by The Association of any such material in support of the appeal, (b) the end of the 14 day period to provide such material, or (c) receipt of confirmation from the appellant that no such material will be

provided, The Association, as the respondent, may submit any material which it relies on, to the appellant and the Safeguarding Review Panel within 14 days thereafter.

9. The Safeguarding Review Panel shall determine all procedural matters for the conduct of the appeal, including requiring more information from either the appellant or the respondent. Unless the Safeguarding Review Panel in its discretion exceptionally allows the appellant and the respondent to address it in person, the Safeguarding Review Panel shall only consider the written material submitted by the appellant in support of the appeal, together with any written material submitted by the respondent. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person (whether through a representative or otherwise), whether that be as a result of the application made by the appellant or otherwise, the Safeguarding Review Panel shall give consideration to the following reasons (which is not an exhaustive list):
  - 9.1 Whether the terms of any order under consideration would affect the individual's paid employment within football, in which case, the appellant shall be entitled to address the Safeguarding Review Panel in person; and/or
  - 9.2 Whether exceptional material is put before the Safeguarding Review Panel.
10. In determining an appeal, the Safeguarding Review Panel shall have the power to make any order in relation to the interim order as it considers appropriate, including ratifying, modifying or removing it.
11. Any appeal under Regulation 6 shall be determined by the Safeguarding Review Panel at the earliest opportunity, following the receipt of notice in writing and any written material in support of the appeal from the appellant and written material submitted by the respondent (and, in cases where the individual and Case Manager were permitted to address it in person, following any oral hearing).
12. All interim orders will be reviewed at the first opportunity following the expiry of 6 months from the date of the order being imposed or, if that order has been appealed under Regulation 6, the date upon which that appeal is determined (whether on the written papers or following an oral hearing), and at the same interval thereafter. The Safeguarding Review Panel will not review an interim order before the expiry of the relevant 6 month period except in exceptional circumstances and/or where there is a material change in the circumstances in which the order was made. Any review under Regulation 12 shall be considered by the Safeguarding Review Panel which conducted an appeal in the same case under Regulation 6. The Safeguarding Review Panel may maintain, modify, or remove any interim order, or make any other order it considers appropriate.
13. The total period of an interim order under Regulation 4 shall not last beyond the final determination of any related case under the Rules of the Association. Where an interim order is imposed on an individual under Regulation 4 above, The Association shall bring and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.

### **DETERMINATION FOLLOWING ANY ORDER MADE PURSUANT TO STATUTE BARRING OR RESTRICTING INVOLVEMENT WITH ADULTS AT RISK**

14. 14.1 Where any individual is:
  - 14.1.1 Barred from regulated activity relating to Adults at Risk;
  - 14.1.2 Included in the list of individuals considered unsuitable to work with Adults at Risk, as kept by the Disclosure and Barring Service (DBS); and/or
  - 14.1.3 Subject to any other order, not within Regulation 14.1.1 or 14.1.2, issued pursuant to statute restricting their involvement with Adults at Risk, The Association shall have the power to make any order, including but not

limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate. Any such order shall be issued by the Case Manager.

- 14.2 All such orders shall be reviewed at the next meeting of the Safeguarding Review Panel. The Safeguarding Review Panel may ratify, modify or remove any such order, or make any other order as it considers appropriate.

### **ORDER FOLLOWING CONVICTION OR CAUTION**

- 15.1 Where the Case Manager becomes aware that an individual has a caution or conviction which leads to a concern about that individual's continued participation in football activity involving a child or children, the Case Manager may refer a case to the Safeguarding Review Panel in order to see an order under Regulation 15.
- 15.2 The Association's Safeguarding Review Panel shall have the power to make any order in respect of any individual convicted of, or made the subject of a caution in respect of, an Offence, including but not limited to a suspension from all or any specific football activity for such period and on such terms and conditions as it considers appropriate.

### **OTHER ORDERS**

16. In addition to The Association's powers under Regulations 3.6, 4, and 14, where the Case Manager has reasonable cause to suspect that there are grounds for concern about an individual's continued participation in football activity involving Adults at risk, the Case Manager may refer a case to the Safeguarding Review Panel in order to see an order under Regulation 16.

Following such a referral, the Safeguarding Review Panel shall have the power to make any order that it considers appropriate, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate, if it is satisfied that the individual poses or may pose a risk of harm to Adults at Risk and/or that the individual is or was in a position of trust in relation to any person and has engaged in sexual activity and/or an inappropriate relationship with that person.

### **RISK ASSESSMENTS**

17. The Case Manager may conduct a risk assessment of an individual's participation in football following an order or referral made under Regulation 14, 15 or 16. This risk assessment may be in such form and prepared by any person, as the Case Manager at his/her discretion, considers appropriate.

### **PROCEDURE**

18. Before an order or referral is made under Regulation 14, 15 or 16, the Case Manager must use reasonable endeavours to notify the individual in writing. Such written notification must explain the order sought and the reason for it, and include a copy of the risk assessment and all other written material that the Case Manager intends to rely upon in seeking the order, save for any exceptional material dealt with under Regulation 24.
19. The individual shall have 14 days to reply to this notification and to provide any written material that he/she wishes the Safeguarding Review Panel to take into account in considering whether or not to impose, ratify, modify or remove any order under Regulation 14, 15 or 16.
20. Following the receipt of the reply and/or written material from the individual, or the expiry of the 14 day period if no reply is received, the Case Manager may:

- 20.1 Decide that no further action is currently required as there are no longer grounds for an order or referral under Regulation 14, 15, or 16;
- 20.2 Make any such further inquiries as he or she considers appropriate in light of any matters raised by the individual in response to the written notification; or
- 20.3 Refer the case to the Safeguarding Review Panel.
- 21. Where further inquiries are made by the Case Manager, any written material arising from those inquiries may only be relied on by the Case Manager if that written material has been sent to the individual and he or she has had 14 days to reply to it, save for any exceptional material dealt with under Regulation 24. If the written material is relied upon, any response by the individual must also be considered by the Safeguarding Review Panel.
- 22. The Safeguarding Review Panel shall determine all procedural matters for the conduct of a case it is considering under Regulation 14, 15 or 16. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the case shall be considered on the basis of the following written material only:
  - 22.1 The written notification and all written material provided with it by the Case Manager to the individual;
  - 22.2 The reply, if any, and all other written material submitted by the individual in response to the written notification;
  - 22.3 Any further written material provided by the Case Manager to the individual subsequently to the written notification; and
- 22.4 Any response from the individual to such further written material and all other written material submitted with that response.
- 23. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person, whether that be as a result of an application made by either party or otherwise, the Safeguarding Review Panel shall give consideration, *inter alia*, to the following factors:
  - 23.1 Whether the terms of any order under consideration would affect the individual's paid employment within football in which case the individual shall be entitled to address the Safeguarding Review Panel in person;
  - 23.2 Whether exceptional material is to be put before the Safeguarding Review Panel; and/or
  - 23.3 Whether an oral hearing has previously been conducted pursuant to Regulation 10 in relation to the same matter.

### **EXCEPTIONAL MATERIAL**

- 24. 24.1 In considering an interim order under Regulation 6, a review of any interim order under Regulation 12, or whether or not to make any order under Regulation 16, as a general rule the Safeguarding Review Panel may not consider any material provided by either the Case Manager or the individual which the other party has not seen and had a reasonable opportunity to reply to.
- 24.2 Exceptionally, in respect of any of the matters set out at Regulation 24.1, the Case Manager may make an application to an Exceptional Material Panel for permission to submit material to the Safeguarding Review Panel that has not been sent to the individual ("exceptional material"), where the Case Manager considers that the exceptional material concerned should not be sent to the individual for any one or more of the following reasons:
  - 24.2.1 Revealing it to the individual may create a risk of harm to any person or persons, and/or



- 24.2.2 Revealing it to the individual may amount to a criminal offence or otherwise be unlawful.
- 24.3 Where the Case Manager makes an application to an Exceptional Material Panel for permission to submit exceptional material to the Safeguarding Review Panel under Regulation 24.2, the Case Manager shall give notice of the application to the individual in writing at least fourteen days before the Exceptional Material Panel considers the application, unless the Case Manager considers that such written notice should not be given, as to give such notice may in itself:
- 24.3.1 Create a risk of harm to any person or persons; and/or
- 24.3.2 Amount to a criminal offence or otherwise be unlawful.
- 24.4 Any reply by an individual to a notice referred to in Regulation 24.3 must be passed to the Exceptional Material Panel for consideration.
- 24.5 The Exceptional Material Panel may, at its discretion, allow or reject the application in whole or in part.
- 24.6 In the event that the Exceptional Material Panel grants an order allowing the exceptional material to be submitted to the Safeguarding Review Panel, the Exceptional Material Panel shall give consideration as to whether either or both of the following may be provided to the individual:
- 24.6.1 A redacted version of the exceptional material; and/or,
- 24.6.2 A summary of the exceptional material.
- 24.7 An Exceptional Material Panel shall be made up of one or more of the members of the Safeguarding Review Panel. A person that sits on an Exceptional Material Panel determining an application under Regulation 24.2 in relation to a particular individual may not be a member of the Safeguarding Review Panel that will have conduct of the case referred under Regulation 16 in relation to that individual.

### **OTHER ORDERS AVAILABLE FOLLOWING RISK ASSESSMENT**

25. Following a referral under Regulation 16, in addition to its ability to make an order under Regulation 16, the Safeguarding Review Panel may make any other order consistent with the aims of the Adults at Risk Policy that it considers appropriate in the circumstances.

### **SUPERVISION ORDERS**

26. Unless otherwise discharged, a Supervision Order will last for the length of time ordered by the Panel. Before its expiry, The Association may apply for an extension, or further extensions, for a period not exceeding 3 years from the date of the first order.

### **DISCRETION TO REFER TO THE SAFEGUARDING REVIEW PANEL**

27. Any of the powers and/or case management functions exercised by a Case Manager under these Regulations may instead be exercised by the Safeguarding Review Panel if the Case Manager, in his or her sole discretion, determines that the matter should be referred to the Safeguarding Review Panel ("a general referral"). The Case Manager shall make a general referral to the Safeguarding Review Panel where the facts and circumstances of a case are exceptional and/or of significant public interest, though the Case Manager's discretion to make a general referral will not be limited to such cases.
28. Where the Case Manager makes a general referral to the Safeguarding Review Panel, the same rights of review and appeal arise as if the decision of the Safeguarding Review Panel had been made by the Case Manager. Any review or appeal of the decisions of the latter will be heard by a Safeguarding Review Panel, none of the members of which shall have been a member of the Safeguarding Review Panel which was involved in any earlier decision on that case.

### **RIGHT OF APPEAL**

- 29      29.1      A Participant or The Association may appeal to an Appeal Board any decision of the Safeguarding Review Panel made under Regulations 13.1.3, 14 or 15. Subject to Regulation 29.3 and 29.4, such appeals shall be conducted in accordance with Part C: Appeals Non-Fast-Track of the Disciplinary Regulations (the "Appeal Regulations"). Subject to this right of appeal, decisions of the Safeguarding Review Panel shall be final and binding.
- 29.2      Notwithstanding any provision to the contrary in the Appeal Regulations, an Appeal Board convened to hear an appeal pursuant to Regulation 29.1 shall take place as a full rehearing of the case.
- 29.3      Paragraph 10 of the Appeal Regulations shall be replaced with the following: The Appeal Board shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Response. Such application must set out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. The Appeal Board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The Appeal Board's decision shall be final. Where leave to present new evidence has been granted, in all cases the other party will be given an opportunity to respond.
- 29.4      Any decision of the Appeal Board shall be final and binding with no further right of appeal.

### **WRITTEN MATERIAL**

30.      For the purposes of these Regulations, "written material" may include photographic, video, electronic and/or audio evidence.

### THE FOOTBALL ASSOCIATION EQUALITY POLICY

The Association is responsible for setting the standards and values to apply throughout football at every level. Football is for everyone; it belongs to, and should be enjoyed by, anyone who wants to participate in it.

The aim of this Policy is to ensure that everyone is treated fairly and with respect and that The Association is equally accessible to all.

All Participants should abide and adhere to this Policy and to the requirements of the Equality Act 2010.

The Association's commitment is to promote inclusion and to confront and eliminate discrimination whether by reason of age, gender, gender reassignment, sexual orientation, marital status or civil partnership, race, nationality, ethnic origin, colour, religion or belief, ability or disability, pregnancy and maternity and to encourage equal opportunities.

This Policy is fully supported by the Board of The Association and the Director of Football Regulation and Administration is responsible for the implementation of this Policy.

The Association will ensure that it treats people fairly and with respect and that it will provide access and opportunities for all members of the community to take part in, and enjoy, its activities.

The Association will not tolerate harassment, including sexual harassment, bullying, abuse or victimisation of a Participant, which for the purposes of this Policy and the actions and sanction applicable is regarded as discrimination, whether physical or verbal. The Association will work to ensure that such behaviour is met with appropriate action in whatever context it occurs.

The Association commits itself to the immediate investigation of any allegation, when it is brought to their attention, of discrimination and where such is found to be the case, The Association will require that the practice stop and impose sanctions as appropriate.

The Association is committed to inclusion and anti-discrimination raising awareness and educating, investigating concerns and applying relevant and proportionate sanctions, campaigning, achieving independently verified equality standards, widening diversity and representation and promoting diverse role models are all key actions to promote inclusion and eradicate discrimination within football.

July 2016

### RESPECT

Respect is The FA's response to a clear message from throughout the game, that the health of football depends upon high standards of behaviour on and off the pitch.

- Respect is a behavioural code for Football
- Respect is about recognising that the integrity of the game is more important than the result of the match
- Respect is For ALL and plays a key part in uniting the game
- Respect is about creating an understanding of what is acceptable and unacceptable behaviour in Football
- Respect is about those involved taking responsibility for the consequences of their own actions
- Respect is about supporting match officials to do their job.
- Respect is not a slogan. It is a collective responsibility of those involved in football to create a safe, fun and inclusive environment in which the game can take place.

The following Respect Codes of Conduct outline the types of behaviour that will support a safe, fun and inclusive game in this country. They also identify a range of sanctions which may be taken if these codes are not abided by.

### YOUNG PLAYERS - RESPECT CODE OF CONDUCT

When playing football, I will:

- Always play to the best of my ability and for the benefit of my team
- Play fairly - I won't cheat, dive, complain or waste time.
- Respect my team-mates, the other team, the referee or my coach/team manager.
- Play by the rules, as directed by the referee
- Be gracious in victory and defeat - I will shake hands with the other team and referee at the end of the game
- Listen and respond to what my coach/team manager tells me
- Understand that a coach/team manager has to do what is best for the team and not one individual player
- Talk to someone I trust or the club welfare officer if I'm unhappy about anything at my club.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may:

- Be required to apologise to my team-mates, the other team, referee or team manager
- Receive a formal warning from the coach/team manager or the club committee
- Be dropped or substituted
- Be suspended from training
- Be required to leave the club

In addition:

- My club, County FA or The FA may make my parent or carer aware of any infringements of the Code of Conduct
- The FA/County FA could impose a fine and suspension against my club

### **SPECTATORS - RESPECT CODE OF CONDUCT**

We all bear a collective responsibility to set a good example and help provide a positive environment in which children can learn and enjoy the game.

Play your part and observe The FA's Respect Code of Conduct for spectators at all times

I will:

- Remember that children play for FUN.
- Applaud effort and good play as well as success.
- Respect the Referee's decisions even when you don't agree with them
- Appreciate good play from whatever team it comes from
- Remain behind the touchline and within the Designated Spectators' Area (where provided)
- Let the coach do their job and not confuse the players by telling them what to do
- Encourage the players to respect the opposition, referee and match officials
- Support positively. When players make a mistake offer them encouragement not criticism
- Never engage in, or tolerate, offensive, insulting, or abusive language or behaviour

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may be:

- Issued with a verbal warning from a club or league official
- Required to meet with the club, league or CFA Welfare Officer
- Required to meet with the club committee
- Obligated to undertake an FA education course
- Obligated to leave the match venue by the club
- Requested by the club not to attend future games
- Suspended or have my club membership removed

In addition:

- The FA/County FA could impose a fine and/or suspension on the club

### **COACHES, TEAM MANAGERS AND CLUB OFFICIALS - RESPECT CODE OF CONDUCT**

We all bear a collective responsibility to set a good example and help provide a positive environment in which children can learn and enjoy the game. Play your part and observe The FA's Respect Code of Conduct at all times.

On and off the field, I will:

- Use my position to set a positive example for the young people I am responsible for
- Show respect to others involved in the game including match officials, opposition players, coaches, managers, officials and spectators
- Adhere to the laws and spirit of the game
- Promote Fair Play and high standards of behaviour
- Respect the match official's decision
- Never enter the field of play without the referee's permission
- Never engage in, or tolerate, offensive, insulting or abusive language or behaviour
- Be gracious in victory and defeat

When working with players, I will:

- Place the well-being, safety and enjoyment of each player above everything, including winning
- Never engage in or tolerate any form of bullying
- Encourage each player to accept responsibility for their own behaviour and performance
- Ensure all activities I organise are appropriate for the players' ability level, age and maturity
- Co-operate fully with others in football (e.g. officials, doctors, physiotherapists, welfare officers) for each player's best interests

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may be:

- Required to meet with the club, league or County Welfare Officer
- Suspended by the club from attending matches
- Suspended or fined by the County FA
- Required to leave or be sacked by the club

In addition:

- My FA Coaching Licence may be withdrawn

### **MATCH OFFICIALS**

We all have a responsibility to promote high standards of behaviour in the game.

The behaviour of the match officials has an impact, directly and indirectly, on the conduct of everyone involved in the game - both on the pitch and on the sidelines.

Play your part and observe The FA's Respect Code of Conduct of match officials at all time.

I will:

- Be honest and completely impartial at all times
- Apply the Laws of the Game and competition rules fairly and consistently
- Manage the game in a positive, calm and confident manner
- Deal with all instances of violence, aggression, unsporting behaviour, foul play and other misconduct
- Never tolerate offensive, insulting or abusive language or behaviour from players and officials
- Support my match official colleagues at all times
- Set a positive personal example by promoting good behaviour and showing respect to everyone involved in the game
- Communicate with the players and encourage fair play
- Respond in a clear, calm and confident manner to any appropriate request for clarification by the team captains
- Prepare physically and mentally for every match
- Complete and submit, accurate and concise reports within the time limit required for games in which I officiate.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my County FA or The FA:

I may be:

- Required to meet with The FA/County FA Refereeing Official
- Required to meet with The FA/County FA Referees Committee

### ADULT PLAYERS

We all have a responsibility to promote high standards of behaviour in the game

Play your part and observe The FA's Respect Code of Conduct for players at all times.

On and off the field, I will:

- Adhere to the Laws of The Game
- Display and promote high standards of behaviour
- Promote Fair Play
- Always respect the match official's decisions
- Never engage in public criticism of the match officials
- Never engage in offensive, insulting or abusive language or behaviour
- Never engage in bullying, intimidation or harassment
- Speak to my team-mates, the opposition and my coach/manager with respect.
- Remember we all make mistakes.
- Win or lose with dignity. Shake hands with the opposing team and the referee at the end of every game.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may:

- Be required to apologise to team-mates, the other team, referee or team manager
- Receive a warning from the coach
- Receive a written warning from the club committee
- Be required to attend an FA education course
- Be dropped or substituted
- Be suspended from training
- Not be selected for the team
- Be required to serve a suspension
- Be fined
- Be required to leave the club

In addition:

- The FA/County FA could impose a fine and/or suspension on the club

## NATIONAL LEAGUE SYSTEM REGULATIONS

### 1. DEFINITIONS

In the interpretation of these Regulations: any words and expressions, unless otherwise defined herein, shall be words and expressions as defined as follows:-

"The Association" means The Football Association Limited.

"Club" means a football club for the time being in a League in membership of the NLS or Feeder Leagues (as applicable)

"Committee" in these Regulations means the relevant Committee appointed by the Association.

"Competition" in these Regulations means a League in the NLS.

"Conditional Licence" means a Licence with conditions attached to be met by a Club within a period determined by the Competition in which the Club holding the Licence is allocated by the Committee. Such period is not to exceed 1 March in the Membership Year to which the Licence relates. Save in exceptional circumstances a Conditional Licence cannot be granted to a Club for successive Membership Years in respect of the same Criterion.

"Criteria" means the Criteria for participation in Play Off Matches and Inter-Step Play Off Matches as set out in regulation 9 of these Regulations.

"Feeder Leagues" means Regional NLS Feeder Leagues from where a Club can enter the NLS.

"Inter-Step Play Off Match(es)" means matches played between Clubs at Step 4 and Step 5 who finish in an Inter-Step Play Off Position.

"Inter-Step Play Off Position" means the position of a Club at the end of each Playing Season which is provided for in Regulation 5.2 and facilitated by Standardised Rule 12 as qualifying the Club to take part in an Inter-Step Play Off Match to qualify for promotion to Step 4 (in respect of the Club in Step 5 in the current Playing Season) or retain its position in Step 4 (in respect of the Club in the Step4 in the current Playing Season) for the next Playing Season.

"League" means any competition sanctioned by The Association and/or an Affiliated Association in membership of the NLS or Feeder Leagues (as applicable).

"Licence" means an annual licence required to be held by a Club to be a member of a Competition that may be either an Unconditional Licence or Conditional Licence.

"NLS" means the National League System of competitions controlled by The Association where promotion and relegation links exist between participating Leagues.

"Playing Season" means the period between the date on which the first competitive fixture in the League is played each year until the date on which the last competitive fixture in the League is played. For Clubs participating in Play Off Matches this does include the period when Play Off Matches are played.

"Play Off Match(es)" means matches played between Clubs in a Play Off Position on a format to be determined by each League provided that the format is the same across each Step.

"Play Off Position" means the position of a Club at the end of each Playing Season which is provided for in Standardised Rule 12 as qualifying the Club to take part in a Play Off Match to qualify for promotion to the next Step for the next Playing Season.

"Regular Season" means the period between the date on which the first competitive fixture in the League is played each year and the date on which the last competitive fixture in the League is played, excluding Play Off Matches.

"Regulations" means these regulations.



“Rules” means The Association’s Standardised Rules or The Association’s Standard Code of Rules under which a League is administered.

“Step” means the level at which a Club participates in the NLS or Feeder League (as applicable).

“Unconditional Licence” means a Licence without any conditions attached.

1.1 Due to the impact of COVID-19, a number of regulations were temporarily amended or disapplied for the 2020/2021 season. It is intended that any temporarily amended or disapplied regulations will be reinstated for the commencement of the 2021/2022 season, save where any further amendments have been approved by FA Council. A number of existing regulations have also been amended.

## 2. THE NLS SHALL BE OPERATED IN ACCORDANCE WITH THE REGULATIONS.

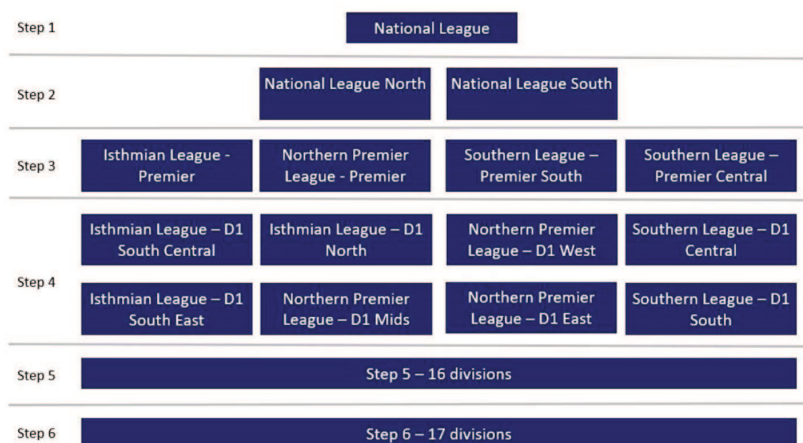
The aims and objectives of the NLS are to provide:

- 2.1 Clubs with a level of competitive football appropriate to their playing ability, stadium/ground facilities and geographical location.
- 2.2 A framework for discussion on matters of policy and common interest to Leagues and Clubs.
- 2.3 The seasonal movement of Clubs.
- 2.4 A co-ordinated approach between Leagues regarding the final date of the Playing Season.

All Leagues are bound by the Regulations. A Club is bound by the Regulations from the date it has qualified for placement into the NLS until such time as it leaves the NLS for whatever reason.

## 3. NLS LEAGUE STRUCTURE

3.1 The current structure of the NLS is set out below:



The Leagues currently at Steps 5 and 6 are set out at the end of the Regulations. Each Step shall have the following maximum number of Clubs: Step 1-24, Step 2-48, Step 3-88, Step 4- 160, Step 5 - 320, Step 6- 340. Clubs will be placed in the most geographically appropriate division.

- 3.2 Any league wishing to become part of the NLS must apply to the Committee by 31st December in the relevant year in such form and/or providing such information as shall be required by the Committee from time to time. The decision as to whether or not a league should be admitted to the NLS shall be made by the Committee which will then decide on the Step at which the League will compete.
- 3.3 Any League wishing to propose an adjustment to its position within the NLS must apply in writing to the Committee by 31st December in any year for such proposal to be determined by the Committee in order, if approved, to have effect in the following Playing Season.

#### **4. RULES AND REGULATIONS FOR PROMOTION AND RELEGATION**

The Committee shall provide for the seasonal promotion, relegation or the movement of Clubs.

#### **5. DETAILED PROMOTION AND RELEGATION ISSUES**

- 5.1 The criteria for entry to the NLS and the criteria for ground/stadium facilities and the Criteria for participation in Play Off Matches shall be determined by the Committee. All criteria so determined shall be published by The Association from time to time.
- 5.2 Subject to 5.5, at the conclusion of each Playing Season, the following procedures will apply to promotion / relegation subject to the application of the Rules:

##### Step 1 and Step 2

These regulations do not deal with promotion from Step 1

The Clubs finishing in the bottom three places at Step 1 at the end of the Playing Season will be relegated and placed in a feeder pool and placed in the most geographically appropriate division at Step 2 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the divisions at Step 2 together with a further two Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for promotion to the next Step, the Club finishing in 2nd position shall be promoted. The Clubs finishing in 2nd, 3rd, 4th, 5th, 6th and 7th positions shall be eligible to take part in the Play Off Matches. The Play Off Matches shall be played so that in each Step 2 division there is a qualifying round, semi-finals and a promotion final with all ties being played over a single leg at the ground of the higher placed Club. The winner of the promotion final in each Step 2 division will be promoted. If a Club is not eligible to enter Step 1 then it shall not take part in any Play Off Matches. In that event, such Club shall not be replaced and the Play Off Matches structure and draw shall be adjusted as necessary by the Competition on the basis of the remaining Clubs' final league positions.

##### Step 2 and Step 3

The Clubs in the bottom three places in each of the two divisions at Step 2 at the end of the Regular Season will be relegated and placed in a feeder pool and placed in the most geographically appropriate division at Step 3 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the four divisions at Step 3 together with a further four Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for promotion to the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in 3rd position (and so on) shall be the Club in the next eligible position to take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the Criteria for participation in Play Off Matches the Club finishing in the next eligible position shall take part in the Play Off Matches. In each division at Step 3, the Play Off Matches shall be played so that

the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The ties will be played on a single match basis with the home Club being the Club with the best points per match ratio in the Regular Season. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other Play Off Match and the winner of that match will play in the further Play Off Match described above. Clubs finishing below position 7 will not be eligible to take part in Play Off Matches.

The promoted Clubs will be placed in a feeder pool and placed in the most geographically appropriate division at Step 2 for the following Playing Season.

### Step 3 and Step 4

The Clubs finishing in the bottom four places in each of the four divisions at Step 3 at the end of the Regular Season will be relegated and placed in a feeder pool and placed in the most geographically appropriate division at Step 4 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the eight divisions at Step 4 together with a further eight Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for promotion to the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in 3rd position (and so on) shall be the Club in the next eligible position to take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the Criteria for participation in Play Off Matches, the Club finishing in the next eligible position shall take part in the Play Off Matches. In each division at Step 4 the Play Off Matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The ties will be played on a single match basis with the home Club being the Club with the best points per game ratio in the Regular Season. If there are only three eligible Clubs then the highest placed shall receive a bye to the second match where it will play the winner of the other Play Off Match and the winner of that match will be promoted. Clubs finishing below 7th position will not be eligible to take part in Play Off Matches.

The promoted Clubs will be placed in a feeder pool and placed in the most geographically appropriate division at Step 3 for the following Playing Season.

### Step 4 and Step 5

The Clubs finishing in the bottom two places in each of the eight divisions at Step 4 at the end of the Regular Season will be relegated and placed in a feeder pool and placed in the most geographically appropriate division at Step 5 for the following Playing Season. The Clubs finishing in third and fourth from bottom in each of the eight divisions at Step 4 at the end of the Regular Season will take part in Inter-Step Play-Off Matches against the Clubs finishing in 2nd position in each of the sixteen divisions at Step 5 to determine whether they remain at Step 4 or are relegated to Step 5 for the following Playing Season.

Clubs relegated for finishing bottom and second from bottom in each of the eight divisions at Step 4 will be replaced by the Clubs finishing in 1st position in each of the sixteen divisions at Step 5. The Clubs finishing in 2nd position in each of the sixteen divisions at Step 5 will take part in Inter-Step Play Off Matches against the Clubs finishing in third and fourth from bottom in each of the eight divisions at Step 4 to determine whether they remain at Step 5 or are promoted to Step 4 for the following Playing Season. Where a Club finishes in 1st position but does not meet the minimum criteria for promotion to the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in 3rd position (and so on) shall be the Club in the next eligible position to take part in the Inter-Step Play Off Matches. Where a Club finishes in an Inter-Step Play Off Position but does not

meet the Criteria for participation in Inter-Step Play Off Matches, the Club finishing in the next eligible position shall take part in the Inter-Step Play Off Matches. Clubs finishing below position 7 will not be eligible to take part in Inter-Step Play Off Matches.

### Inter-Step Play Off Matches:

Each Club at Step 4 which finishes the Regular Season in an Inter-Step Play Off Position will be drawn at home against a Club from Step 5 which finishes the Regular Season in an Inter-Step Play Off Position. The conditions of Inter-Step Play Off Matches (such as the criteria of how ties are drawn, associated financial matters, extra time, and player eligibility) will be confirmed by the Committee from time to time. Ties will be a one-off match with the winner being allocated to Step 4 for the following Playing Season and the defeated Club being allocated to Step 5 for the following Playing Season.

The Clubs allocated to Step 4 will be placed in a feeder pool and placed in the most geographically appropriate division at Step 4 for the following Playing Season. In addition, a Club allocated to Step 4 shall comply with the Licencing System provision as set out in Appendix 1 to the Standardised Rules.

### Step 5 and Step 6

The Clubs in the bottom two places in each of the sixteen divisions at Step 5 at the end of the Regular Season will be relegated and placed a feeder pool and placed in the most geographically appropriate division at Step 6 for the following Playing Season.

These Clubs will be replaced by (i) the Clubs finishing in 1st position at the end of the Regular Season in each of the two divisions operated by the South West Peninsula League; (ii) the Clubs finishing in 1st position at the end of the Regular Season in each of the remaining fifteen divisions at Step 6; and (iii) a further fifteen Clubs determined by a series of Play Off Matches within those remaining fifteen divisions (i.e. not including the two divisions operated by the South West Peninsula League). Where a Club finishes in 1st position but does not meet the criteria for promotion to the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in 3rd position (and so on) shall be the Club in the next eligible position to take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the Criteria for participation in Play Off Matches, the Club finishing in the next eligible position shall take part in the Play Off Matches. In each division at Step 6, the Play Off Matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The ties will be played on a single match basis with the home Club being the Club with the best points per game ratio in the Regular Season. If there are only three eligible Clubs then the highest placed shall receive a bye to the second match where it will play the winner of the other Play Off Match and the winner of that match will be promoted. Clubs finishing below 7th position will not be eligible to take part in Play Off Matches.

The promoted Clubs will be placed in a feeder pool and placed in the most geographically appropriate division at Step 5 for the following Playing Season.

### Step 6 and relegation

At the end of the Regular Season the Clubs in the bottom three positions of each of the seventeen Step 6 divisions will be liable to relegation. The final number of Clubs to be relegated will be confirmed once promotion candidates from Feeder Leagues and any vacancies are known. If reprieves are required the Clubs third from bottom will be ranked on a points per match basis (then goal difference, then goals scored if required) - the Club(s) with the best points per match will be

rerieved. If all third from bottom Clubs are rerieved, and a further rerieve(s) is required, the same process will apply for Clubs in second from bottom (and so on).

- 5.3 At Steps 2-5 the Club finishing in last place in the table at the end of the Regular Season will be relegated and not rerieved.
- 5.4 At Steps 1 to 6, if a Club becomes eligible to take part in a Play Off Match and refuses to take part in that match or if a Club qualifies for promotion and refuses to be promoted then that Club shall be relegated from the division it last played in and shall play the following Playing Season in the division at the next Step level below. If the refusal/ineligibility applies to a Club currently operating at Step 6, the Club will be removed from the NLS and placed in the appropriate Regional NLS Feeder League, provided there is an eligible Club at Feeder League level to replace them.
- 5.5 Where a vacancy occurs within the NLS the following procedures will apply:

### **End of the Playing Season**

- 5.5.1 (a) Where a Club notifies its decision to resign from its League at the end of the Playing Season, then a vacancy is created on the date the notification of that decision is formally recorded by that League. Such resignation can only be withdrawn by the end of that Playing Season with the consent of the Board of that League.
- (b) In all cases, that Club is treated as a relegated Club. The final table of that division is not affected.
- (c) In cases where the vacancy is created after the end of the Playing Season but before the League's AGM, the vacancy will be filled in accordance with Regulation
- 5.5.2 below.
- 5.5.2 (a) Where a vacancy occurs at Step 1 and Step 2 following the completion of a Playing Season the best ranked Club in a relegation position is rerieved.
- (b) Where a vacancy arises at Step 3 to 6 following the completion of a Playing Season it shall be dealt with at the sole discretion of the Committee.
- (c) Where a vacancy occurs at Step 3 and 4 after the allocations for the following season have been published and prior to the holding of the League's AGM.  
The vacancy created shall be dealt with at the sole discretion of the Committee in order to minimise disruption.
- (d) Where a vacancy occurs after the date of a League AGM then a League is not able to replace the Club(s) concerned for the following Playing Season.

### **Prior to the end of a Playing Season**

- 5.5.3 (a) In cases where the vacancy is created prior to the end of the Playing Season, at Steps 1 and 2 the vacancy will be filled by the best ranked Club in a relegation position at the end of the Regular Season, eligible of being rerieved in that same division. In the event of there being more vacancies than Clubs eligible to be rerieved, such vacancy or vacancies will be filled by Clubs eligible to be rerieved in the Competition's other division(s) on a points per match ratio. At Steps 3 to 6, the vacancies shall be filled at the sole discretion of the Committee.

- (b) Where, prior to the end of the Playing Season, a Club notifies its decision to resign from its League with immediate effect or where a Club is removed from the League for any reason, then the playing record of that Club will be expunged and a vacancy is created on the date the resignation or removal is formally recorded by that League.
  - (c) In all such cases that Club is treated as a relegated Club and the vacancy will be filled in accordance with 5.5.3(a) above.
- 5.6 Only internal changes to the constitution of a League are allowed following the holding of a League's Annual General Meeting.
- 5.7 Clubs are not allowed to enter into a ground share agreement in order to gain promotion or to retain membership at a particular Step where the Club has failed to attain or maintain the relevant Grade.
- 5.8 Ground grading requirements will be in accordance with the Rules.

In order to be considered for promotion, the following requirements will apply.

Step 1 - Clubs must comply fully with the requirements of Grade A.

Step 2 - Clubs competing at Step 2 must comply fully with the requirements of Grade B. To be considered for promotion to Step 1 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade B together with any additional requirements by 31st March in the year in which they seek promotion. Clubs must also attain Grade A by 31st March in the year following promotion.

Step 3 - Clubs competing at Step 3 must comply fully with the requirements of Grade C. To be considered for promotion to Step 2 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade C and attain Grade B by 31st March in the year following promotion.

Step 4 - Clubs promoted to Step 4 must comply fully with the requirements of Grade E by 31st March in the year following promotion and comply fully with the requirements of Grade D by 31st March in the year following that. Clubs competing at Step 4 must comply fully with the requirements of Grade D. To be considered for promotion to Step 3 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade D and attain Grade C by 31st March in the year following promotion.

Step 5 - Clubs competing at Step 5 must comply fully with the requirements of Grade F.

Step 6 - Clubs competing at Step 6 must comply fully with the requirements of Grade G. To be considered for promotion to Step 5, Clubs must meet the requirements of Grade G and attain Grade F by 31st March in the year following promotion. Clubs promoted from Feeder Leagues must install floodlights in working order by 30th September following promotion. Failure to do this will result in a sanction being imposed at the discretion of the League of which the Club is a member. If by 31st March in the year following promotion the floodlights are still not installed then the Club will be a relegated Club and be dealt with accordingly.
- 5.9 If a Club is relegated for not achieving the required Grade for the Step at which it is playing it will not be eligible for promotion again until it has attained the required Grade for the Step to which it wishes to be promoted. The Club must have that Grade at 31st March in the year in which it seeks promotion.
- 5.10 Where a Club resigns from a League that Club will not be eligible for promotion for at least one Playing Season following the Season in which it resigned.

- 5.11 In the event of any question arising regarding the interpretation of these Regulations it will be decided by The Association in its sole discretion.

### **6. THE MOVEMENT OF CLUBS WITHIN THE NLS OTHER THAN BY PROMOTION OR RELEGATION**

- 6.1 Movement of a Club from participation in one League to another is not permitted other than by promotion and relegation or otherwise as set out in these Regulations or League Rules save with the approval of the Committee.

It may be necessary from time to time to move Clubs laterally at the same Step. Each year the Committee (or sub-committee thereof) will consider whether any lateral movements may be necessary at each Step and the final decision shall rest with the Committee / sub-committee. Only a Club subject to lateral movement from one League to another may appeal that decision pursuant to Regulation 8.2(b).

- 6.2 Any Club wishing to move from one League to another must make an application in writing to the Committee on or before 31st March in each year to be effective for the following Playing Season. In the event of such application being successful the League from which the Club is moving shall not levy a financial penalty on that Club.

- 6.3 (i) If a Club (whether a Members' Club or a Company) is wound up, liquidated, or is removed from its League or withdraws from football competition ('the Former Club'), and a new Club ('the New Club') is established which wishes to be placed within the NLS, it will be allowed to make an application only to join a League/ division at Step 5 of the NLS unless the Former Club was in either Step 4 or Step 5 when the event which caused it to cease its membership occurred in which case it must re-join the NLS at a minimum of two Steps below the level at which it was at the time the event occurred, or withdrew from football competition, whichever is lower. Where the Former Club was a member of Premier League or EFL then the Committee shall at its absolute discretion determine in which League the New Club shall be placed for the following Playing Season and will set out at its complete discretion the requirements to be met by the New Club.

In order for consideration to be given to the placement in the NLS of the New Club in the following Playing Season, an initial application must be received by the Committee by 1st March or within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, if such date is later than 1st March.

The full application accompanied by all necessary documents including evidence of security of tenure having been granted to the New Club and affiliation to a County Football Association must be received by 31st March or within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, if such date is later than 1st March. The application shall be copied to the League of which membership is being requested. The application will be determined by the Committee.

In considering any application, the Committee will set out at its sole discretion the requirements to be met by the New Club.

In the event of more than one application being received within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, the



Committee will consider at its discretion which application will be considered in accordance with this Regulation.

- (ii) If a Club is removed from its League and wishes to remain in the NLS it shall apply to the Committee within five working days of it receiving written notification of its removal from its League. The Committee will consider such application and will place the Club in what it considers at its sole discretion to be the most appropriate League/division for the following Playing Season.

- 6.4 If a Club (whether a Members' Club or a Company) ceases to be a member of its league and that Club (that is not a New Club as defined at 6.3 above) wishes to be placed within the NLS for the immediately following Playing Season, then unless otherwise determined by the Committee, it may be allowed to make an application to join a League/division below the most recent League/division of which the Club was a member.

In order for consideration to be given to the placement in the NLS by the Club in the immediately following Playing Season, an initial application must be received by the Committee in accordance with the procedures set out at 6.3 above. The application shall be copied to the League of which membership is being requested. The application will be determined by the Committee at its absolute discretion.

In considering any application, the Committee will set out at its sole discretion the requirements to be met by the Club in determining whether to approve the application.

- 6.5 If two or more Clubs ("the Merging Clubs") are proposing a transaction or series of transactions that result in the merging or consolidation ("the Proposed Merger") of those Clubs into one Club ("the Merged Club") then a formal application to do so must be received by the Committee and the league(s) of which the Merging Clubs are members by 31st December to be valid for the following Playing Season.

A Deed of Agreement, which shall be legally binding on all parties must be submitted to The Association by 31st March in the year immediately following receipt of the application. The Committee shall determine at its absolute discretion where the Merged Club is to be included in the NLS for the following Playing Season subject to the provisions of item 6.5.5 below.

A Deed of Agreement, which shall be legally binding on all parties must be submitted to The Association by 31st March in the year immediately following receipt of the application. The Committee shall determine at its absolute discretion where the Merged Club is to be included in the NLS for the following Playing Season subject to the provisions of item 6.5.5 below.

In arriving at its decision the Committee may apply the following minimum criteria:

- 6.5.1 The requirements of Standardised Rule 2.9 for the current Playing Season must be met by each of the Merging Clubs. If one or more of the Merging Clubs is subject to an insolvency event then Standardised Rule 2.9.2 shall be applied to such club(s), otherwise Standardised Rule 2.9.1 shall be applied;
- 6.5.2 The proposed playing name of the Merged Club must be acceptable to the Committee; and
- 6.5.3 The Merged Club must have security of tenure to a ground that meets the relevant ground grading requirements;
- 6.5.4 Any other criteria that the Committee may from time to time deem to be appropriate;



- 6.5.5 The Merged Club will ordinarily be placed at the lower of the Steps at which the Merging Clubs ended the Playing Season in which the application is made. For the purposes of this Regulation, if one of the Merging Clubs has finished that Playing Season in a relegation place, then they will be deemed to have ended the Playing Season at the Step to which they would have been relegated without the Proposed Merger proceeding.

Any decision regarding whether a proposed transaction or series of transactions falls to be considered under this Regulation shall be determined by the Committee at its absolute discretion.

### **7. PLACEMENT OF A CLUB INTO A LEAGUE**

- 7.1 Usually a club can only enter the NLS at Step 6 via a Feeder League. However a League may seek approval from the Committee to receive a club or team not currently in membership of a League within the NLS provided that there is: (a) exceptional circumstances, (b) a vacancy within its constitution, (c) the club meets the entry criteria and (d) promotion and relegation issues have been satisfied. Such request must be received from the league by no later than 1st February. Any decision shall only be capable of Appeal to The Association by the affected League.
- 7.2 Reserve teams, including a team from a club or Club which is not considered by the Committee to be sufficiently separate from another club or Club, will not be permitted to compete above Step 6 in the NLS. There must be a minimum of two Steps between a first and reserve team. This does not apply at Steps 6 and Feeder League level. No two teams from the same Club can play at the same Step.
- 7.3 Teams from Higher Education or Further Education establishments are not permitted to compete above Step 5. This does not prevent any such establishment forming a Club which complies with all entry criteria and which is separate from the establishment itself.
- 7.4 Where a Club moves from one League to another, for whatever reason, the League from which it is being moved must provide the League to which the Club is being moved with a certificate confirming that the Club being moved does not owe any money or other property of any nature to the League from which it is being moved. The Club being moved cannot compete in its new League until such certification has been provided and the onus will be on the Club being moved to ensure that it has cleared all indebtedness to its previous League.

### **8. PROCEDURES FOR THE DETERMINATION OF ANY MATTER, DISPUTE OR DIFFERENCE BY THE COMMITTEE**

- 8.1 The Committee may adopt such procedures for the determination of any matter, dispute or difference as it considers appropriate and expedient, having regard to the aims and objectives set out at Regulation 2. The Committee may require the attendance at a meeting or the written observations of any League or Club, as it considers appropriate to assist its determination.
- 8.2 (a) Any dispute or difference between a League and a Club relating to promotion and relegation issues, lateral movement and/or other eligibility criteria must be referred for determination to the Committee; such determination shall be final and binding subject only to Arbitration in accordance with Rule K.
- (b) Subject to Regulation 6.1 above, any decision of the Committee shall be subject to a right of appeal to an Appeal Board. The decision of that Appeal Board shall be final and binding on all parties.

All referrals of appeals shall be conducted in accordance with the Appeal Regulations save for (i) appeals in relation to Ground Grading decisions where the procedures are outlined in Regulation 8.2(c) below and (ii) appeals in relation to decisions made pursuant to Regulations 6.1 and 6.2 above where the procedures are outlined in Regulation 8.2(d) below.

(c) Procedures for Ground Grading Appeals

- (i) The ratification of the Ground Grading decision must be sent in writing within 14 days of the final decision date, currently 31st March.
- (ii) Appeals in relation to Ground Grading Appeals must be submitted to The Association's Judicial Services Department within seven days from the date of the written decision outlining the Grounds of Appeal, with a copy to The Association's National League System Department.
- (iii) The Committee will appear before an Appeal Board with the Appellant to respond to the application and there is no requirement to make a formal response in writing.
- (iv) In all cases the Committee will submit any documentation including the Ground Grading report that was considered by the Committee in relation to the Ground Grading decision, (which the appellant would already have received).
- (v) Dates would be set annually in advance by the Judicial Services Department for the hearing of Ground Grading appeals and details of the dates would be notified to all Clubs in the correspondence from the Committee notifying the decision of the Ground Grading assessment.

(d) Procedures for appeals against decisions made pursuant to Regulation 6.1 and 6.2.

- (i) Such appeals must be submitted to The Association's Judicial Services Department within seven days from the date of the written decision outlining the Grounds of Appeal, with a copy to The Association's National League System Department.
- (ii) The Committee's response to the appeal shall be submitted to The Association's Judicial Services Department within seven days of the date the Club's appeal was submitted, with a copy to The Association's National League System Department.
- (iii) In all cases the Committee will submit any documentation considered by the Committee in relation to the relevant decision (which the appellant would already have received) with its response.
- (iv) The Committee will appear before an Appeal Board with the Appellant for determination of the appeal.
- (v) Dates would be set annually in advance by the Judicial Services Department for the hearing of such appeals and details of the dates would be notified to the Club in the correspondence from the Committee notifying them of the relevant decision.

- 8.3 The Committee may, at its discretion, delegate the resolution of any matter, dispute or difference arising under these Regulations to anybody it considers to be appropriate (including a sub-committee or commission which may include

members of council not on the Committee or a body constituted by a County Football Association).

### **9. CRITERIA FOR THE PARTICIPATION IN PLAY-OFF MATCHES**

In order to qualify for Play Off Matches and Inter-Step Play Off Matches a Club must comply with:

- Security of Tenure – see Standardised Rule 2.3.2
- Solvency – see Standardised Rule 13.B.2
- Ground Share requirements, i.e. not ground share in order to gain promotion – see 5.7 of these Regulations
- Ground Grading – see 5.8 of these regulations and the relevant criteria document

### **10. ARBITRATION**

The fact of participation in the NLS and signifying agreement to be bound by the Regulations shall constitute an agreement between each League and Club to refer to Arbitration any challenge in law arising out of, or in relation to, the Regulations in accordance with the provisions of FA Rule K.

### **11. LICENSING SYSTEM**

A Club shall be required to hold a Licence to be a member of a Competition at Steps 1 to 4 of the NLS.

- (a) The Association shall through the appropriate Committee operate a Licensing System to apply to all Clubs competing at Steps 1 to 4 of the National League System ("NLS"). A Club is required to hold a Licence to be a member of a Competition at Steps 1 to 4 of the NLS. The Licensing System to be applied is as shown at an Appendix to the Standardised Rules.
- (b) Each Competition at Steps 1 to 4 of the NLS shall be responsible for the operation, assessment and granting of the Licence in respect of its Clubs through the Standardised Rules as approved by a Committee of The Association. A Competition at Steps 1 to 4 shall take all reasonable and practical steps to co-operate with The Association in the application of the Licence.
- (c) In the event that a Competition fails to apply the Licensing System set out in the Standardised Rules to the satisfaction of The Association, then The Association shall have the powers of the Board of that Competition as set out in the Standardised Rules to apply such Licensing System. In addition, The Association may, if necessary, bring an action against the Competition for Misconduct under the Rules of The Association.

### **12. PRECEDENCE**

In the case of conflict between the Regulations for the Operation of the NLS and the Rules, the Regulations take precedence.

## LEAGUES/DIVISIONS AT STEPS 5 AND 6 OF THE NLS (SEASON 2021-22)

| STEP 5                                           | STEP 6                                       |
|--------------------------------------------------|----------------------------------------------|
| Combined Counties League Premier Div North       | Combined Counties League Div 1               |
| Combined Counties League Premier Div South       | Eastern Counties League Div 1 North          |
| Eastern Counties League Premier Div              | Eastern Counties League Div 1 South          |
| Essex Senior League                              | Hellenic League Div 1                        |
| Hellenic League Premier Div                      | Midland League Div 1                         |
| Midland League Premier Div                       | Northern Counties East Div 1                 |
| North West Counties League Premier Div           | North West Counties League Div 1 North       |
| Northern League Div 1                            | North West Counties League Div 1 South       |
| Northern Counties East League Premier Div        | Northern League Div 2                        |
| Southern Counties East League Premier Div        | South West Peninsula League Premier Div East |
| Spartan South Midlands League Premier Div        | South West Peninsula League Premier Div West |
| Southern Combination Football League Premier Div | Spartan South Midlands League Div 1          |
| United Counties League Premier Div North         | Southern Combination Football League Div 1   |
| United Counties League Premier Div South         | Southern Counties East League Div 1          |
| Wessex League Premier Div                        | United Counties League Div 1                 |
| Western League Premier Div                       | Wessex League Div 1                          |
|                                                  | Western League Div 1                         |

## APPENDIX A

### Regional NLS Feeder League Regulations

1. League Structure
  - 1.1 The Leagues currently operating as Feeder Leagues are set out at the end of the Appendix.
  - 1.2 At Feeder League level the maximum number of Clubs in each division shall be determined by the Sanctioning Authority taking into account all relevant factors. In any case, this shall not be more than 18 Clubs. The minimum amount of Clubs should be 14.
  - 1.3 Any league wishing to become a Feeder League must apply to the FA Leagues Committee by 31st December in the relevant year in such form and /or providing such information as shall be required by the Committee from time to time. The decision as to whether or not a league should be admitted as a Feeder League shall be made by the Committee.
2. Rules and Regulations for Promotion and Relegation
  - 2.1 All Feeder League Clubs seeking promotion to Step 6 must make an application using the prescribed form direct to The Association, copied to their existing League, by 31st December in the relevant year. In order to be considered for promotion Clubs must finish in 1st position in their Feeder League. If the Club finishing in 1st position does not wish to be promoted or fails to meet the entry criteria then the Club finishing in 2nd position will be eligible for promotion. If the Club in 2nd position does not seek promotion or fails to meet the entry criteria then Clubs down to 5th position may be considered for promotion provided that they meet the appropriate entry criteria. Clubs finishing below 5th position may not be considered for promotion and only one Club may be considered for promotion from each League. Each application must be accompanied by the agreed application fee, as determined by the Committee, which is non-refundable.
  - 2.2 Clubs competing in a Feeder League must comply fully with the minimum requirements in force. To be considered for promotion to Step 6, Clubs must meet the requirements of Grade H and attain Grade G by 31st March in the year

following promotion. Clubs can be promoted from Feeder Leagues to 6 without floodlights, provided that all other requirements of Grade H are met by 31st March in the Playing Season in which the Club wishes to gain promotion and that the Club has the following in place:-

- Planning permission granted for floodlights.
- That by 30th September following promotion that floodlights are installed and in working order.
- A development / business plan
- Quotations / estimates for the work to be carried out.
- Funding applications submitted, if required.

Failure to install floodlights in working order by 30th September following promotion will result in a sanction being imposed at the discretion of the League of which the Club is a member. If by 31st March in the year following promotion the floodlights are still not installed then the Club will be a relegated Club and be dealt with accordingly.

### 3. Placement of a Club in a League

3.1 The matter of draft placements for Clubs in Feeder Leagues is for the League in conjunction with its Sanctioning Authority. Once drafted, proposed placements are to be submitted to the Committee for ratification by an appropriate date as prescribed by the Committee from time to time. This is save for Clubs being allocated to Feeder Leagues having been relegated from Step 6, which is a matter for the Committee.

3.2 Reserve and 'A' teams may participate in Feeder Leagues. Clubs should note the provision concerning Reserve teams at Step 6 under Regulation 7.2 in the 'National League System Regulations'.

### 4. Movement of a Club between Leagues

4.1 Movement of a Club from participation in one League to another is not permitted other than by promotion and relegation or otherwise as set out in League Rules save with the approval of the Committee.

It may be necessary from time to time to move Clubs laterally at the same Step. Each year the Committee (or sub-committee thereof) will consider whether any lateral movements may be necessary at each Step and the final decision shall rest with the Committee/sub-committee. Only a Club subject to lateral movement from one League to another may appeal that decision pursuant to Regulation 5.2(b).

4.2 Any Club wishing to move from one League to another must make an application in writing to the Committee on or before 31st March in each year to be effective for the following Playing Season. In the event of such application being successful, the League from which the Club is moving shall not levy a financial penalty on that Club.

### 5. Procedures for the determination of any matter, dispute or difference by the Committee

5.1 The Committee may adopt such procedures for the determination of any matter, dispute or difference as it considers appropriate and expedient, having regard to the aims and objectives set out in Regulation 2. The Committee may require the attendance at a meeting or the written observations of any League or Club, as it considers appropriate to assist its determination.

5.2 (a) Any dispute or difference between a League and a Club relating to promotion and relegation issues, lateral movement and/or other eligibility criteria must be referred for determination to the Committee; such

determination shall be final and binding subject only to Arbitration in accordance with Rule K.

- (b) Subject to Regulation 4.1 above, any decision of the Committee shall be subject to a right of appeal to an Appeal Board. The decision of that Appeal Board shall be final and binding on all parties.

All referrals of appeals shall be conducted in accordance with the Appeal Regulations save for (i) appeals in relation to Ground Grading decisions where the procedures are outlined in Regulation 5.2(c) below and (ii) appeals in relation to decisions made pursuant to Regulations 4.1 and 4.2 above where the procedures are outlined in Regulation 5.2(d) below.

- (c) Procedures for Ground Grading Appeals
  - (i) The ratification of the Ground Grading decision must be sent in writing within 14 days of the final decision date, currently 31st March.
  - (ii) Appeals in relation to Ground Grading Appeals must be submitted to The Association's Judicial Services Department within seven days from the date of the written decision outlining the Grounds of Appeal, with a copy to The Association's National League System Department.
  - (iii) The Committee will appear before an Appeal Board with the Appellant to respond to the application and there is no requirement to make a formal response in writing.
  - (iv) In all cases the Committee will submit any documentation including the Ground Grading report that was considered by the Committee in relation to the Ground Grading decision, (which the appellant would already have received).
  - (v) Dates would be set annually in advance by the Judicial Services Department for the hearing of Ground Grading appeals and details of the dates would be notified to all Clubs in the correspondence from the Committee notifying the decision of the Ground Grading assessment.
- (d) Procedures for appeals against decisions made pursuant to Regulation 4.1 and 4.2
  - (i) Such appeals must be submitted to The Association's Judicial Services Department within seven days from the date of the written decision outlining the Grounds of Appeal, with a copy to The Association's National League System Department.
  - (ii) The Committee's response to the appeal shall be submitted to The Association's Judicial Services Department within seven days of the date the Club's appeal was submitted, with a copy to The Association's National League System Department.
  - (iii) In all cases the Committee will submit any documentation considered by the Committee in relation to the relevant decision (which the appellant would already have received) with its response.
  - (iv) The Committee will appear before an Appeal Board with the Appellant for determination of the appeal.
  - (v) Dates would be set annually in advance by the Judicial Services Department for the hearing of such appeals and details of the

dates would be notified to the Club in the correspondence from the Committee notifying them of the relevant decision.

- 5.3 The Committee may, at its discretion, delegate the resolution of any matter, dispute or difference arising under these Regulations to anybody it considers to be appropriate (including a sub-committee or commission which may include members of council not on the Committee or a body constituted by a County Football Association).

### **Leagues with Regional NLS Feeder League status - 2021-22 season:**

|                                             |                                                          |
|---------------------------------------------|----------------------------------------------------------|
| Anglian Combination Premier Div             | North Riding Football League Premier Div                 |
| Bedfordshire County League Premier Div      | Nottinghamshire Senior League Senior Div                 |
| Cambridgeshire County League premier Div    | Oxfordshire Senior League Premier Div                    |
| Central Midlands League Div North           | Peterborough & District League Premier Div               |
| Central Midlands League Div South           | Salop Leisure Football League Premier Div                |
| Cheshire League Premier Div                 | Sheffield & Hallamshire County Senior League Premier Div |
| Devon League Premier Div East               | Somerset County League Premier Div                       |
| Devon League Premier Div West               | Southern Combination Div Two                             |
| Dorset Premier League                       | Spartan South Midlands League Div 2                      |
| Essex & Suffolk Border League Premier Div   | St Piran Football League Premier East                    |
| Essex Olympian League Premier Div           | St Piran Football League Premier West                    |
| Gloucestershire County League Premier Div   | Staffordshire County Senior League Premier Div           |
| Hampshire Premier League Senior Div         | Suffolk & Ipswich League Senior Div                      |
| Herts Senior County League Premier Div      | Surrey Elite Intermediate League Intermediate Div        |
| Humber Premier League Premier Div           | Thames Valley Premier League Premier Div                 |
| Kent County League Premier Div              | Wearside League                                          |
| Leicestershire Senior League Premier Div    | West Cheshire League Div 1                               |
| Lincolnshire Football League Premier Div    | West Lancashire League Premier Div                       |
| Liverpool County Premier League Premier Div | West Midlands (Regional) League Div 1                    |
| Manchester Football League Premier Div      | West Yorkshire League Premier Div                        |
| Mid Sussex Football League Premier Div      | Wiltshire Football League Premier Div                    |
| Middlesex County League Premier Div         | York Football League Premier Div                         |
| Midland League Div 2                        | Yorkshire Football League                                |
| Northamptonshire Combination Premier Div    |                                                          |
| Northern Football Alliance Premier Div      |                                                          |

### REPORTING DISCRIMINATION

This guide is designed to give some general information and assistance to people who are thinking about reporting, or have already reported, an incident of racism or other discrimination to the Cheshire Football Association.

We hope the information provided answers any questions you may have about reporting discrimination.

#### **Making a report**

When reporting an incident it is important to provide as much detail as possible about what happened. We recognise that the process can be difficult, and sometimes distressing, but it is vital that you mention key pieces of information. Some of the facts that we will want to establish are as follows:

- Where and when did the incident(s) take place?
- What exactly happened?
- Who said/did what to whom?
- What are the relationships/roles of the parties involved in the incident?
- How close were you to the incident and did you have an unobstructed view?
- Did you witness the incident first-hand or was it reported to you - if so, by whom?
- What are the names and/or descriptions of those involved in the incident, including other possible witnesses?
- What happened after the incident and has it been reported to anyone else e.g. the police?
- Is there anything else we should know - e.g. past history between the parties?

This list of questions is not exhaustive. However, it should provide a good guide to the type of information which is needed for the matter to be assessed properly.

#### **Confidentiality**

All investigations are confidential and any information relating to an investigation will not be released to the public unless or until charges are brought. Of course, anyone who contacts us can choose to remain anonymous (see below). However, should another agency (e.g. the police) be involved in investigating the same incident, we may seek to share information with that agency.

#### **Sharing information**

We may share information with other organisations, although permission to do so will always be sought from you where necessary. Equally, we may put an investigation on hold pending the result of another agency's inquiry - this is most likely when the police are involved in the matter.

#### **Your questions answered:**

##### **Q: Can I make a report anonymously?**

A: Yes. You do not have to give your name when reporting an incident of racism or other discrimination. However, if an anonymous person is the only witness, we are likely to find it difficult to take formal action against the alleged offender.



**Q: Once I make a report, what happens next?**

A: The details reported will be assessed by an officer of the Cheshire Football Association who will review the information provided and decide on the appropriate course of action. This will involve deciding, where necessary, who should investigate the allegation - this may be the Cheshire Football Association, The FA, the police, etc. Once this decision has been made, you will be contacted and the process will be explained.

**Q: Who will contact me once my report has been reviewed?**

A: A member of the Cheshire Football Association will contact you in the first instance although, ultimately, it could be The FA or another agency that deals with the complaint. If you have a preferred method for communications (i.e. telephone, letter, etc.) please let us know.

**Q: How long can I expect to wait before I am contacted?**

A: We will contact you as soon as reasonably possible, and within at least five working days.

**Q: What is likely to happen to the alleged offender?**

A: It is too early to say. Only if any football Rules have been breached and there is sufficient evidence, will disciplinary action be taken, which may lead to some form of sanction. However, this cannot be certain at this stage. The first step is for us to assess the information available and decide on the most appropriate course of action.

**Q: Will I have to give evidence?**

A: If it is decided that disciplinary action will be taken against the alleged offender(s), that will usually mean that we charge them and their case is heard by a Disciplinary Commission. In order to do this, we have to have enough evidence to prove what happened. We may therefore ask you to provide a statement, which means that your version of events is written down and you sign the document as an accurate record of the incident you witnessed.

When you provide a statement, it enables us to use this evidence at a disciplinary hearing. It is an important part of the process, and we rely on people being willing to provide evidence to enable us to tackle the problems that are reported. You should note that providing a statement may mean that you will be asked to attend a hearing and give your evidence in person.

### Contact

If you wish to report a matter, or you have a query, please contact:

Garry Polkey, Cheshire FA Compliance and Regulation Manager  
Address: Hartford House, Hartford Moss Rec Centre, Northwich, Cheshire, CW8 4BG  
Email: [garry.polkey@cheshirefa.com](mailto:garry.polkey@cheshirefa.com), Telephone: 01606 871166  
Website: [www.cheshirefa.com](http://www.cheshirefa.com)

### GOALPOST SAFETY GUIDELINES

#### Updated June 2018

The Football Association, along with the Department for Culture, Media and Sport, the Health and Safety Executive and the British Standards Institution, would like to draw your attention to the following guidelines for the safe use of goalposts.

Several serious injuries and fatalities have occurred in recent years as a result of unsafe or incorrect use of goalposts. Safety is always of paramount importance and everyone in football must play their part to prevent similar incidents occurring in the future:

To minimise the risk of poorly designed, badly installed or inadequately maintained goals being used the BSI have a standard for football goals, nets, maintenance and management which has been agreed across Europe. Only goals and nets that are certified as complying with the relevant British Standard should be purchased or used for all forms of football.

Traditionally larger sized/weighted goals have been designed to withstand the types of misuse that can occur on unsupervised sites (people swinging on the cross bar, etc.); making the goals strong enough to withstand abuse does result in them being quite heavy and concerns have been expressed that there is the possibility of a greater risk of injury occurring through a heavy goal tipping or when a free-standing type, as often used on 3G pitches, is being moved around a field. Lighter goals have been developed for these pitches and a new standard established. BS EN 16579

When selecting goals and other sports equipment, consideration must be given to the precise uses of the pitch, so that changes in activity can take place with the minimum of effort and inconvenience. Goals can be freestanding, and therefore easily moved, although it is important to make proper provision for their storage when not in use (the run-offs of the pitch must not be used for this purpose) or they can be socketed when semi-permanent installation is required.

1. For safety reasons goalposts of any size (including those which are portable and not installed permanently at a pitch or practice field) must always be anchored securely to the ground or have a weighted back bar.

- Portable goalposts must be secured as per the manufacturer's instructions; this is also a requirement for the Laws of the Game.
- Under no circumstances should children or adults be allowed to climb on, swing or play with the structure of the goalposts;
- Particular attention is drawn to the fact that if not properly assembled and secured, portable goalposts may overturn; and
- Regular inspections of goalposts must be carried out to check that they are properly maintained.

2. Portable goalposts should not be left in place after use. They should either be dismantled or removed to a place of secure storage, or placed together and suitable fixings applied to prevent unauthorised use at any time.

3. Goalposts which are "homemade" or which have been altered from their original size or construction should not be used under any circumstances as they potentially pose a serious safety risk.

4. There is no BS/CEN standard for wooden goals and it is unlikely that wooden goals will pass a load or stability test. The FA recommends that wooden goals should be replaced with British Standard compliant metal, aluminium or plastic goalposts. All wooden goals previously tested by independent consultants have failed strength and stability tests.

The FA and BSI, recognise the previous industry, standards for goalposts - BSEN 748 (2013) BS8461:2005 +A1: 2009 and BS 8462: 2005 +A2: 2012 along with the new BS EN standard 16579. It is strongly recommended that you ensure that all goals purchased comply with the relevant standard. A Code of Practice BS 8461 is also available and copies of all of these standards are available from the BSI. Funding for the replacement of unsafe goals is available via the Football Foundation and eligibility criteria and further details can be obtained from their website.

**REMEMBER TO USE GOALPOSTS SAFELY AT ALL TIMES**

### GOALPOST AND PITCH SIZES

The FA receives many enquiries around pitch and goal sizes suitable for all age groups and therefore recommends the following should be applied where possible:-

| Age grouping        |         | Recommended size of Goal Posts |     | Maximum Recommendation without runoff |    | Recommended size including runoff (Safety area around pitch) |    |
|---------------------|---------|--------------------------------|-----|---------------------------------------|----|--------------------------------------------------------------|----|
|                     | Type    | (Height x width) ft            |     | (Length x width) yds                  |    | (Length x width) yds                                         |    |
| Mini-Soccer U7/U8   | 5 v 5   | 6                              | 12  | 40                                    | 30 | 46                                                           | 36 |
| Mini Soccer U9/U10  | 7 v 7   | 6                              | 12  | 60                                    | 40 | 66                                                           | 46 |
| Youth U11/U12       | 9 v 9   | 7                              | 16  | 80                                    | 50 | 86                                                           | 56 |
| Youth U13/U14       | 11 v 11 | 7*                             | 21* | 90                                    | 55 | 96                                                           | 61 |
| Youth U15/U16       | 11 v 11 | 8                              | 24  | 100                                   | 60 | 106                                                          | 66 |
| Youth U17/U18       | 11 v 11 | 8                              | 24  | 110                                   | 70 | 116                                                          | 76 |
| Over 18 Senior Ages | 11 v 11 | 8                              | 24  | 110                                   | 70 | 116                                                          | 76 |

**Note:** County FAs and Leagues may have defined rules for their own competitions and reference should always be made to their handbooks for additional guidance and compliance.

The FA recommends that run-offs for natural grass pitches should be a minimum of 3 yards (or 3 metres) all around the pitch. For those clubs playing in the football pyramid the minimum safety run off is 1.83 metres (6 feet) but ideally at least 2 metres. If a new ground is to be constructed at least 3m should be provided.

The run-off must be of natural grass and must not be of tarmac or concrete construction, with no barriers or obstructions evident within the run-off area. If Football Turf (3G) is to be used as a run-off, this should be constructed to meet the performance standards of full size pitches and be green in colour.

Where pitches neighbour others within a confined area, the minimum run-off between both pitches should ideally be 6 yards to allow for spectators watching either match.

The Laws of the Game may be modified in their application for matches for players of under 16 years of age, for women footballers, for veteran footballers (over 35 years) and for players with disabilities.

Any or all of the following modifications are permissible:-

- (a) the size of the field of play
- (b) the size, weight and material of the ball
- (c) the width between the goalposts and the height of the crossbar from the ground
- (d) the duration of the periods of play
- (e) substitutions

\* If a pitch is to be provided for U13/14 it is recommended that 7 x 21 goalposts are provided. However, it should be noted that 8 x 24 would also be acceptable as not all sites will be able to provide specifically for this age group

### LINE MARKING

#### Multi-line Marking on Single Pitches

FIFA rules stipulate (Law 1 The field of play) that where 3G Football Turf pitches are being used 11v11 adult pitch should be marked in white. Other lines are permitted provided that they are of a different colour and clearly distinguishable. The lines must be of the same width which must not be more than (12cm) 5 inches. The FA have produced guidance documents for natural and football turf pitches that include recommended colours and how pitch dimensions and layouts can be implemented. These documents are available on The FA website.

As a quick guide the following colours are recommended when marking pitches:

|        |                                  |
|--------|----------------------------------|
| Red    | Mini Soccer U7 & U8 (5v5)        |
| Yellow | Mini Soccer U9 & U10 (7v7)       |
| Blue   | U11 & U12 (9v9)                  |
| White  | other age groups & adult (11v11) |

### **GUIDANCE NOTES ON LINE MARKING OF FOOTBALL PITCHES**

Various practices have been used in the past for the application of white, or other coloured, lines to football pitches. The objectives of such practices has been to both reduce labour and materials costs whilst endeavouring to keep the lines visible for a greater length of time. Some of these practices have lead to injury and subsequent court action being taken against managers and clubs. You are therefore advised to study the following notes carefully.

#### **A. LEGISLATION**

The main governing factors for marking out white lines are the same as that for other routine tasks in the workplace.

##### **1. Duty of Care**

Under the Health & Safety at Work Act 1974 every employer has a duty of care to ensure the workplace is safe for their employees, contractors, visitors, players, and spectators.

##### **2. The Control of Substances Hazardous to Health Regulations 2002 (COSHH)**

Regulations to prevent ill health from exposure to any hazardous substances present in the workplace.

##### **3. Risk Assessment**

You are required to carry out assessments on all tasks carried out in the workplace in relation to the nature of hazard, worst outcome, person(s) at risk, current precautions, estimated risk and further precautions.

If a risk assessment is correctly carried out this will ensure an appropriate line marking material is applied, ensuring best practice and, above all, safety of the groundsperson and players.

It is the duty of all Managers to ensure that all the regulations are adhered to as they are ultimately responsible in the eyes of the law. If line marking is carried out by contractors then a specification should be drawn up to include all the safeguards outlined in these guidance notes. This might also extend to include specifying a particular product however, the contractor should also provide a written risk assessment on the day of the line marking activity.

#### **B. SUITABLE LINE MARKING COMPOUNDS**

##### **1. Permanent paints**

Based on pigmented viscous liquid. These “paints” can be applied either in a diluted form or neat.

##### **2. Powders**

There are various non-toxic whiting powders available which are based on ground natural calcium carbonate and can be used wet or dry. They are safe to use provided COSHH regulations are adhered to. Under COSHH the user would eliminate the risk as much as possible, although in practice this might require the user to wear gloves and eye protection and to wash off any contact with the skin as a precautionary measure. Most powders are supplied in a fine form.

**Only materials approved for use as a line marking material on a grass surfaces can be used on football pitches. An example of an illegal material is hydrated Lime (Calcium hydroxide). This should never be used for line marking. It is toxic and can give rise to chemical skin burns and irritations. It can cause serious damage to the eyes and skin on contact in both its dry or wet form. Its use is not approved or recommended under any circumstances.**

### C. USE OF HERBICIDES TO REINFORCE LINE MARKINGS

Until **The Food and Environment Protection Act, 1985 (FEPA)** was introduced many groundsmen and club members used various herbicides mixed in with whitening compounds to keep the lines in longer and more visible during the winter playing season.

It is, however, only permissible to use a herbicide which is approved for use on sports turf, and this is likely to be a total herbicide. COSHH and a suitable Risk Assessment must be carried out prior to any application. A further legal consideration is that the user must have successfully obtained his/her Certificate of Competence in the Safe Use of Pesticides (PA1, PA2A or PA6A).

Any herbicide product for line marking must be used within the conditions of approval granted under The Control of Pesticide Regulations, 1986 (COPR), and subsequent amendments, and as outlined on the product label. There should be no risk to players by contact or transfer of the active herbicide to any part of the body. A Risk Assessment must always be carried out prior to any use of these materials to a grass surface.

The addition of herbicides to whitening materials is not a recommended practice however, there may be approved products available which might be considered in some circumstances.

Play safe - use only safe and approved materials. Do not use old materials as they may no longer be approved for use.

### D. MACHINES AVAILABLE TO MARK LINES

Marking machines fall into the following categories.

#### 1. Dry Line Markers

As the name implies, these are for applying dry powder compounds.

#### 2. Pressure Pump Markers

A wheel driven pump forces marking fluid through a jet or spout directly onto the turf surface.

#### 3. Electric Pump Markers

These are battery driven to constantly maintain the required pressure and direct the liquid onto the turf surface.

#### 4. Belt Feed Markers

These have a moving belt system which conveys a continual supply of liquid onto the turf surface by contact

#### 5. Wheel Transfer Markers

These convey the liquid via rotating wheel onto a tray and then via a sponge wheel directly onto the turf surface.

All of the above markers are obtainable from most sports ground suppliers. Before purchasing any marker have a demonstration first, and ensure you get the right marker for your requirements.

### E. USEFUL CONTACTS & INFORMATION

The Control of Substances Hazardous to Health Regulations 2002

<http://www.legislation.gov.uk/uksi/2002/2677/contents/made>

Health and Safety at Work etc. Act 1974

<http://www.legislation.gov.uk/ukpga/1974/37/contents>

Food and Environment Protection Act 1985

<http://www.legislation.gov.uk/ukpga/1985/48>

The Control of Pesticides (Amendment) Regulations 1997

<http://www.legislation.gov.uk/ukxi/1997/188/contents/made>

Guidance for those affected by the Plant Protection Products (Sustainable Use) Regulations 2012:

[http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticides/codes-of-practice/Guidance\\_Sustainable\\_Use\\_PPP\\_Regs\\_2012.htm](http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticides/codes-of-practice/Guidance_Sustainable_Use_PPP_Regs_2012.htm)

Code of Practice for Using Plant Protection Products available from

<http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticides/codes-of-practice/code-of-practice-for-using-plant-protection-products>

Institute of Groundsmanship (Training Courses)

Tel: 01908 312511 [www.iog.org](http://www.iog.org)

Health & Safety Executive website

<http://www.hse.gov.uk/>

The Amenity Forum website

<http://www.amenityforum.co.uk>

Suppliers of products

<http://www.iog.org/directory-and-shop/industry-directory/companies>

### F. IMPORTANT NOTE

These notes are, intended solely to provide helpful guidance for club managers and groundsmen.

The information may vary or change from time to time, as a result of directives issued by governing bodies or government departments.

### LINE MARKING

#### Multi-line Marking on Single Pitches

FIFA rules stipulate (Law 1 The field of play) that where 3G Football Turf pitches are being used 11v11 adult pitch should be marked in white. Other lines are permitted provided that they are of a different colour and clearly distinguishable. The lines must be of the same width which must not be more than (12cm) 5 inches. The FA have produced guidance documents for natural and football turf pitches that include recommended colours and how pitch dimensions and layouts can be implemented. These documents are available on The FA website.

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| White  | other age groups & adult (11v11) |



### THIRD GENERATION (3G) FOOTBALL TURF PITCHES

There continues to be significant interest in the use of Third Generation Football Turf Pitches (3G) for clubs in the National League System and below.

Much of this interest, both from leagues and clubs within the non-League pyramid, seeks to understand The FA's position regarding the sanction of these pitches, particularly in FA Competitions.

The FA Board and Council have now approved the use of such pitches in all FA competitions.

- FA Cup
- FA Trophy
- FA Vase
- FA Youth Cup
- FA Women's Super League, FA Women's Premier League, FA Women's Cup and FA WSL Continental Cup
- FA Sunday Cup
- FA County Youth Cup

The use of such pitches is however dependent on compliance with conditions of use - a copy of these is available for download and should be read in association with these notes.

It has been agreed that matches for steps 3 - 6 of the National League System, Womens Super League and FA competitions may be played on 3G Football Turf Pitches that conform to the FIFA 1 star/Quality performance standard, or the equivalent International Artificial Turf Standard (IATS)/International match standard (IMS). (see specific notes in the league rules relating to steps 1 and 2 and the FA Cup competition rules relating to first round 'proper' fixtures involving professional clubs)

To qualify for use, the pitch must be certified annually as meeting the FIFA 1 Star/Quality or IATS/IMS Standard and listed on the FA's Register of 3G Football Turf pitches. The relevant certificate or report must be supplied to The FA and relevant competition for approval before play is allowed.

3G Football Turf pitches are also allowed to be used for matches for Step 7 and below (including youth competitions) subject to the pitch meeting the correct performance criteria (relaxed from the FIFA 1 star /Quality standard) and appearing on the FA 3G register. A pitch must be tested (by an accredited test institute) every three years and the certificate or report passed to the FA. The FA will give a decision on the suitability for use and add the pitch to the Register.

Clubs should make their own risk assessment of whether such an installation is plausible or not given their individual circumstances and depending on the volume of use. There is a risk that pitches may deteriorate over time and may not achieve the required standards at each period of retesting especially if the pitch has significant use and is not maintained appropriately.

It is suggested that clubs negotiate suitable longevity warranties from the pitch manufacturers to ensure that the pitch will last in line with the club's business plan and intended usage levels. A sinking fund should be established to ensure sufficient funds are available when the surface needs replacing.

Clubs are encouraged to understand the full maintenance required, which may be necessary to validate any warranty. The FA have found that most pitches that fail the performance test have insufficient maintenance. These pitches are not maintenance free and it is recommended that 1 hours maintenance is provided for every 10 hours use. This should increase for high activity use such as youth competitions or school use.

The FA together with representatives from the industry have prepared information regarding the design, installation, construction, maintenance and testing of Football Turf Pitches and The FA Facilities team can also offer advice to clubs considering installation. This information can be accessed within the facilities section of The FA's website [www.TheFA.com](http://www.TheFA.com).

### MISCELLANEOUS ADDRESSES

**The Football Association**

Wembley Stadium, PO Box 1966, London SW1P 9EQ,  
0844 980 8200 (T), 0844 980 0685 (Fax), Email: [info@thefa.com](mailto:info@thefa.com)

**The Football Foundation**

Whittington House, 19-30 Alfred Place, London, WC1E 7EA,  
0845 3454 555, 0845 345 7057 (Fax), Email: [enquiries@footballfoundation.org.uk](mailto:enquiries@footballfoundation.org.uk)

**The Football Association of Wales Ltd**

11 / 12 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ  
Tel: 029 2043 5830, Fax: 029 2049 6953, Email: [info@faw.co.uk](mailto:info@faw.co.uk)

**Lancashire Football Association**

Simon Gerrard, The County Ground, Thurston Road, Leyland PR5 1LF  
01772 624000, [www.lancashirefa.com](http://www.lancashirefa.com)

**Liverpool Football Association**

Daniel Green, Liverpool Soccer Centre, Walton Hall Park, Liverpool, L4 9XP  
0151 523 4488, [www.liverpoolfa.com](http://www.liverpoolfa.com)

**Manchester Football Association**

Colin Bridgford, Platt Lane Complex, The Dome Building, Yew Tree Lane, Fallowfield,  
Manchester, M14 7UU,  
01612 251966, [www.manchesterfa.com](http://www.manchesterfa.com)

**Shropshire Football Association**

Mick Murphy, The New Stadium, Oteley Road, Shrewsbury  
Shropshire, SY2 6ST,  
01458 832359, [www.shropshirefa.com](http://www.shropshirefa.com)

**Staffordshire Football Association**

Adam Evans, Dyson Court, Staffordshire Technology Park, Beaconside,  
Stafford ST18 0BD,  
01785 256994, [www.staffordshirefa.com](http://www.staffordshirefa.com)

For more County FA listings go to: <http://www.thefa.com/countyfa>





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TEL: 01606 871166 | Email: [Info@CheshireFA.com](mailto:Info@CheshireFA.com)

**The Cheshire Country Football Association**

Hartford Houese, Hartford Moss Recreation Centre

Winnington, Northwich, CW8 4BG