



Cornwall Football Association Handbook 2021/2022 Season





CornwallFAinsta



Table of Contents

Section	1 – Index	13
Cornwa	all FA Staff	14
Cornwa	all FA Board of Directors	15
Footbal	l Management Board	16
League	Representatives:	18
Dates fo	or County Competitions Season 2021-2022	20
Genera	l Guidance For Club Secretaries	23
County	Website and Social Media	24
Club De	evelopment	25
Englan	d Football Accredited	25
Coach H	Education Courses	26
Tickets	for the FA Cup, Community Shield and England Matches	26
Goalpos	st and Pitch Sizes	27
Goalpos	st Safety	28
Third G	Generation (3G) Football Turf Pitches	30
Guidan	ce Notes On Line Marking Of Football Pitches	32
Line Ma	arking	
Kit and	Advertising Regulations	37
Section	2 Index	60
County	Standing Orders	65
Cou	unty Members and Representatives	65
2.	Structure and Organisation	65
3.	County Committee Meetings.	66
4.	Representatives Meeting Proceedings	66
5.	Notices of Motion and Resolutions	68
6.	Working Groups	69
Cornwa	all County FA Rules	71
Introdu	letion	71
1.	Membership	71
2.	League Sanctioning Fees, Club Subscriptions and Insurance	71
3.	Ranking Of Leagues	73
4.	League and Club Administration	



	5.	Grounds	75
	6.	Players – General and County Teams	77
	7.	Referees	78
	8.	County and Other Competitions	80
	9.	Misconduct, Discipline and Appeals	80
	10.	Rule Changes	82
Rul	es of	the Senior Cup Competition Sponsored by RGB	84
Gov	erna	nce Rules	84
	1.	Name and Constitution	84
	2.	Entry Fee	84
	3.	Powers of Management	84
	4.	Protests, Claims, Complaints and Appeals	87
	5.	Trophy – Agreement to be Signed	89
	6.	Alteration to Rules	90
Mat	ch R	elated Rules	90
	7.	Ground Regulations	90
	8.	Qualification of Players	91
	9.	Club Colours	93
	10. Post	Commencement of Competition, Conditions of Play, Times of Kick–O ponements	-
	11.	Reporting Results	97
	12.	Determining Competition Winners	97
	13. I	Match Officials	98
	Sche	edule A – Fees and Fines1	.00
Rul	es of	the Intermediate Cup Competition1	.03
Gov	erna	nce Rules1	.03
	1.	Name and Constitution1	.03
	2.	Entry Fee 1	.03
	3.	Powers of Management 1	.04
	4.	Protests, Claims, Complaints and Appeals 1	.06
	5.	Trophy – Agreement to be Signed 1	.08
	6.	Alteration to Rules 1	.09
Mat	ch R	elated Rules1	.09



	7.	Ground Regulations	9
	8.	Qualification of Players	0
	9.	Club Colours	2
	10.	Commencement of Competition, Conditions of Play, Times of Kick-Off	
	Postp	ponements	3
	11.	Reporting Results	6
	12.	Determining Competition Winners	6
	13. M	Iatch Officials11	7
Sch	edule	A-Fees and Fines11	9
Rul	es of t	he Bond Timber Junior Cup Competition12	1
Gov	ernan	ce Rules12	1
	1.	Name and Constitution	1
	2.	Entry Fee	1
	3.	Powers of Management	2
	4.	Protests, Claims, Complaints and Appeals 12	4
	5.	Trophy – Agreement to be Signed 124	6
	6.	Alteration to Rules	7
Mat	ch Re	lated Rules12	7
	7.	Ground Regulations	7
	8.	Qualification of Players	8
	9.	Club Colours	0
	10. Postp	Commencement of Competition, Conditions of Play, Times of Kick–Off ponements	
	11.	Reporting Results	3
	12.	Determining Competition Winners	4
	13. M	Iatch Officials	5
	Schee	dule A – Fees and Fines13	7
Rul	es of t	he Womens Cup Competition Sponsored by MH Goals LTD13	9
Gov	ernan	ce Rules14	0
	1.	Name and Constitution	0
	2.	Entry Fee	0
	3.	Powers of Management	0
	4.	Protests, Claims, Complaints and Appeals	3



	5.	Trophy – Agreement to be Signed145
	6.	Alteration to Rules
Mat	ch Re	elated Rules146
	7.	Ground Regulations
	8.	Qualification of Players147
	9.	Club Colours
	10. Postp	Commencement of Competition, Conditions of Play, Times of Kick–Off, ponements
	11.	Reporting Results
	12.	Determining Competition Winners
	13. N	Iatch Officials154
	Sche	dule A – Fees and Fines
Rul	es of t	the Sunday Cup Competition Sponsored by BlueFin Sport158
Gov	ernar	nce Rules
	1.	Name and Constitution
	2.	Entry Fee
	3.	Powers of Management
	4.	Protests, Claims, Complaints and Appeals161
	5.	Trophy – Agreement to be Signed 163
	6.	Alteration to Rules
Mat	ch Re	elated Rules
	7.	Ground Regulations
	8.	Qualification of Players
	9.	Club Colours
	10. Postp	Commencement of Competition, Conditions of Play, Times of Kick–Off, ponements
	11.	Reporting Results
	12.	Determining Competition Winners
	13. N	Iatch Officials 173
	Sche	dule A – Fees and Fines175
Rul	es of (County Youth Competitions177
Gov	ernar	nce Rules
	1.	Name and Constitution



	2.	Entry Fee	79
	3.	Powers of Management	79
	4.	Protests, Claims, Complaints and Appeals	31
	5.	Trophy – Agreement to be Signed 18	33
	6.	Alteration to Rules	34
Mat	ch Re	lated Rules	34
	7.	Ground Regulations	34
	8.	Qualification of Players	35
	9.	Club Colours	37
	10. Postp	Commencement of Competition, Conditions of Play, Times of Kick–Of ponements	
	11.	Reporting Results	91
	12.	Determining Competition Winners	91
	13. M	Iatch Officials	92
	Schee	dule A – Fees and Fines	95
Sect	tion 3	Index	97
Gui	dance	For Club Welfare Officers	99
	1. Wł	nole Game System	99
	2. Clu	ubs with Multiple Youth Teams:	99
	3. Wł	nistle Blowing Procedure)1
	4. Ap	pointing a Welfare Officer)2
	Welfa	are Officers' Roles and Responsibilities)3
	Welfa	are Code of Conduct)4
	Guida	ance for Adult Clubs with U18 Players)5
The	Asso	ciation's Safeguarding Children Policy)9
The	Asso	ciation's Safeguarding Children Regulations21	11
1. G	enera	ıl	12
2. T	he As	sociation's Safeguarding Process21	13
3. Ir	nterin	n Orders21	15
		rmination Following Any Order Made Pursuant to Statute Barring or ricting Involvement With Children	18
	Orde	r Following Conviction or Caution21	18
	Orde	r Following Risk Assessment	19



	Exceptional Material	221
	Other Orders Available Following Risk Assessment	223
	Discretion to Refer to the Safeguarding Panel	223
	Right of Appeal	224
	Written Material	224
The	Football Association's Safeguarding Adults at Risk Policy	225
	Definitions	225
	Policy	225
The	Association's Safeguarding Adults at Risk Regulations	227
	1. General	228
	2. Adults at Risk Defintion	229
	4. Interim Orders	231
	Determination Following Any Order Made Pursuant to Statute Barring or	
	Restricting Involvement With Adults at Risk	
	Order Following Risk Assessment	
	Exceptional Material	237
	Other Orders Available Following Risk Assessment	239
	Supervision Orders	239
	Discretion to Refer to the Safeguarding Review Panel	239
	Right of Appeal	240
	Written Material	240
Resp	pect	241
	Respect – Adult Players (Code of Conduct)	242
	Respect – Coaches, Team Managers and Club Officials (Code of Conduct) 2	243
	Respect – Young Players (Code of Conduct)	244
	Respect – Spectators and Parents/Carers (Code of Conduct)	245
	Respect – Match Officials (Code of Conduct)	246
The	Football Association Equality Policy	249
Sect	ion 4 Index	251
On-l	Field Regulations	255
	Scope	255
Sect	ion One: Provisions Applicable to Categories 1, 2 and 3	256
	Charges	



	Match Officials' Reporting of Offences to the Association	257
	Notification of Cautionable and Sending-Off Offences	257
	Mistaken Identity (Cautionable and Sending-off Offences)	258
	Wrongful Dismissal (Sending off Offences)	258
	Clearly Excessive or Clearly Insufficient Claims (Sending-Off Offences)	259
Sta	ndard Punishments	261
	Accumulation of Cautions	261
	Sending-Off Offences	262
	Commencement of Suspension	263
	Scope of Suspension	264
	Collection of Fines	265
	Outstanding Suspensions	266
	Transfer of Outstanding Suspensions	266
	Players Moving Between Clubs	266
	Disciplinary Action Against Clubs-Multiple Offences in a Single Match	268
	Disciplinary Action Against Clubs – Accumulation of penalty points by a club's players	268
	Calculating Penalty Points Totals	269
	Accumulation of Penalty Points and Sanctions	271
Sec	tion Two: Provisions Applicable to Category 4	274
	Charges	274
	Match Officials' Reporting of Offences to the Association	274
	Standard Punishments	274
Sec	tion 3: Provisions Applicable to Category 5	276
	Charges	278
	Match Officials' Reporting of Offences to Affiliated Associations	279
	Notification of Cautionable and Sending-Off Offences	279
	Mistaken Identity (Cautionable or Sending-Off Offences)	280
	Wrongful Dismissal (Sending-Off Offences)	282
	Fee for Claims of Mistaken Identity or Wrongful Dismissal	285
	Clearly Insufficient Claims (Sending-Off Offences)	285
	Disciplinary Commission	287
	Standard Punishments	289



Sending-Off Offences
Additional Sending-Off Offences
Commencement of Suspension
Period of Suspension
Respect Sanction System
Disciplinary Action Against Clubs – Multiple Offences in a Single Match 296
Disciplinary Action Against Clubs – Accumulation of Penalty Points by a Club's Players
Disciplinary Action Against Clubs – Miscellaneous
Abandoned Matches
Offences Against Match Officials
Assaults on Participants by Other Participants
Failure to Comply
Suspension Pending Misconduct Hearing
Disciplinary Proceedings Before Disciplinary Commissions
Disciplinary Commission Decisions and Costs
Appeals From Disciplinary Commission Decisions
Further Disciplinary Action
Section Four: Provisions Applicable to Technical Area Occupants
Charges
Match Officials' Reporting of Stage 1 Warnings to the Association
Standard Punishments
Accumulation of cautions
Commencement of Suspension
Outstanding Suspensions
Technical Area Occupants Moving Between Clubs
Automatic Suspensions and Sanctions
Football Debt Recovery Regulations
Commencing a Claim
Payment of a Claim
Appeals
Miscellaneous
Discipline: General Provisions



	Scope	324
	General	324
	Evidence	325
	Representation	326
	Consolidation of Proceedings	326
	Confidentiality/Publication	327
	Service of Documents	328
	Fees	328
	Other Proceedings	329
	Exclusion of Liability	329
Sec	tion Two: Regulatory Commissions	330
	Scope	330
	The Collection of Evidence	330
	Charge	331
	Time Limits and Directions	332
	Regulatory Commission Deliberations	333
	Penalties	333
	Suspended Penalty	335
	Aggravated Breaches (Rule E3(2))	336
	Drug Rehabilitation and Counselling	337
	Compensation Orders	338
	Costs Orders	338
	Compliance with Penalties and Orders	339
	Payment of Fees, Fines and Compensation Orders	340
	Written Decision	340
	Written Reasons	341
	Appeals	341
	Regulation Changes – Note to Participants	341
Арр	pendix II: Affiliated Associations – Hearings Before Disciplinary Commissi	ons
••••		
	Disciplinary Commission Members and Secretaries	342
	Attendance of Children at Personal Hearings	343
	Young people as witnesses	344



	Discipl	inary Commission Procedures	
	Person	al Hearings	
	C: App	eals – Non-Fast Track	
	Ground	ls of Appeal	
	Appeal	Process	
	New E	vidence	351
	Appeal	Board Proceedings	352
	Appeal	Board Decisions	
	Other (Costs	355
	Writter	n Decision and Written Reasons	356
	Appeal	s From Decisions of Leagues: Bond Applications	356
The	Footba	ll Association Discipline Process for Small-Sided Football	359
	Introdu	action	359
	1. Disc	ipline Ownership & Control	360
	2. Affil	iation & Provision of Team Information	360
	2.1.	Disciplinary Agreement:	361
	2.2.	FA Small Sided Football Accreditation	361
	3. Issui	ing of Cautions and 'Timed Suspensions'	362
	3.1.	Recording of Blue Cards	362
	4. Disc	iplinary Procedures for Red Card Offences	362
	5. Rem	it of Disciplinary Action	
	6. Impl	lementation of Disciplinary Procedures	
App	endix A	\	
	Small-S	Sided Football Disciplinary Report	366
App	endix E	3	
		Sided Football Provider Disciplinary Agreement	
Sec	tion 5 Ir	ndex	
Reg	ulations	s for the Registration and Control of Referees	
	1. Regi	stration	
	2. Refe	ree Recruitment, Training and Examination	
	3. Clas	sification	377
	4. Pron	notion	382
	Womer	٦	



Futsal	388
5. Competitions	390
6. Training	393
7. Conduct of Referees	394
8. Appeals Against Decisions of a Referees Committee or Commission	
Thereof	399
9. Appointments	403
10. Conflicts of Interest	406
11. Referees' Uniform	$\dots 407$
12. Returns	408
13. Codes of Conduct	409
14. Reporting Misconduct	409
Guide to Marking	409
How to Decide on the Referees Mark	411



Section 1 – Index

Cornwall FA Board of Directors15Football Management Board16League Representatives:18Dates for County Competitions Season 2021-202220General Guidance For Club Secretaries23County Website and Social Media24Club Development25England Football Accredited25Coach Education Courses26Tickets for the FA Cup, Community Shield and England Matches26Goalpost and Pitch Sizes27Goalpost Safety28Third Generation (3G) Football Turf Pitches30Guidance Notes On Line Marking Of Football Pitches32Line Marking36Kit and Advertising Regulations37	Cornwall FA Staff	14
League Representatives: 18 Dates for County Competitions Season 2021-2022 20 General Guidance For Club Secretaries 23 County Website and Social Media 24 Club Development 25 England Football Accredited 25 Coach Education Courses 26 Tickets for the FA Cup, Community Shield and England Matches 26 Goalpost and Pitch Sizes 27 Goalpost Safety 28 Third Generation (3G) Football Turf Pitches 30 Guidance Notes On Line Marking Of Football Pitches 32 Line Marking 36	Cornwall FA Board of Directors	15
Dates for County Competitions Season 2021-2022. 20 General Guidance For Club Secretaries 23 County Website and Social Media 24 Club Development 25 England Football Accredited 25 Coach Education Courses 26 Tickets for the FA Cup, Community Shield and England Matches 26 Goalpost and Pitch Sizes 27 Goalpost Safety 28 Third Generation (3G) Football Turf Pitches 30 Guidance Notes On Line Marking Of Football Pitches 32 Line Marking 36	Football Management Board	16
General Guidance For Club Secretaries23County Website and Social Media24Club Development25England Football Accredited25Coach Education Courses26Tickets for the FA Cup, Community Shield and England Matches26Goalpost and Pitch Sizes27Goalpost Safety28Third Generation (3G) Football Turf Pitches30Guidance Notes On Line Marking Of Football Pitches32Line Marking36	League Representatives:	18
County Website and Social Media24Club Development25England Football Accredited25Coach Education Courses26Tickets for the FA Cup, Community Shield and England Matches26Goalpost and Pitch Sizes27Goalpost Safety28Third Generation (3G) Football Turf Pitches30Guidance Notes On Line Marking Of Football Pitches32Line Marking36	Dates for County Competitions Season 2021-2022	20
Club Development25England Football Accredited25Coach Education Courses26Tickets for the FA Cup, Community Shield and England Matches26Goalpost and Pitch Sizes27Goalpost Safety28Third Generation (3G) Football Turf Pitches30Guidance Notes On Line Marking Of Football Pitches32Line Marking36	General Guidance For Club Secretaries	23
England Football Accredited25Coach Education Courses26Tickets for the FA Cup, Community Shield and England Matches26Goalpost and Pitch Sizes27Goalpost Safety28Third Generation (3G) Football Turf Pitches30Guidance Notes On Line Marking Of Football Pitches32Line Marking36	County Website and Social Media	24
Coach Education Courses26Tickets for the FA Cup, Community Shield and England Matches26Goalpost and Pitch Sizes27Goalpost Safety28Third Generation (3G) Football Turf Pitches30Guidance Notes On Line Marking Of Football Pitches32Line Marking36	<u>Club Development</u>	25
Tickets for the FA Cup, Community Shield and England Matches 26 Goalpost and Pitch Sizes 27 Goalpost Safety 28 Third Generation (3G) Football Turf Pitches 30 Guidance Notes On Line Marking Of Football Pitches 32 Line Marking 36	England Football Accredited	25
Goalpost and Pitch Sizes 27 Goalpost Safety 28 Third Generation (3G) Football Turf Pitches 30 Guidance Notes On Line Marking Of Football Pitches 32 Line Marking 36	Coach Education Courses	26
Goalpost Safety 28 Third Generation (3G) Football Turf Pitches 30 Guidance Notes On Line Marking Of Football Pitches 32 Line Marking 36	Tickets for the FA Cup, Community Shield and England Matches	26
Third Generation (3G) Football Turf Pitches 30 Guidance Notes On Line Marking Of Football Pitches 32 Line Marking 36	Goalpost and Pitch Sizes	27
<u>Guidance Notes On Line Marking Of Football Pitches</u>	Goalpost Safety	28
Line Marking	Third Generation (3G) Football Turf Pitches	30
-	<u>Guidance Notes On Line Marking Of Football Pitches</u>	32
Kit and Advertising Regulations	Line Marking	36
<u>Int and Advertising Regulations</u>	Kit and Advertising Regulations	37





Dawn Aberdeen Chief Executive Officer Dawn.aberdeen@cornwallfa.com 01208 269 010 or 07515 534 545



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Referee Development Officer Lee Swabey <u>lee.swabey@cornwallfa.com</u> 01208 262981/ 07846270967

Cornwall FA Staff



Governance Manager Richard Pallot <u>richard.pallot@cornwallfa.com</u> 01208 262983



Designated Safeguarding and Governance Officer Claire Summers-Evans <u>claire.summers-</u> <u>evans@cornwallfa.com</u> 01208 262989 or 07533 953351



Referee Appointments Officer Mark 'Charlie' Philpott <u>referees@cornwallfa.com</u>



Football Development Manager Daniel Greenough daniel.greenough@cornwallfa.com 01208 262984/ 07815749780



Football Development Officer Joshua Stockdale Joshua.stockdale@cornwallfa.com 01208 262987



Referee Appointments Officer Luke Wilkes <u>referees@cornwallfa.com</u>

For all our latest news, updates and information, please visit our website: <u>www.cornwallfa.com</u> or contact the office on 01208 269 010.



Cornwall FA Board of Directors

Board of Directors:Geoff Lee, John Fabby, Peter Stevenson, DawnAberdeen, Steve Carpenter, Nick Oswald, Steve Lawrence, Rachel Williams

Chairman and FA Representative:Geoff Leegeoff.lee@cornwallfa.com, 07553 374245

Vice-Chairman: John Fabby

Johnfabby@icloud.com, 07747 115121

Finance Director: Peter Stevenson

peter.stevenson@hodgsons.uk.com, 07476 996654

Chief Executive Officer: Dawn Aberdeen

Dawn.Aberdeen@Cornwallfa.com, 01208 269010

Independent Non-Executive Directors: John Fabby, Peter Stevenson, Nick Oswald, Rachel Williams.

Directors appointed by FMB: Geoff Lee, Steve Carpenter, Steve Lawrence

Accountants: Harland Accountants



Football Management Board

President: Nigel Hannaford

N60han@btinternet.com, 01326 573222

Chairman: Geoff Lee

geoff.lee@cornwallfa.com, 07553 374245

Vice-Chairman: Steve Carpenter

stephenpcarpenter@hotmail.com , 01209 860809

Vice-Presidents: Gerald Sobey, Oliver Rowe, Chris Batters

Life Members: Nigel Hannaford, Ian Anear



East Area Individual Representatives:

David Bray, <u>davebrayer06@gmail.com</u>, 01726 64399 Barry Cudmore, <u>b.cudmore492@btinternet.com</u>, 01208 813826 (2014) Geoff Lee, <u>geoff.lee@cornwallfa.com</u>, 07553 374245 (2002) Terry Richards, <u>dumpyr@hotmail.com</u>, 01726 823752 (1996)

West Area Individual Representatives:

David James, <u>wdjamesfootie@aol.com</u>, 01209 719462 (2011) Stephen Lawrence <u>s_lawrence@hotmail.co.uk</u>, 01326 376291 (2016) Steve Carpenter <u>stephenpcarpenter@hotmail.com</u>, 01209 860809 Vacancy

East & West Area Individual Representatives:

Brian Baker, bbaker20@btinternet.com 01579 382077 (2016)





League Representatives:

SW Peninsula: Tracy Banfield, <u>t190865@aol.com</u>, 07772 211311

St Piran: Mark Adkins, <u>markadkins@btconnect.com</u>, 07836 606895

East Cornwall Premier: Gary Cornish, <u>garycornish@live.com</u>, 07736 332665 (2014)

Cornwall Combination: Lester Thomas, <u>lesterthomas1710@hotmail.com</u> 01209 219239 (2012)

Trelawny: Gerald Munden, <u>g_munden@sky.com</u>, 07437356244 (2016)

Duchy: Ian Trevenna, <u>ian_football@btinternet.com</u>, 07968 787284 (2015)

South West Women's Football League: TBC

Cornwall Women's League: TBC

Cornwall Girls League: Lee Morford, <u>lee.morford@btconnect.com</u>, 07855 960365

Sunday/Veterans Football Leagues: TBC

East Cornwall Youth: John Galvin, john_galvin@outlook.com 07976 588263 (2013)

Kernow Youth: Kevin Knowles, <u>kev_knowles@hotmail.co.uk</u> 01326 379869 (2012)

Cornwall FA Referee Representative: Simon Long, simonjlong@btinternet.com

Schools Representative: Ray Brown, <u>ray.brownatrace@outlook.com</u>, 07754944866

Disability Representative: Hailey Collins, <u>haileycollins@hotmail.com</u> / 07443615666

Youth Council Representative: TBC

Equality Representative: Rachel Williams, <u>rachel.williams@cornwallfa.com</u>



	and Competition 0-2021	Disciplinary 2020-2021				
	id Bray	Steve Carpenter				
Bria	n Baker	Phil Bunt				
Steve (Carpenter					
Barry	Cudmore					
Davie	d James					
Steve	Lawrence					
Gerald	l Munden					
Ian T	revenna					
Gary	Cornish					
	orking Group	Future Planning				
	0-2021 d James	2020-2021 TBC				
Steve Lawrence						
Mark	Adkins					
Kevin	Knowles					
Gerald Munden						
Gary Cornish						
Sime	on Long					
Male Football Working Group	SWPL, St Piran, ECPL, Combination, Duchy, Trelawny, Richard Pallot (CCFA Staff)					
Female Football Working Group	SWWFL, Cornwall Women, Cornwall Girls, Vicky Fisher (CCFA Staff)					
Youth Working Group	Kernow Youth, East Cornwall Youth, Cornwall Girls, Cornwall Schools, Joshua Stockdale/Vicky Fisher/ Richard Pallot (CCFA Staff)					
Sunday & Recreational Working Group	Cornwall Sunday, Veterans, Flexi, Walking, Joshua Stockdale/Richard Pallot (CCFA Staff)					
Disability Working Group	Disability Adult and Youth, Vicky Fisher (CCFA Staff)					



Dates for County Competitions Season 2021-2022

September 2021

Saturday 12th Cornwall Senior Cup Round 1 Sunday 13th Boys U13 County Cup Preliminary Round (If required) Saturday 19th Cornwall Junior Cup Round 1 (East and West split) Sunday 20th Boys U14 County Cup Preliminary Round (If required) Saturday 25th Intermediate Cup Round 1 Sunday 27th Boys U15 County Cup Round 1

October 2021

Saturday 3rd Cornwall Senior Cup Round 2 Sunday 4th Rathbone Trophy (U18) Round 1 Saturday 9th Intermediate Cup Round 2 Sunday 11th Boys U13 County Cup Round 1 Sunday 11th A.H Luke Trophy (U16) Round 1 Saturday 24th Cornwall Junior Cup Round 2 (East and West) Sunday 25th Cornwall Sunday Cup Round 1 Sunday 25th Cornwall Women's Cup Round 1

November 2021

Sunday 1st Boys U13 County Cup Round 2 Sunday 1st Rathbone Trophy (U18) Round 2 Saturday 7th Cornwall Senior Cup Round 3 (all in) Sunday 8th Boys U14's County Cup Round 1 Sunday 8th A.H Luke Trophy (U16) Round 2 Saturday 13th Intermediate Cup Round 3 Sunday 15th Girls U11, U13, U15 County Cup Round 1 Sunday 15th Cornwall Women's Cup Round 2 Saturday 21st Cornwall Junior Cup Round 3 (Combined) Sunday 22nd Boys U15 County Cup Round 2



December 2021

Sunday 6th December Cornwall Sunday Cup Round 2 Saturday 11th Intermediate Cup Round 4 Sunday 13th Rathbone Trophy (U18) Round 3 Sunday 13th Boys U14 County Cup Round 2

January 2022

Saturday 2nd Cornwall Senior Cup Round 4 Saturday 9th Cornwall Junior Cup Round 4 Sunday 10th A.H Luke Trophy' (U16) Round 3 Sunday 17th Boys U13 County Cup Round 3 Sunday 24th Cornwall Sunday Cup Round 3

February 2022

Saturday 6th Cornwall Senior Cup Quarter Finals Sunday 7th Girls U11, U13, U15 County Cup Quarter-Finals Sunday 7th Cornwall Women's Cup Quarter Finals Saturday 13th Cornwall Junior Cup Round 5 Sunday 21st Cornwall Sunday Cup Semi-Final Sunday 28th Boys U13, U14, U15 County Cup Quarter Finals

March 2022

Tuesday 2nd Cornwall Senior Cup Semi-Final Wednesday 3rd Cornwall Senior Cup Semi-Final Sunday 7th A.H Luke Trophy (U16) Semi-Finals Sunday 7th Boys U13, U14, U15 Semi-Finals Sunday 14th Cornwall Women's Cup Semi-Finals Sunday 14th Rathbone Trophy (U18) Semi-Finals Tuesday 16th Reserve date for Cornwall Senior Cup Semi-Finals Wednesday 17th Reserve date for Cornwall Senior Cup Semi-Final Tuesday 23rd Cornwall Junior Cup Semi-Finals



Wednesday 24th Cornwall Junior Cup Semi-Finals Sunday 28th Girls U11, U13, U15 County Cup Semi-Finals

April 2022

Easter Monday 5th April Cornwall Senior Cup Final Tuesday 6th Reserve date for Cornwall Junior Cup Semi-Finals Wednesday 7th Reserve date for Cornwall Junior Cup Semi-Final Sunday 18th Cornwall Sunday Cup Final Friday 23rd Cornwall Women's Cup Final Sunday 25th Girls U11, U13, U15 County Cup Final Tuesday 26th April Intermediate Cup Semi Final Wednesday 27th April Intermediate Cup Semi Final

May 2022

Sunday 2nd Cornwall Junior Cup Final Sunday 9th U16's Luke Cup and Rathbone Cup Sunday 30st Boys U13, U14, U15 County Cup Finals Saturday 21st May Intermediate Cup Final





General Guidance For Club Secretaries

There are comprehensive guides for club officials on the <u>Cornwall FA website</u> but here are a few general points to remember:

1. Please ensure that as a Club Secretary you notify Cornwall FA and your league of any changes to your contact details, as you will be the main point of contact for the club. It is worth checking the Whole Game System to make sure your details are correct. If for any reason you no longer will be the Club Secretary, please notify Cornwall FA and your league in writing (email is acceptable) of the changes.

2. Club Secretaries are required to use the Whole Game System to manage all their club discipline online. You can accept cautions, make payments, add suspension matches, amend club officials, register players and affiliate your club all via the Whole Game.

3. Please make sure you are familiar with the current season's rules within this handbook. For the County Cup competitions all club secretaries will receive an email at the start of each season with the rules and guidance on how to submit the results via SMS (text) and with regard to submitting Match Report Forms. Please pay special attention to player eligibility and submitting your results by SMS (text) to avoid receiving any unnecessary fine.

4. Referee appointments will be sent out by email to club secretaries via the Full Time System. Monthly referee appointments will also be sent direct via the Referee Appointments Officer.

5. Each Thursday afternoon on our <u>website</u> and via our Twitter and Facebook pages the suspension list is updated, this will indicate those players who are suspended. Please ensure that your players do not play whilst suspended and if you are unsure please contact the office. It is the Secretaries responsibility to inform Cornwall FA or update the Whole Game System the matches a player will miss.



We are happy to help you with any query you may have so please contact the office if you have any questions about your role, rules, general administration etc. 01208 269010

County Website and Social Media

Our website holds everything you need to know about football in Cornwall. It is a great resource and starting point for all people involved in the game – club and league officials, coaches, volunteers, players, supporters and referees. There are a wide range of courses available for which you can book a place online or by phoning 01208 262985.

Cornwall FA Website: <u>www.cornwallfa.com</u>

We also have several social media accounts in which we distribute key news and information to the Cornish football family. Please see our social media accounts below and follow for the most update to date news.

Facebook	www.facebook.com/CornwallFA				
Twitter	<u>twitter.com/cornwallfa</u>				
Instagram	www.instagram.com/cornwallfainsta/				
Linkedin	www.linkedin.com/company/cornwallfa				



Club Development

The Cornwall FA Development team are here to support clubs in facility development, recruitment of new players and offer guidance and advice on club organisation.

We will work with clubs to create development plans to support a future for the club, this will also link into creating a club vision for further seasons. Clubs who wish to gain funding for their club should speak to us before contacting grant funding bodies such as the Football Foundation so we can advise on an appropriate way forward.

On our website you can find out more information on potential funding opportunities by clicking <u>here</u>.

England Football Accredited

England Football Accredited is the new framework for League and Club accreditation and replaces The FA Charter Standard.

Accredited Leagues and Clubs exist for the players and create opportunities for everyone to experience and enjoy the game we all love.

Clubs currently can affiliate teams as young as U7s through to open age and Veterans in FA sanctioned competitions. The accredited player pathways are a minimum of what we will recognise as a 'player pathway' to create more opportunities and give more people the chance to play the game by 2023/24.

Wherever you sit across the one, two or three stars of accreditation does not take away from the quality of experience you provide your players, spectators and volunteers, but it recognises and champions you for the opportunity you give for everyone to participate across the male, female and disability game.

All existing FA Charter Standard leagues and clubs will automatically become England Football Accredited. If you are a non-accredited club, you can apply for England Football Accreditation in November 2021.



To find out more information please click the following link: <u>https://www.englandfootball.com/run/leagues-and-clubs/england-football-accreditation</u> or contact the office 01208 269010.

Coach Education Courses

The FA centrally are now responsible for administrating and managing coach education courses. With Cornwall FA taking on responsibility for supporting the workforce via a range of events throughout the year.

As a result of this restructure, several coach education courses have now transitioned online, with the Introduction to Coaching Football (previously FA Level 1), Safeguarding Children Course and Introduction to First Aid in Football all now available via the <u>FA Bootroom</u>.

For new volunteer coaches there is also a free online course designed to support new volunteer coaches called the <u>BT Playmaker, by England Football</u> which can be completed at a time that suits you.

We also have all the latest course information hosted on our <u>website</u> including a Coach, Referee and Volunteer Guidance document which highlights all the required qualifications for different roles within football.

Tickets for the FA Cup, Community Shield and England Matches

Applications by leagues and clubs for FA Cup Final tickets must be sent to the Chief Executive by **31st December** in the current season. We receive a very small allocation of Community Shield tickets, to be entered into the ticket ballot please email <u>claire.summers-evans@cornwallfa.com</u> by 1st June. Separate applications must be made in respect of England international matches. No money must be sent with the application and no allotment of tickets is guaranteed. Successful applicants must not allow tickets to be supplied to any person for resale or used as prizes in lotteries and competitions.



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	Туре	Recommended size of Goal Posts		Max recommendation without run off		Recommended size including runoff		Ball Size
		(Height x width) ft		(Length x width)		(Length x width)		
Mini-Soccer U7/U8	5 v 5	6	12	40	30	46	36	3
Mini Soccer U9/U10	7 v 7	6	12	60	40	66	46	3
Youth U11/U12	9 v 9	7	16	80	50	86	56	4
Youth U13/U14	11 v 11	7*	21*	90	55	96	61	4
Youth U15/U16	11 v 11	8	24	100	60	106	66	5
Youth U17/U18	11 v 11	8	24	110	70	116	76	5
Over 18 Senior Ages	11 v 11	8	24	110	70	116	76	5

Note: County FAs and Leagues may have defined rules for their own competitions and reference should always be made to their handbooks for additional guidance and compliance.

The FA recommends that run-off's for natural grass pitches should be a minimum of 3 yards (or 3 metres) all around the pitch. For those clubs playing in the football pyramid the minimum safety run off is 1.83 metres (6 feet) but ideally at least 2 metres. 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.

Goalpost Safety

Updated September 2020

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 sadly even 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:

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. Under no circumstances should children or adults be allowed to climb on, swing or play with the structure of the goalposts.



The use of metal cup hooks on any part of a goal frame was banned from the commencement of season 2007-08 and match officials have been instructed not to commence matches where such net fixings are evident for safety reasons. Nets may be secured by plastic fixings, arrow head shaped plastic hooks or tape and not by metal cup hooks. Any metal cup hooks should be removed and replaced. New goalposts should not be purchased if they include metal cup hooks.

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.

There is no BS/CEN standard for wooden goals. 3 There is no BS/CEN standard for wooden goals and it is unlikely that wooden goals will pass a load or stability test. All wooden goals previously tested by independent consultants have failed strength and stability tests. The FA recommends that wooden goals should be replaced with compliant metal, aluminium or UPVC goalposts (this was updated in March 2012).

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For reference, you should note that The FA and BSI, in conjunction with the industry, have developed standards for goalposts – BSEN 748:2013+A1:2018 and BS EN 16579:2018. It is strongly recommended that you ensure that all goals purchased comply with the relevant standard. A Code of Practice BS 8461 has also been completed and copies of all of these standards are available from the BSI via their website at www.bsigroup.com

Funding for goalposts and the replacement of unsafe goals is available via the Football Foundation and eligibility criteria and further details can be obtained from their website at <u>www.footballfoundation.org.uk</u>

The FA together with representatives from the industry, sports governing bodies and Government have prepared guidance notes for pitch users and pitch providers, which summarise the key priorities of the BSI's Code of Practice and provide further details on the information included above. These details are featured within the facilities section of The FA's website at www.TheFA.com/myfootball

Remember to use goalposts safely at all times

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 <u>www.TheFA.com</u>.

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 led 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 grounds person 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 <u>http://www.legislation.gov.uk/uksi/2002/2677/contents/made</u>

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/uksi/1997/188/contents/made

Guidance for those affected by the Plant Protection Products Regulations 2012: <u>http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticidescodes-of-practice/Guidance_Sustainable_Use_PPP_Regs_2012.htm</u>

Code of Practice for Using Plant Protection Products available from http://www.hse.gov.uk/pesticides/topics/using-pesticides/codes-of-practice.htm

Institute of Groundsmanship (Training Courses) Tel: 01908 312511 <u>www.iog.org</u>

Health & Safety Executive website <u>http://www.hse.gov.uk/</u>

The Amenity Forum website http://www.amenityforum.co.uk

Suppliers of products <u>http://www.iog.org/directory-and-shop/industry-</u> <u>directory/companies</u>

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.

Line Marking Colours		
Red Mini Soccer	U7 & U8	(5v5)
Yellow Mini Soccer	U9 & U10	(7 _V 7)
Blue	U11 & U12	(9v9)
White	Other age groups & adult	(11v11)

As a quick guide the following colours are recommended when marking pitches:

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.

[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. Save as set out in these Regulations, Advertising on Clothing and Football Boots is prohibited during the period of a Match. This applies to Players, including substitutes, any others in the Technical Area, including Club Officials and to Match Officials. The rules of an Affiliated Association or Competition may provide that for matches under their jurisdiction a Club is obliged to obtain permission for any of the Advertising listed in Section C below, subject always to these Regulations. Clubs must seek the permission of the Competition organiser in order to wear any items of Clothing during any pre-match warm-up, 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 (including Football Boots) of any distasteful, threatening, abusive, indecent, insulting, discriminatory or otherwise ethically or morally offensive message, or any political message, is prohibited. The Advertising of tobacco products is prohibited.

5. A Club shall observe all recognised Advertising standards and in particular those of the Advertising Standards Authority.



6. Advertising entailing the use of numerals is permitted only if such numerals clearly form part of the Advertising and cannot in any way be confused with Players' shirt numbers.

7. No colour or design may be used in Advertising that might create problems of identification for Match Officials and/or opponents. The colour and design of the Clothing of opponents, goalkeepers and match officials must be taken into account.

8. Without limiting the effect of the above, in the case of a team comprising players all under the age of 18 years on 31 August in the current season, the appearance on or incorporation in any item of Clothing of any reference whatsoever to a product, service or other activity which is considered by The Association as detrimental to the welfare, health or general interest of young persons, or is otherwise considered inappropriate, having regard to the age of the players, is prohibited.

It is the view of The 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 should contact The Association 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 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 or on any cap worn by a goalkeeper providing it does not exceed an area of 50 square centimetres (see Fig 4) 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 must be incorporated in the main colour and/or in one of the minor colours. It must not dominate, contain a contrasting colour, or affect the distinctiveness of the kit.

(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.



1. 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, and on a goalkeeper's cap, 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)
- (iii) 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.

2. 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.

3. Numbers

- (i) On Football Boots
- A Player's shirt number may appear on his boots without restriction.
- (ii) On all other Clothing

Where the Competition rules require a number on the back of the shirt, it should be clearly legible and positioned in the centre of the back of the shirt.

The number should be between 20 cm and 35 cm in height with provision for each competition to set specific criteria.



A number may also appear on the front of the shorts which must correspond with the number on the shirt.

The number should be between 10 cm and 15 cm in height with provision for each competition to set specific criteria.

The officially designated logo or name of the Competition or combination of the same may appear once only on each of the player's shirt numbers providing the logo, name or combination does not exceed an area of 20 square centimetres. 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.

4. 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.

5. Other Logos

(i) On Football Boots



Except as permitted by paragraphs 1-5 above, the appearance of any logo of any description on a Player's Football Boots is prohibited.

(ii) On goalkeeper gloves

A goalkeeper's name, including any appropriate nickname or initials, may appear on the goalkeeper's gloves providing such name etc does not exceed an area of 20 square centimetres.

(iii) On all other Clothing

- (a) The officially designated logo or name of an Affiliated Association or Competition may appear once only on each sleeve of shirts, provided Affiliated Associations or Competition rules so permit. Such mark must appear between the shoulder seam and the elbow and must not exceed 100 square centimetres.
- (b) The officially designated logo, name of any awards or titles won in previous seasons or commemorative occasions (which may include any match details 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 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 once only 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 once only on shirts, provided that such name, logo or emblem does not exceed an area of 100 square centimetres.Alternatively, such a charity name, logo or emblem may appear on shirts in the space reserved for the main club sponsor, either alone or



in combination with a club sponsor logo, provided that a total area of 250 square centimetres is not exceeded.

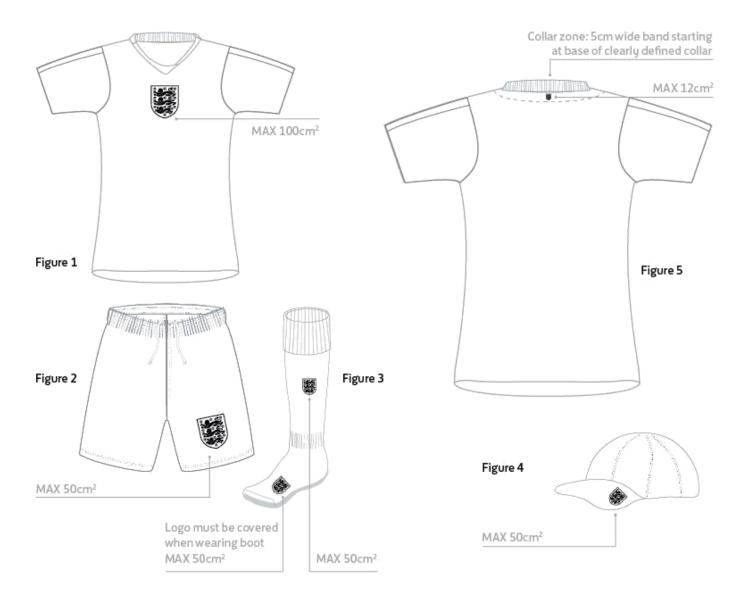
Before any such charity name, logo or emblem is used on a kit, permission must be granted from the Competition in which the kit is to be worn. Such permission may only be granted on a maximum of three occasions in any one season.

- (e) A Competition may request permission from The Association for the inclusion of a designated name, logo or emblem of an initiative to appear once only 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.

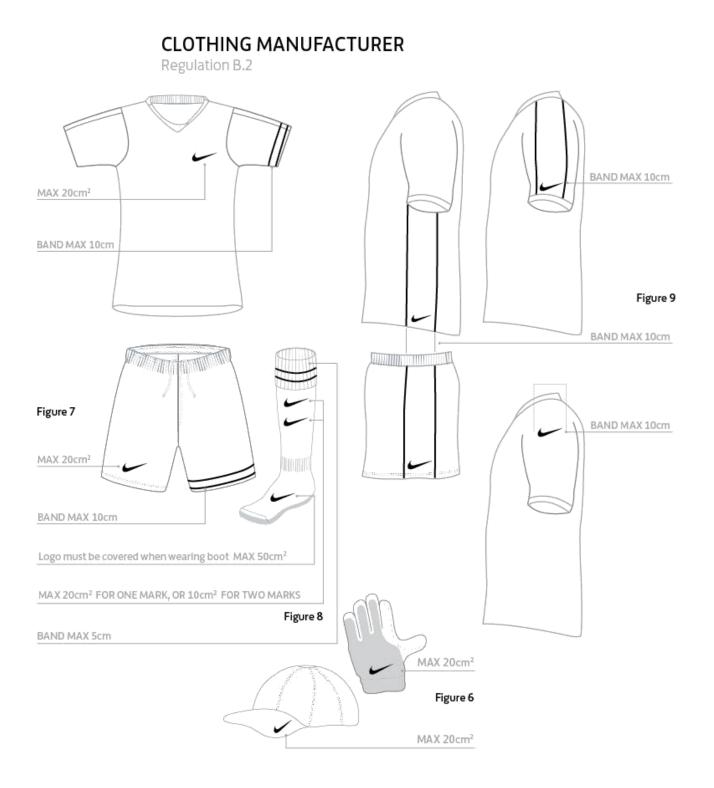


CLUB EMBLEM

Regulation B.1









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:

- (j) 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.

NHS Logo

The Department has advised that the letters 'NHS' and the NHS logo are both trademarks owned by the Secretary of State for Health and Social Care, and therefore they cannot be used without permission from the Department. Due to the high levels of trust the NHS identity evokes from patients, the public and NHS staff, use of the NHS identity is strictly controlled and it cannot be used by non-NHS organisations.

The following criteria is to be used by a Club at all levels of the game when recognising support for the NHS and key workers on playing kit and outer clothing used during the period of a match to the end of season 2020/21 other than as set out below. All forms of message, logo or emblem must meet the requirements and spirit of the Regulations and Laws of the Game. The following is to be followed for a single match or series of matches:

1 Available from <u>http://www.thefa.com/football-rules-</u> governance/lawsandrules/fa-handbook

2 Available from https://www.theifab.com

• A simple message, recognised logo or emblem (or combination thereof) may during the period of a match appear as a single area of no more than 100cmsq anywhere on a shirt and on any outer clothing worn in the Technical Area in addition to the club crest and any sponsorship. Alternatively such a message, logo or emblem may during the period of a match appear on a shirt and any outer clothing worn in the Technical Area in the space reserved for the main club

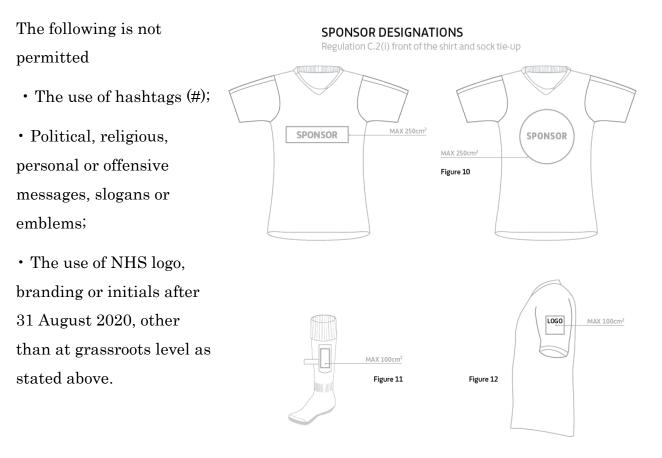


sponsor to a maximum total area of 250cmsq. It is the Club's responsibility to obtain the consent of the owner of a motif or emblem for its use (Note: Affiliated Association or Competition requirements may also apply);

• The Department of Health and Social Care has confirmed that the NHS logo, initials and branding is not permitted to appear on any item of playing kit or outer wear after 31 August 2020 at any level of the game at any time;

However, as a concession the Department has agreed that a simple message of "Thank You NHS" may appear on the shirts of teams that play at grassroots level (ie below the National League Systems (male and female)) for season 2020/21 if the shirt is procured before 31 August 2020;

A Competition may require its permission for a message, logo or emblem to be used during the course of a match to be played in its Competition;
A Competition led initiative for all its member clubs subject to that initiative meeting this Guidance, the Regulations and Laws of the Game.





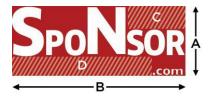
Measurement Procedures

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 <u>sanctioning@TheFA.com</u>



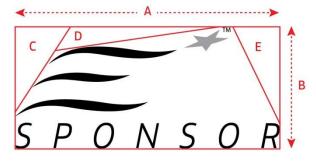
(A multiplied by B)



(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.



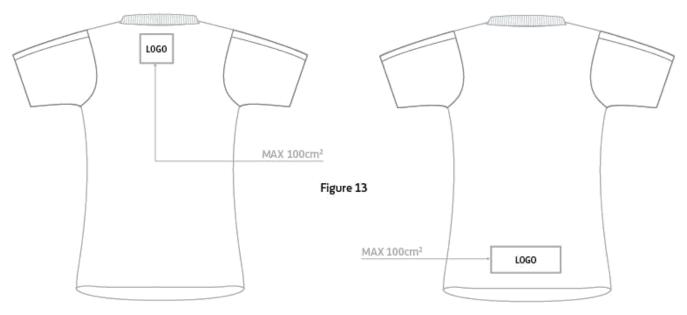
(A multiplied by B less C + D + E)

MEASUREMENT PROCEDURES OF NEUTRAL COLOURED PATCHES/SHIRT COLOURS

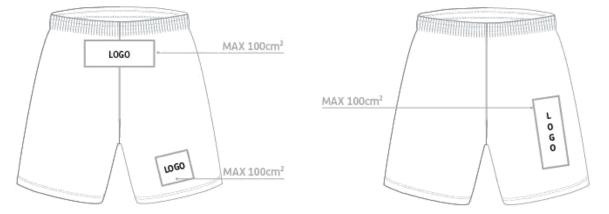


SPONSOR DESIGNATIONS

Regulation C.2(i) Back of the shirt and shorts



(Examples of where a single logo could be located)



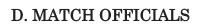


Sponsor advertising on a neutral coloured patch - i.e. white sponsor logo on a black patch on a predominantly white/green shirt.

- In this scenario the area measured would be the total • area covered by the black patch on which the logo sits.
- A. 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.

B. 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.



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.

- 1. The following Advertising is permitted:
 - 1. The mark, logo or name of a Clothing manufacturer or a combination of the same, may appear:
 - (a) once only on the shirt provided it is an area no greater than 20 square centimetres.
 - (b) once only on the shorts provided it is an area no greater than 12 square centimetres.









(c) incorporated into the design of the socks but must be limited to an area no greater than 12 square centimetres.

2. Jacquard Weave

A jacquard weave or similar technique such as embossing shall be allowed providing each is limited to 20 square centimetres, with unlimited repeats being acceptable. The design of such jacquard weave may be the manufacturer's mark, logo or name. The jacquard weave shading shall be restricted to two shades differing from the base colour, using a standard Pantone reference manual.

3. Sponsor Advertising

Sponsor Advertising is permitted only on shirt sleeves and the total surface area of the Advertising shall not exceed 200 square centimetres. Any sponsorship contract must be made between the sponsor and The Association or Professional Game Match Officials Limited. Individual Affiliated Associations or Leagues are not permitted to enter into sponsorship contracts.

4. Badges

Match kit shirts may carry the recognised badge of the appropriate Competition once only, which must be on either site of the breast pocket. This badge must not exceed an area of 20 square centimetres and, where it contains the established trademark, trade name or logo of a sponsor of the Competition, must be approved by The 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.





Section 2 Index

County Standing Orders.	
County Members and Representatives.	. 65
2. Structure and Organisation.	. 65
3. County Committee Meetings.	. 66
4. Representatives Meeting Proceedings	
5. Notices of Motion and Resolutions	
<u>6.</u> <u>Working Groups</u>	
<u>or</u> <u>morning croups</u>	. 50

Cornwa	all County FA Rules	71
Introdu	<u>iction</u>	71
<u>1.</u>	Membership	71
<u>2.</u>	League Sanctioning Fees, Club Subscriptions and Insurance.	71
<u>3.</u>	Ranking Of Leagues	73
<u>4.</u>	League and Club Administration	73
<u>5.</u>	<u>Grounds</u>	75
<u>6.</u>	<u> Players – General and County Teams</u>	77
<u>7.</u>	Referees	
<u>8.</u>	County and Other Competitions	80
<u>9</u> .	Misconduct, Discipline and Appeals	80
<u>10</u> .	Rule Changes	
Rules o	f the Senior Cup Competition Sponsored by RGB	
	ance Rules	
1.	Name and Constitution	
2.	Entry Fee	
3.	Powers of Management	
4.	Protests, Claims, Complaints and Appeals	
5.	<u>Trophy – Agreement to be Signed</u>	
<u>.</u> 6.	Alteration to Rules	
	Related Rules	
7.	<u>Ground Regulations</u>	
	<u>or o arra 1005 arrantorio</u>	

 7.
 Ground Regulations
 90

 8.
 Qualification of Players
 91



	<u>9.</u>	Club Colours
	<u>10.</u>	Commencement of Competition, Conditions of Play, Times of Kick-Off,
	Post	ponements
	<u>11.</u>	<u>Reporting Results</u>
	<u>12.</u>	Determining Competition Winners
	<u>13. N</u>	<u>Match Officials</u>
	<u>Sche</u>	<u>dule A – Fees and Fines</u> 100
		the Intermediate Cup Competition103
<u>Gov</u>	ernai	nce Rules
	<u>1.</u>	Name and Constitution
	<u>2.</u>	<u>Entry Fee</u>
	<u>3.</u>	Powers of Management
	<u>4.</u>	Protests, Claims, Complaints and Appeals
	<u>5.</u>	<u>Trophy – Agreement to be Signed</u> 108
	<u>6.</u>	<u>Alteration to Rules</u>
Mat	ch Re	elated Rules
	<u>7.</u>	Ground Regulations
	<u>8.</u>	Qualification of Players
	<u>9.</u>	<u>Club Colours</u>
	<u>10.</u>	Commencement of Competition, Conditions of Play, Times of Kick-Off,
	Post	ponements
	<u>11.</u>	Reporting Results
	<u>12.</u>	Determining Competition Winners
	<u>13. N</u>	Aatch Officials
<u>Sch</u>	<u>edule</u>	<u>A – Fees and Fines</u> 119
Rul	es of t	the Bond Timber Junior Cup Competition121
<u>Gov</u>	ernai	nce Rules
	<u>1.</u>	Name and Constitution
	<u>2.</u>	<u>Entry Fee</u>
	<u>3.</u>	Powers of Management
	<u>4.</u>	Protests, Claims, Complaints and Appeals



	<u>5.</u>	<u>Trophy – Agreement to be Signed</u> 1	26
	<u>6.</u>	<u>Alteration to Rules</u>	27
Mate	ch Re	elated Rules	.27
	<u>7.</u>	Ground Regulations	27
	<u>8.</u>	Qualification of Players	28
	<u>9.</u>	Club Colours	30
	<u>10.</u>	Commencement of Competition, Conditions of Play, Times of Kick-O	<u>ff,</u>
-	Postr	<u>oonements</u> 1	31
	<u>11.</u>	<u>Reporting Results</u>	33
	<u>12.</u>	Determining Competition Winners	34
	<u>13. N</u>	Iatch Officials	35
	Schee	<u>dule A – Fees and Fines</u> 1	37
<u>Rule</u>	s of t	he Womens Cup Competition Sponsored by MH Goals LTD1	.39
Gove	ernan	nce Rules1	40
	<u>1.</u>	Name and Constitution	40
	<u>2.</u>	Entry Fee	40
	<u>3.</u>	Powers of Management	40
	<u>4.</u>	Protests, Claims, Complaints and Appeals1	43
	<u>5.</u>	<u>Trophy – Agreement to be Signed</u> 1	45
	<u>6.</u>	Alteration to Rules	46
Mate	ch Re	elated Rules	46
	<u>7.</u>	Ground Regulations	46
	<u>8.</u>	Qualification of Players	47
	<u>9.</u>	<u>Club Colours</u>	49
	<u>10.</u> Postr	<u>Commencement of Competition, Conditions of Play, Times of Kick–O</u> ponements1	
	11.	Reporting Results	
	<u>11.</u> 12.	Determining Competition Winners	
		Iatch Officials	
		<u>dule A – Fees and Fines</u>	
		<u> </u>	



Rules	of the Sunday Cup Competition Sponsored by BlueFin Sport	158
Gover	nance Rules	158
<u>1</u>	Name and Constitution	158
<u>2</u>	Entry Fee	158
<u>3</u>	Powers of Management	158
4	Protests, Claims, Complaints and Appeals	161
5	<u>Trophy – Agreement to be Signed</u>	163
<u>6</u>	<u>Alteration to Rules</u>	164
Match	Related Rules	165
7	Ground Regulations	165
<u>8</u>	Qualification of Players	165
<u>9</u>	Club Colours	168
<u>1</u>	<u>Commencement of Competition, Conditions of Play, Times of K</u>	ick–Off,
<u>P</u>	ostponements	169
<u>1</u>	. <u>Reporting Results</u>	171
<u>1</u>	2. Determining Competition Winners	
<u>1</u>	3. Match Officials	
<u>S</u>	<u>chedule A – Fees and Fines</u>	
<u>Rules</u>	of County Youth Competitions	
Gover	nance Rules	
<u>1</u>	Name and Constitution	177
<u>2</u>	Entry Fee	179
<u>3</u>	Powers of Management	179
4	Protests, Claims, Complaints and Appeals	181
5	<u>Trophy – Agreement to be Signed</u>	183
<u>6</u>	<u>Alteration to Rules</u>	
Match	Related Rules	
7	Ground Regulations	
8	Qualification of Players	185
<u>9</u>	<u>Club Colours</u>	
<u>1</u>	<u>Commencement of Competition, Conditions of Play, Times of K</u>	ick–Off,
P	ostponements	



<u>11.</u>	Reporting Results	
<u>12.</u>	Determining Competition Winners	
<u>13.</u>]	Match Officials	
Sche	<u>edule A – Fees and Fines</u>	



County Standing Orders

County Members and Representatives.

a. Membership of Cornwall FA shall be as prescribed in the Articles of Association.

- b. No member of the staff of the Football Association or any other County Football Association, whether Permanent Staff or Honorary Staff, shall be eligible to serve as an Officer or as a Representative on the Football Management Board of Cornwall FA. In the event of such a happening the Officer or Representative position shall be declared vacant and immediate action shall be taken under the appropriate Articles of Association to fill such a vacancy.
- c. Each Official and Football Management Board Member of the Cornwall FA shall be furnished with a pass (which shall not be transferable), and all clubs belonging to this Association shall admit the holder to their grounds and stands upon the production of the pass without requiring any other authority.

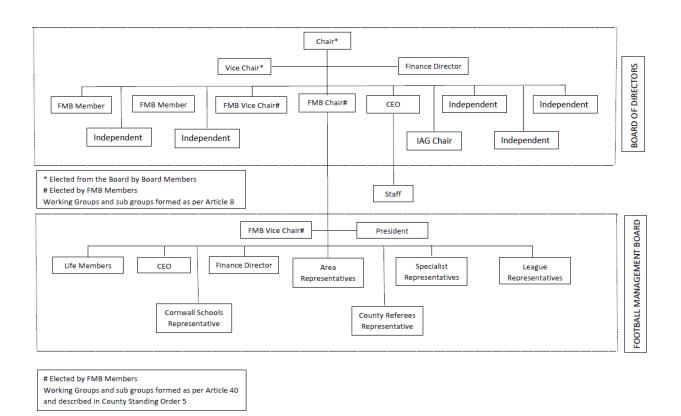
2. Structure and Organisation.

The organisational chart below describes the structure and lines of responsibility of the Board of

Directors and the Football Management Board. Football Management Board Working Groups are

described at Standing Order 6.





- 3. County Committee Meetings.
 - a. Meetings of the Cornwall FA Football Management Board shall be convened by the Chief Executive Officer in consultation with the Chairman.
 - b. Special Meetings of the Cornwall FA Football Management Board may be convened by a decision of not less than seven members, on requisition in writing, who shall state the specific agenda items for discussion. Such requisition shall be sent to the CEO.
- 4. Representatives Meeting Proceedings.

a. The business of Football Management Board Meetings shall be conducted in the following order:

- i. Apologies for Absence.
- ii. Chairman's remarks.
- iii. Correspondence (This to include urgent and late correspondence not able to be dealt with by the appropriate Working Group).



iv. To receive and confirm the Minutes of the previous Football Management Board Meeting.

- v. Matters arising.
- vi. To receive the Finance Director's report.
- vii. To receive the Minutes and Reports of Working Groups.

viii.To receive the Minutes and Reports of Working Sub-Groups.

Note: Items to be reported under vii & viii above are to be listed in alphabetical order and confined to minutes being presented to that particular Football Management Board Meeting. They should be presented by either the Chairman of the appropriate Working Group or Chief Executive Officer.

- ix. Motions for debate in the order in which they appear on the Order Paper and subject to being received by the Chief Executive prior to the issue of the Agenda for that meeting.
- x. Matters of urgency or expediency (subject to the agreement of three quarters of those present and voting).
- xi. To fix the date and time, if known, of Working Groups meetings to be held between Football Management Board Meetings.
- xii. Any other business allowed by the Chairman.
- Each Football Management Board Member on speaking shall address himself to the Chairman and not to any other Football Management Board Member. No speech shall exceed five minutes' duration, except by permission of the Chairman.
- c. In the event of anyone present being guilty of irregular or improper conduct during the course of any Committee Meeting the Chairman shall be authorised to require the offending person to leave said meeting. The



Chairman shall also have the power, in case of distraction or obstruction, of suspending the offending persons' membership of Cornwall FA.

- 5. Notices of Motion and Resolutions.
 - a. Football Management Board Members may at any time submit to the Chief Executive Officer Notice of Motion for discussion at the next meeting.
 - b. The mover of every original resolution, but not of any amendment (unless it becomes a substantive motion) shall have the right to reply, but not introducing therein any new matter, but confining himself strictly to answering the previous objections, immediately after which the resolution shall be put from the chair. No other Football Management Board Member shall be allowed to speak more than once on the same resolution unless permission has been given to explain or to call the attention of the Chairman to a point of order.
 - c. When an amendment is moved upon a proposition no further amendment shall be moved into consideration, until the first is disposed of, but any number of amendments may be brought forward in succession.
 - d. When discussion arises upon amended propositions, the mover of the amendment which had displaced the original proposition may speak in reply, and so, in like manner, with respect to any further and displacing amendments.
 - e. No resolution may be rescinded at the meeting at which it has been passed. Neither shall a resolution be rescinded at a subsequent meeting of the Football Management Board within twelve months from the date it was passed, unless the motion to rescind shall be carried by three quarters of the Football Management Board Members present and voting.
 - f. Every resolution, other than a motion for urgency or expediency shall be decided by a majority of votes. The Chairman's declaration of the result



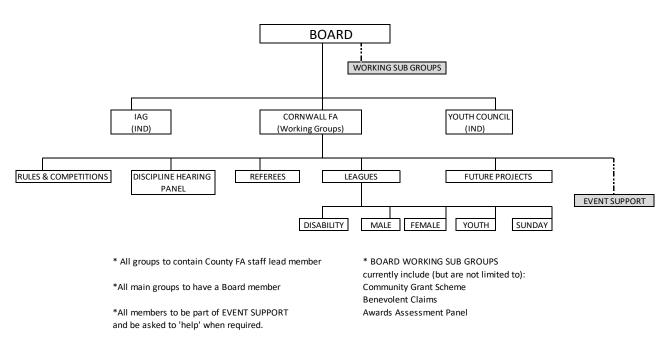
shall be prima facie decisive, but if not accepted shall be challenged at once and a recount claimed.

g. If on a decision being taken the votes recorded are equally divided, the Chairman shall have a second or casting vote.

h. Any objection to the validity of the decision of any resolution shall be made at once.

- No Standing Order may be altered or repealed or new ones added unless Notice of Motion to this effect has been given and appears on the agenda of the next available meeting of the Members following its receipt.
- 6. Working Groups
 - a. A Committee, consisting of the Chairman and Chief Executive of the Association together with two individual Committee Members elected by the Committee at the Committee Meeting before the Annual General Meeting each year, shall be responsible for determining the membership of all Working Groups.
 - b. Should any working group require specific skills or expertise that is not available within the Committee membership or Staff the Chief Executive may co-opt volunteers with suitable abilities or knowledge from the wider football community or the general public.
 - c. The following chart prescribes the lines of accountability and structure of the Working Group organisation.





Note: The President, Chairman, Vice-Chairman, Finance Director and Chief Executive are Ex Officio members of all Working Groups of which they are not otherwise members.

- c. The Chairman of each Working Group shall be elected at the first Representatives Meeting following the Annual General Meeting. A quorum for all Working Groups shall be at least half the number elected to that Group or Sub Group.
- d. Working groups shall be empowered to make decisions on all matters relating to their area of responsibility bar those concerning finance or having potential financial implications which shall be referred to the Board
- All working groups are to produce quarterly reports of their activities for distribution to all Representatives. Such reports are to be received by the Governance manager by no later than the end of September, December, March and May.



Cornwall County FA Rules

Introduction

These 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 Memorandum and Articles of Association shall prevail. Any club may request a copy of them at any time from the County Office.

1. Membership

Cornwall County Football Association (henceforth referred to as ('The Association') is an Affiliated Member of the Football Association and it may admit to membership only Clubs located within the County of Cornwall. It shall provide for the proper management and control of such Clubs, along with all Leagues and Competitions over which it has sanction.

2. League Sanctioning Fees, Club Subscriptions and Insurance

 a. i. All Leagues and Competitions shall pay an Annual Sanctioning Fee.
 The fee shall be as determined from time to time by the directors and is to be paid by 1st August in each year.

ii. The following League Sanctioning Fees shall apply until varied by the directors:

Saturday Leagues & Competitions:	£50 plus £2 per team.
Sunday Leagues & Competitions:	$\pounds 50$ plus $\pounds 2$ per team.
Veterans' Leagues & Competitions:	£50 plus £2 per team.
Women's Leagues and Competitions:	£50 plus £2 per team.
Youth Leagues and Competitions:	$\pounds 25$ plus $\pounds 1$ per team.
Small Sided Leagues and Competitions:	£5 per team.
One Day Small Sided Competitions:	£20.
Charity Competitions:	£20.



 b. i. All Clubs shall pay an Annual Subscription Fee. The fee shall be as determined from time to time by the directors and is to be paid by 30th June each year.

ii. The following Subscription Fees shall apply until varied by the directors:

Saturday Clubs:£75 plus £25 for each teamSunday Clubs:£42 plus £18 for each teamWomen's Clubs:£42 plus £18 for each teamVeterans' Clubs:£42 plus £18 for each teamYouth Clubs:£40 plus £7 for each team (U5 & U6 are free butstill need to be recorded)

Friendly Clubs: £22

Mini Soccer Centres - Please contact the County Office

- iii. All Clubs shall pay an annual fee of £5, for clubs with up to 2 teams, or £10 for clubs with 3 or more teams, which will be donated to the County Benevolent Fund.
- iv. All clubs other than newly formed clubs shall pay an additional fee of $\pounds 25$ if they fail to be affiliated by 30^{th} June in each year.
- c. i. All clubs must have Legal Liabilities Insurance cover (to include Public Liability) of at least 10 million pounds (£10,000,000) in order to affiliate.
 - ii. All clubs shall be members of a Players personal accident scheme. The policy cover shall be at least equal to the minimum recommended cover determined from time to time by the Sanctioning Association. Clubs must at the time of affiliating provide evidence (as per Football Association Regulations) that they have current



insurance cover for their players which provides a weekly benefit in cases of injury except for youth competitions.

3. Ranking Of Leagues

In open aged 11-a-side football the seniority of individual clubs shall be determined by the League and/or Division in which they play in the FA National League System. Clubs playing in Recreational Leagues outside the FA's National League System shall be similarly ranked. Recreational Leagues under the jurisdiction of this Association shall be ranked as follows:

Ranking	Saturday Football	Sunday	Women's
		Football	Football
1	St Piran League		
2	East Cornwall Premier League	Cornwall	Cornwall
		Sunday	Women's
	Cornwall Combination League	League	Football
			League
3	Duchy League	Cornwall	
		Veterans	
	Trelawny League	League	

4. League and Club Administration

- Each affiliated Club shall be provided with a current copy of these Rules and the Association's Competitions Rules as well as the Standing Orders of the Association and (on request) a copy of the Memorandum and Articles of Association.
- b. Each Club shall forward the address of its Honorary Secretary, the situation of its ground, and a statement of its distinguishing colours on the affiliation form provided, to the Chief Executive at the time of sending subscriptions which shall be no later than the 30th June. Any change of Secretary must be notified to the Chief Executive within seven



days. Failure to do so may render the club liable to a fine of Twenty Pounds (£20).

- c. A playing season shall commence on the date fixed annually by the Football Association as the Official Starting Date in one year and end on the 31st May the following year. Charity or similar matches must be played within this period. The Close Season shall be from 1st June to 30th June inclusive each year.
- d. Affiliated clubs must not play against unaffiliated Clubs. The Association reserve the right to take action against players who are members of affiliated Clubs playing for or against Clubs who are not affiliated or Clubs who permit unaffiliated teams to play on their grounds.
- e. A Club which has not entered for the County Competitions shall not be allowed to participate in a League without the permission of the Association. In every case where a Cornish Club desires to enter any League or Cup Competition outside the jurisdiction of the Association, such Club must each year apply to the Association for permission to take part in any such League or Cup Competition. Permission will not be unreasonably withheld. Membership by any Cornish Club of any such League or Cup Competitions shall in no case absolve any playing member from the right of the Association to select them to play for Cornwall. Such Clubs shall be required to enter the County Cup Competitions of the Association unless exempted by the Association.
- f. All Leagues, Competitions and Clubs shall keep a Minute Book and shall keep accounting records for recording the fact and nature of all payments and receipts so as to disclose with reasonable accuracy, at any time, the financial position, including the assets and liabilities of the Competition or Club. Such accounting records must be retained for six years and shall be available for inspection by the Association upon request. Failure to make such records available for inspection will result in a fine of £50



for Leagues, Competitions and Clubs playing in the National League System and £25 for Leagues, Competitions and Clubs playing in Recreational Leagues.

- g. All clubs are to be aware of the football debt recovery scheme which can be found at Regulation 19 in the FA Memorandum of Procedures section of this Handbook.
- h. In the case of a Club ceasing to exist, or being wound up, the members responsible for the management thereof shall not be allowed to take part in the management of other clubs and playing members shall not be allowed to play for any other Club without permission of the Association until any fine or order against the old Club made by the Association or sanctioned League has been complied with.

5. Grounds

- a. The Association shall have the power to claim the use of any Club's facilities for County or other matches on giving 14 days' notice.
 Recompense for which shall be in the form of a donation which will include all of the items stated below. The Chief Executive will set out in writing to each host Club prior to the staging of a County Final, Semi-Final, or County Match, the agreement between the Club and the Association. This agreement shall be binding by both sides. At all County Finals, Semi-Finals and County matches, ALL gate money shall be retained by the Association. No club may retain any of the gate money on the day. The donation to be paid for such privilege shall be in accordance with the following scale:
 - i. County Cup Finals: Five per cent of the gate receipts.

ii. All County Matches: Ten per cent of the gate receipts or £40 whichever is the greater.

iii. Senior Cup Semi-Finals: Ten per cent of the gate receipts or £40 whichever is the greater.



- iv. Junior Cup Semi-Finals: Ten per cent of the gate receipts or £40 whichever is the greater.
- v. Sunday and Women's Cup Semi-Finals and Finals (where applicable): Ten per cent of the gate receipts, or £30 whichever is the greater.
- b. In all cases the Club shall receive £20 for marking the ground etc. When floodlights are used a donation of £50 shall be paid.

c. All Clubs must provide adequate changing accommodation for visiting teams and match officials.

d. Glasses, glass bottles, or cans containing alcohol are NOT permitted outside of the clubhouse and must not be brought into grounds. No alcohol is to be consumed in the ground or premises during the match, except as may be governed by the terms of the club licence with regards to its own members, but notwithstanding such, no alcohol is to be taken or consumed outside the licensed clubhouse or any other authorised area during such match period or brought into the ground.

Additional Clarification.

The interpretation of this Football Association Regulation can cause confusion. For clarity, the Association wishes to make it clear that:

- NO person (except for trade deliveries) may take ANY alcohol into ANY ground prior to or during any match.
- 2. Alcohol purchased inside a ground may ONLY be consumed inside the Clubhouse OR in a specifically designated, enclosed space, identified on a Clubs Premises Licence as a drinking area. Any alcohol consumed in such an outside area, must be served in plastic containers.



6. Players – General and County Teams

- a. No Club, player, official, referee or linesman shall be compelled to participate in football on days identified on the Football Association Religious Calendar or Sundays, except that membership of or participation in Sunday football shall be taken as consent to play on Sundays, except when Christmas Day falls on a Sunday.
 - b. i. All Clubs below Step 6 of the National League System shall be bound to place their players at the disposal of the Association for County matches, the choice of such players to rest with the Rules Revision and Competitions Working Group appointed by the Members at their first meeting.

ii. A player selected to play for the County and failing to do so shall not play for any Club on the day of the County game for which he or she was selected unless he or she first obtains the consent of the Association. A player in contravention of this Rule shall be charged with misconduct and be dealt with accordingly.

iii. In the event of any Club having two or more players from a team within the club selected to represent the County such Clubs shall, on application in writing to the Chief Executive, be granted permission to postpone the matches of those team(s).

iv. Should the number of players selected from a clubs' team result in three or more players being called up from a reserve or other team in order to fulfil a higher league fixture then the club may request the postponement of the reserve or other team's fixture.

v. The Association shall only grant postponements where requests have been received not less than 10 days prior to the scheduled fixture. Where less than 14 days' notice is given of a players' selection this period shall reduce by the number of days the notification of selection is delayed but in any case shall not be less than 7 days.



c. The Association shall have the power to postpone any club Matches which may affect or be affected by County engagements provided the Association gives the clubs affected 14 days' notice.

d. The County colours shall be Old Gold shirts, Black shorts, Black/Gold socks.

7. **Referees**

- a. All referees must be registered with the Association within whose area they reside and may be required to pay an annual subscription as determined by The Football Association. They may also be registered with any other County Association. All referees shall be appointed in a manner agreed by the Association and shall pay an annual subscription of £20, if paid on or before 31st May, or £25 if paid later.
- b. For all County Cup matches Referees shall be entitled to the fees as itemised in the respective Cup Rules. For matches in leagues outside of the National League System the referee shall be entitled to a match fee as described in each leagues rules as sanctioned annually by the Association. For all other matches Referees shall be entitled to match fees as per the scale below.

Competition	Referee	Assistant Referee	Reserve Official
County Representative Matches	£25	£12	£12
Youth 9-a-side	£14	£7	
Mini Soccer	£11		
Small Sided Tournaments	£22	Per day	
Futsal Tournaments	$\pounds 55$	Per day	



Disability Festival	£66	
	~~~~	

**Note:** Travelling expenses (see '7d' below) shall also apply to matches listed in the table above. Additionally, the expenses of the Referee and Assistant Referees shall be the first charge on the day and the home Club shall pay these Officials their fee and expenses on the day of the match.

- c. Fees for other refereeing formats are available from the County Office.
- d. Travelling expenses, where payable, for referees and assistant referees shall be paid at the Mileage Rate determined from time to time by the Association and published in the Referees Monthly Appointments letter. Whenever possible, Match Officials should make arrangements to travel together.

e. Match Officials for all County Cup matches shall be appointed by the Association.

- f. In all County Finals, Referees and Assistant Referees and Reserve Officials shall each receive a plaque in lieu of a fee, to be presented at the conclusion of the game. Referees travelling by car shall be entitled to travelling expenses at the rate published as at 7(d) above. Those travelling by other means shall travel by the cheapest possible means and must in any case receive prior approval from the Association of their travel plans.
- g. A Flat Fee Scheme shall apply to match Officials officiating in the Luke Cup and Rathbone Trophy. It shall also apply to youth competitions which support the Referee Development Programme. Match fees, including travel expenses, charged under this scheme shall not exceed those listed in County Youth Cup Rules.



#### 8. County and Other Competitions

- a. County Cup competitions shall be governed by the respective Cup Rules as published and amended from time to time by the Association.
- b. In addition to squad lists required by cup rules clubs competing in the Semi-Finals and Finals of County Cup competitions must send to the Association, not less than seven days prior to the match, any other relevant details requested by the Association for inclusion in the match day programme. It is the Clubs responsibility to ensure the eligibility of players taking part in the match.
- c. Six-a-side and other contests of this nature are absolutely prohibited without the sanction of the Association. Sanction must also be obtained for the playing of Benefit matches, making collections on grounds and presentation to players. Clubs applying for permission to play a Charity or Benefit match shall state specifically the object of such match, the proposed date and place where the match is to be played. In the event of permission being granted, a balance sheet together with the vouchers must be sent to the Chief Executive within 14 days after playing such match.

#### 9. Misconduct, Discipline and Appeals

 a. i. All Clubs will be held responsible for the conduct of their Players, Officials, Supporters and Staff, whether home or away. In all matters of misconduct and discipline Cornwall Football Association will apply the rules of The Football Association, specifically Rule E. Misconduct (E1 – E26).

ii. The general principles governing the misconduct and behaviour expected of **participants** are detailed in FA Rule E3. This rule directs that a participant shall at all times act in the best interests of the game and shall not act in any manner which is improper or brings the game into disrepute or use any one, or a combination of, violent conduct,



serious foul play, threatening, abusive, indecent or insulting words or behaviour.

iii. The general principles governing the misconduct and behaviour of affiliated **clubs and competitions** are detailed in FA Rule E20. Specifically under Rule E20.1 this rule directs that each Affiliated Association, Competition and Club shall be responsible for ensuring that its directors, players, officials, employees, servants, representatives, spectators, and all persons purporting to be its supporters or followers, conduct themselves in an orderly fashion and refrain from any one or combination of the following: improper, violent, threatening, abusive, indecent, insulting or provocative words or behaviour, (including, without limitation, where any such conduct, words or behaviour includes a reference, whether express or implied, to any one or more of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability) whilst attending at or taking part in a Match in which it is involved, whether on its own ground or elsewhere.

- All Disciplinary Commissions and Appeal Panels will be conducted in accordance with FA Regulations as detailed in the current version of Appendix 1 to The FA Disciplinary Regulations.
- c. All sanctions issued to participants or affiliated organisations shall be in line with the current version of The FA Sanctioning Guidelines.
- d. Disciplinary matters relating to Cautions, Standard and Misconduct charges will be dealt with in line with the current version of Appendix 3 to The FA Disciplinary Regulations. This shall include but not be limited to financial penalties, suspensions, Respect Sanctions, appeals, abandoned matches, offences against match officials and appeals against the decision of a County FA.
- e. A participant shall not bet, either directly or indirectly, or instruct, permit cause or enable any person to bet on the result, progress or



conduct of a match or competition in which the participant is participating or has participated in the current season. Further details can be found in Football Association Rule E8.

f. With the exception of players under the statutory school-leaving age the Association shall be entitled to publish in the Public Press, or in any other manner as it shall see fit, reports of the proceedings, acts and resolutions, whether the same shall or shall not reflect on the character or conduct of any Club, Official, Player, Spectator, and every such Club, Official, Player or Spectator, shall be deemed to have assented to such publication.

#### 10. Rule Changes

- a. Leagues or Competitions must submit to the Association any proposed changes to their rules by 30th April each year. Application for renewal of sanction of League or Competition rules must be submitted to the Chief Executive, together with the appropriate fee, form D or E and a copy of the Rules before 1st August in each year. A fine of £10 may be imposed for non-compliance with this rule. Leagues and Competitions must not commence until their Rules have been sanctioned nor can they alter their Rules without the consent of the Association.
- b. No amendment shall be made to County Standing Orders or Rules except in accordance with Article 47.
- c. Any point not provided for or dealt with in these Rules, or in the Rules of the County Competitions shall be left to the decision of the Association, and their decision shall be final and binding on all parties.





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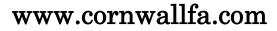


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## Rules of the Senior Cup Competition Sponsored by RGB Governance Rules

#### 1. Name and Constitution

- a. The Competition shall be known as the Cornwall Senior Cup. For promotional, publicity and advertising purposes the name of the current competition sponsor may be added to the title.
- b. The first teams of all Clubs who compete at Steps 5 and 6 of the National League System, all of whom are affiliated to this Association, must compete in this competition. Where an affiliated Club competes above Step 5 in the National League System, its reserve team, if competing at Step 5 or 6, shall take part.
- c. No Club shall, without the consent of the County Association, be allowed to withdraw from the Competition. Any infringement of this rule will result in the Club being fined in accordance with the Fines Tariff.
- d. Matches in this competition shall take precedence over the Intermediate and Junior Cups and all competition matches of the St Piran, East Cornwall Premier, Cornwall Combination, Duchy and Trelawny Leagues.

#### 2. Entry Fee

All entries accompanied by the appropriate entry fee as listed in the Fees Tariff, must be sent to the Association at the time of affiliation to the Association. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

#### 3. Powers of Management

a. The management of the competition shall be vested in the Association whose



members shall be elected in accordance with Rules and Regulations of the Cornwall County Football Association. They shall have powers to apply, act upon and enforce the Rules of the Competition and shall also have jurisdiction over all matters affecting the Competition, including any not provided for in the Rules. Any action by the Association must be taken within 28 days of the Association being notified.

- b. The Association shall have the power to inflict fines upon Clubs in the case of breaches of the Rules, and if necessary to order matches to be replayed except where otherwise provided for.
- c. With the exception of Rule 3h, for all alleged breaches of a Rule the Association

shall issue a formal written charge to the Club concerned. The Club charged shall be given 7 days from the date of notification of the charge to reply. In such reply a Club may:

i. Accept the charge and submit in writing a case of mitigation for consideration

by the Association on the papers; or

ii. Accept the charge and notify that it wishes to put its case of mitigation at a

hearing before a Committee convened by the Association; or

iii. Deny the charge and submit in writing supporting evidence for consideration

by the Association on the papers; or

iv. Deny the charge and notify that it wishes to put its case of mitigation at a hearing before a Committee convened by the Association.



v. Accept the charge and pay, within 14 days from the date of notification, the fine imposed.

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



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

a. i. All questions of eligibility, qualification of Players or interpretations of the Rules

shall be referred to the Association.

- ii. Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Association unless a protest is lodged with the referee before the commencement of the Competition Match.
- b. Except in cases where the Association decides that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged with the Association within three days (excluding Sundays) of the Competition Match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Association. A member of the Association who is a member of any Club involved shall not be present (except as a witness or representative of his Club) when such protest or complaint is being determined.
- c. No protest of whatever kind shall be considered by the Association unless the complaining Club shall have deposited with the Secretary a sum in accordance with the Fees Tariff. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Association shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the inquiry or to order that the costs to be shared by the parties.



- d. i. All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.
  - ii. All parties must have received 7 days' notice of the hearing should they be instructed to attend.
  - iii. Should a Club elect to state its case in person then it should indicate such when forwarding the written response.

e. The Association shall also have power to compel any party to the protest to pay such expenses as they may direct.

f. Any appeal against a decision of the Association must be lodged with the Football

Association within 14 days of the posting of the written notification of the decision causing the appeal, accompanied by a fee as set out in the Football Association Handbook.

- g. i. All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Association. The Clubs or Players protesting, appealing, claiming or complaining must send a copy of such protest, appeal, claim or complaint and deposit a fee (as set out in the Fees Tariff) which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Association.
  - All such protests, claims, complaints and appeals must be received in writing by the Association within fourteen days of the event or decision causing any of these to be submitted.



h. All questions of eligibility, qualifications of players, interpretation of Competition

Rules, as well as other matters in dispute, except where specifically provided for, shall be referred to the Association whose decision shall be final.

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

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

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

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

b. It is the Club's responsibility to ensure that the Cup is engraved accordingly and with continuity. Failure to comply will result in a fine in



accordance with the Fines Tariff plus any expenses incurred by the Association in the recovery, repair, or engraving of the cup.

c. From the profits of the County Competitions the Association may in their absolute discretion make grants to the competing finalists.

#### 6. Alteration to Rules

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

#### Match Related Rules

#### 7. Ground Regulations

- a. The Field of Play must conform to the requirements of the Laws of the Game. Goal nets must be used and both the goal and touch lines roped off where possible.
- b. When matches are played in grounds with a designated seated area for technical staff and substitutes a technical area that meets the requirements of The Laws of the Game must be marked. They are only to be occupied by the official team party of Team Manager, Assistant Manager/Coach, Medical Attendant and a maximum of five named substitutes. All shall remain in the technical area with only the Medical Attendant, for treatment, and the substitutes, during substitution or warm-up, leaving the area during play.
- c. i. No person (except for trade deliveries) may take ANY alcohol into ANY ground prior to or during any match.



ii. Alcohol purchased inside a ground may ONLY be consumed inside the Clubhouse OR in a specifically designated, enclosed space, identified on a Clubs Premises Licence as a drinking area. Any alcohol consumed in such an outside area, must be served in plastic containers.

#### 8. Qualification of Players

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



- iv. No player shall be eligible to participate in the Final of this Competition unless, during the current season, he has played in a minimum of five competition matches for his Club. In special circumstances, and with the consent of the Association, dispensation from the qualifying games may be granted in respect of a goalkeeper.
- v. A player with a written contract, having had his registration cancelled by the Football Association, ceases to be a registered member of that Club from the date of cancellation. The Club Secretary must at once notify the respective League Registration Secretary of the date of cancellation. Should the player wish to play again in this competition for his club he must complete new registration forms for the qualifying League Competition.
- vi. For all breaches of Rule 8b a club shall be fined in accordance with the Fines Tariff and have the tie awarded to their opponents if won. In the event of both teams in a match committing a breach leading to expulsion then a 'bye' shall take their place in the draw for the next round. Similarly, these penalties shall also apply where a player plays in this competition whilst serving a suspension or other such prohibition following disciplinary proceedings.
- c. In accordance with the Laws of the Game, the minimum number of Players that will constitute a Team for a Competition Match is 7. Failure to field a full team off 11 players in this competition will result in a fine in accordance with the Fines Tariff.
- d. A Club may, at its discretion and in accordance with the Laws of the Game, use 3 substitute players in any match in this competition, who may be selected from 5 players. In the event of extra time a fourth substitute may be used.



- e. The referee shall be informed of the names of the substitute players not later than
  30 minutes before the start of a Competition Match and a player not so named may not take part in that Competition Match
- f. A player who has been named as a substitute before the start of the Competition Match but does not actually play in that game shall not be considered to have been a player in that Competition Match
- g. For the Semi-Finals and Final ties, competing clubs must send to each other and the Association, the full names of their intended playing squad seven clear days prior to the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- h. Any protest as to eligibility of players shall be lodged with the County Association at least three days prior to the date of the match.

#### 9. Club Colours

- a. If, in the opinion of the referee, two Teams have the same or similar colour shirts, shorts or socks, the away Team shall make the change. Should a Team delay the scheduled time of kick off for a Competition Match by not having a change of colours they shall be fined in accordance with the Fines Tariff.
- b. In the event of a colour clash in either the Semi Final or Final ties both teams shall change unless mutually agreed. Where no agreement can be struck and/or the main and change colours of both clubs are the same then the Association shall decide on the Club to change colours. Confirmation of the changes shall be sent by both Clubs to the Association. Any club



failing to comply with this rule will be fined in accordance with the Fines Tariff.

- c. Goalkeepers must wear colours which distinguish them from all other Players and the Match Officials. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- d. No player, including a goalkeeper, shall be permitted to wear black or very dark coloured shirts. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- e. Shirts must be numbered and no two shirts shall have the same number, failing which a fine will be levied in accordance with the Fines Tariff.

### 10. Commencement of Competition, Conditions of Play, Times of Kick–Off, Postponements

- a. The dates of each round shall be fixed by the Association prior to the commencement of each season.
- b. The Competition shall be run on a knock-out principle and byes as may be considered appropriate shall be granted or made at the discretion of the Association. In each round, the Association shall make the draw and shall inform each of the clubs the name of the Club against which it is drawn and the date on which the tie is to be played. Each tie shall be played on the ground of the first drawn club.
- c. In all matches, the first charge on the gate is Referee fees and expenses. The home club shall make all arrangements and be entitled to the net Gate and is responsible for providing the ground without charge. In the event of a dispute the decision of the Association shall be binding on both parties



- d. The Secretary of the home Club must give notice in writing, by telephone or e-mail of full particulars of the location of, and access to, the ground and time of kick-off, to the match officials and the Secretary of the opposing Club at least five clear days prior to the playing of the match. The away Club shall seek and acknowledge receipt of such particulars. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- e. i All matches prior to the Semi-Finals and Final shall start at 3.00pm where floodlights are available, 2.00pm otherwise. The fixture may be arranged in the 5 days preceding the scheduled fixture date. Any such change to the scheduled date and, or, time must be mutually agreed by both clubs and notified to the Association for approval within 7 days of the draw being made. Kick off times and venues for the Semi-Finals and Final shall be determined by the Association.
  - ii. The Referee and Clubs shall report all cases of late starts. Clubs failing to
     supply a satisfactory explanation shall be fined in accordance with the Fines Tariff. Where the late start is attributable to the referee then the referee shall be referred to the Referees Working Group.
  - iii. In the event of any match not being completed due to a late start the Club responsible for the late start shall replay the match on its opponents ground and shall not be entitled to any share of the gate receipts.
- f. All matches shall be of two equal periods of 45 minutes. In special circumstances, such as poor light and/or weather the referee and the two team captains may agree, before the start of play, to reduce the duration of the periods of play to not less than 35 minutes each way.



- g. The half time interval shall be of 10 minutes' duration and may only be altered with the consent of the referee. It shall not exceed 15 minutes.
- h. There shall be no replays. If the ties are level at the end of full time, extratime of 15 minutes each way shall be played. After extra-time, if the scores are still level the tie shall be decided by the taking of penalty kicks accordance with FIFA instructions.
- If from any cause over which neither Club has control a match is not played to a conclusion, the match shall be replayed. In the event of any match not being played on the date arranged through the ground being declared unfit by the appointed match referee, or a more local referee nominated by him, the match shall be played on the following Saturday unless a prior date has been mutually agreed or unless otherwise decided by the Association. In the event of such postponement, the Home team must notify their opponents, the Association and the Referees Appointments Officer. The Association may, after two postponements or any postponement thereafter, order a fixture to be reversed or played at a neutral venue.
- j. In case of replays being ordered for breach of Rules in rounds prior to the Semi Finals, the first charge on the gate shall be the Referee's expenses, then the expenses of the non-offending team. Any surplus shall be paid to the non-offending team.
- k. Any Club failing to play on the appointed date without showing a good and sufficient cause shall be eliminated from the competition and fined in accordance with the Fines Tariff. The Club may also be subject to further penalties as determined by the Association.



#### 11. Reporting Results

a. All results are to be reported by SMS message to the Association Full-Time system by no later than 6pm (10pm for evening matches) on the day of the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

b. After the conclusion of each competition match, the Secretary of each club shall

send to the Association within three days (Sundays excluded) the official form containing a list of players participating, the result of the match and a Club marking of the Referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

c. Should a Club intentionally submit a wrong or false name, such Club shall be charged with misconduct and be dealt with as the Association may determine.

d. The Association shall arrange the checking of team sheets and report to the Club

or Clubs concerned any breaches discovered within four days of receipt of the team sheet.

#### 12. Determining Competition Winners

a. i. When the Clubs have been reduced to four, two Semi-Finals shall be played

on neutral grounds to be fixed by the Association. The Semi-Finals may be played under floodlights. The Association is to make all arrangements, take all receipts and pay all expenses for the Semi-Finals.

ii. In the Semi Finals if the scores are level after 90 minutes extra time of 15 minutes each way shall be played. If the scores are still level the



tie shall be decided by the taking of penalty kicks from the penalty mark as per FIFA instructions.

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

#### 13. Match Officials

- a. Registered referees (and assistant referees where approved by the Association) shall be appointed in a manner approved by the Association for all Competition Matches.
- b. In the event of the non-appearance of the appointed referee the appointed senior assistant referee shall take charge and a substitute assistant referee appointed by the competing Teams. Individuals under the age of 16 must not participate either as a referee or assistant referee in any Competition Match.
- c. Where assistant referees are not appointed each Team shall provide a Club assistant referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.



- d. The appointed referee shall have power to decide as to the fitness of the Ground in all Competition Matches and that decision shall be final, subject to the determination of the Local Authority or the owners of a Ground, which must be accepted.
- e. Match Officials appointed under this Rule shall be paid a match fee, inclusive of travel expenses, in accordance with the Fees Tariff. Match Officials shall be paid their fees by the home Club immediately after the Competition Match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- f. In the event of a Competition Match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to half fee plus expenses. Where a Competition Match is not played owing to one Club being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee and expenses. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- g. A referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, is to be reported to the Association with which he or she is registered.



Schedule A –	Fees	and	Fines
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Fees T	Fees Tariff		
Rule	Description	Fee	
2	Entry fee	£55	
4c	Appeal fee	£10	
4g	Protest, claim or complaint fee	£10	
13e	Referee Match Fee	£35	
13e	Assistant Referee/Reserve Official Match Fee	£17.50	

Description	Fine
Withdrawing from the competition without consent	£50
Failing to enter by 30 th June	£10
Failure to send entry fee with entry form	£10
Failure to pay fines within 14 days	£10
Failure to return the Cup by the prescribed date.	£25
Failure to have the cup engraved (plus engraving costs)	£10
Ineligible player (per player)	£25
Less than 11 players - per player missing	£10
Failing to submit semi-final or final playing squads	£25
Delaying the kick-off due to no change of kit	£10
	Withdrawing from the competition without consentFailing to enter by 30th JuneFailure to send entry fee with entry formFailure to pay fines within 14 daysFailure to return the Cup by the prescribed date.Failure to have the cup engraved (plus engraving costs)Ineligible player (per player)Less than 11 players - per player missingFailing to submit semi-final or final playing squads



9b,c,d	Kit offences	£10
& e		
10d	Failure to confirm fixture 5 days prior to the match	£10
10e(ii)	Late kick-off	£10
10k	Failing to play a fixture	£50
11a	Late SMS notification of a result	£10
11b	Late or incomplete team sheet	£10
13	Failure to pay match officials	£25



#### Handbook 2021/22



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102

## <u>Rules of the Intermediate Cup Competition</u> Governance Rules

#### 1. Name and Constitution

- e. The Competition shall be known as the Intermediate Cup. For promotional, publicity and advertising purposes the name of the current competition sponsor may be added to the title.
- f. i. The first teams of all Clubs who compete at in the St Piran League, Cornwall

Combination League and East Cornwall Premier League, North Devon League Premier Division and the Plymouth and West Devon League Premier Division, all of whom are affiliated to this Association, must compete in this competition.

- ii. The highest placed reserve or other side of any Club competing in a more senior competition and playing in the leagues identified at Rule 1b(i) shall also enter this competition.
- g. No Club shall, without the consent of the County Association, be allowed to withdraw from the Competition. Any infringement of this rule will result in the Club being fined in accordance with the Fines Tariff.
- Matches in this competition shall take precedence over the Junior Cup and all competition matches of the St Piran, East Cornwall Premier, Cornwall Combination, Duchy and Trelawny Leagues.

#### 2. Entry Fee

a. All entries accompanied by the appropriate entry fee as listed in the Fees Tariff, must be sent to the Association at the time of affiliation to the



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

#### 3. Powers of Management

- j.The management of the competition shall be vested in the Association whose members shall be elected in accordance with Rules and Regulations of the Cornwall County Football Association. They shall have powers to apply, act upon and enforce the Rules of the Competition and shall also have jurisdiction over all matters affecting the Competition, including any not provided for in the Rules. Any action by the Association must be taken within 28 days of the Association being notified.
- k. The Association shall have the power to inflict fines upon Clubs in the case of breaches of the Rules, and if necessary to order matches to be replayed except where otherwise provided for.
- 1. With the exception of Rule 3h, for all alleged breaches of a Rule the Association

shall issue a formal written charge to the Club concerned. The Club charged shall be given 7 days from the date of notification of the charge to reply. In such reply a Club may:

i. Accept the charge and submit in writing a case of mitigation for consideration

by the Association on the papers; or

ii. Accept the charge and notify that it wishes to put its case of mitigation at a

hearing before a Committee convened by the Association; or



iii. Deny the charge and submit in writing supporting evidence for consideration

by the Association on the papers; or

- iv. Deny the charge and notify that it wishes to put its case of mitigation at a hearing before a Committee convened by the Association.
- v. Accept the charge and pay, within 14 days from the date of notification, the fine imposed.
- m. Where the Club charged fails to respond within 7 days, the Association shall determine the charge in such manner and upon such evidence as it considers appropriate.
- n. Where required, hearings shall take place as soon as reasonably practicable following receipt of the reply of the Club as more fully set out above. Having considered the reply of the Club (whether in writing or at a hearing), the Association shall make its decision and, in the event that the charge is accepted or proven, decide on the appropriate penalty (with reference to the Fines Tariff where applicable).
- o. The maximum fine for any breach of a Rule shall be £250 and, when setting any fine, the Association must ensure that the penalty is proportional to the offence, taking into account any mitigating circumstances.
- p. No Participant under the age of 18 can be fined.
- q. Subject to a Club's right of appeal in accordance with Rule 4 below, all fines and charges must be paid within 14 days of the date of notification of the decision. Any Club failing to do so will be fined in accordance with the Fines Tariff. Further failure to pay the fine including the additional fine



within a further 14 days will result in fixtures being withdrawn until such time as the outstanding fines are paid.

r. The business of the Competition as determined by the Association may be transacted by electronic mail or facsimile.

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

i. i. All questions of eligibility, qualification of Players or interpretations of the Rules

shall be referred to the Association.

- ii. Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Association unless a protest is lodged with the referee before the commencement of the Competition Match.
- j. Except in cases where the Association decides that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged with the Association within three days (excluding Sundays) of the Competition Match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Association. A member of the Association who is a member of any Club involved shall not be present (except as a witness or representative of his Club) when such protest or complaint is being determined.
- k. No protest of whatever kind shall be considered by the Association unless the complaining Club shall have deposited with the Secretary a sum in accordance with the Fees Tariff. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Association shall have power to order the defaulting Club or the Club



making a losing or frivolous protest or complaint to pay the expenses of the inquiry or to order that the costs to be shared by the parties.

- i. All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.
  - ii. All parties must have received 7 days' notice of the hearing should they be instructed to attend.
  - iii. Should a Club elect to state its case in person then it should indicate such when forwarding the written response.

m. The Association shall also have power to compel any party to the protest to pay such expenses as they may direct.

n. Any appeal against a decision of the Association must be lodged with the Football

Association within 14 days of the posting of the written notification of the decision causing the appeal, accompanied by a fee as set out in the Football Association Handbook.

o. i. All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Association. The Clubs or Players protesting, appealing, claiming or complaining must send a copy of such protest, appeal, claim or complaint and deposit a fee (as set out in the Fees Tariff) which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Association.



- ii. All such protests, claims, complaints and appeals must be received in writing by the Association within fourteen days of the event or decision causing any of these to be submitted.
- p. All questions of eligibility, qualifications of players, interpretation of Competition

Rules, as well as other matters in dispute, except where specifically provided for, shall be referred to the Association whose decision shall be final.

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

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

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

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



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

## 6. Alteration to Rules

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

# Match Related Rules

## 7. Ground Regulations

- d. The Field of Play must conform to the requirements of the Laws of the Game. Goal nets must be used and both the goal and touch lines roped off where possible.
- e. When matches are played in grounds with a designated seated area for technical staff and substitutes a technical area that meets the requirements of The Laws of the Game must be marked. They are only to be occupied by the official team party of Team Manager, Assistant Manager/Coach, Medical Attendant and a maximum of five named substitutes. All shall remain in the technical area with only the Medical Attendant, for treatment, and the substitutes, during substitution or warm-up, leaving the area during play.
- f. i. No person (except for trade deliveries) may take ANY alcohol into ANY ground prior to or during any match.



ii. Alcohol purchased inside a ground may ONLY be consumed inside the Clubhouse OR in a specifically designated, enclosed space, identified on a Clubs Premises Licence as a drinking area. Any alcohol consumed in such an outside area, must be served in plastic containers.

# 8. Qualification of Players

- i. The Competition shall open to all Contract and Non-Contract players who have attained the age of 16 years.
- j. The following player eligibility Rules shall apply:
  - i. In all rounds of this competition, a player shall be a registered member for the team competing in this competition, having registered with the League in which his team normally competes, and in accordance with their Rules, prior to playing and before 31st March in the current season.
  - ii. Teams in this competition shall not include more than TWO players in any one game who have taken part in two or more games at Step 6 or above in the Football Association National League System during the current season unless a period of 28 days has elapsed since they last played.
  - iii. A player may only play for ONE CLUB in this competition. Any player who is transferred from any club having made his initial appearance in this competition for that club shall be deemed 'cup-tied' and ineligible for his new or subsequent clubs. Should such a player return to the club which he originally represented in this competition he shall retain his eligibility to play for that club. It shall be the duty of all Clubs to notify the County Association in writing of any case in which this Rule is known to have been infringed. Failure to so notify shall be dealt with as the County Association may determine.



- iv. No player shall be eligible to participate in the Final of this Competition unless, during the current season, he has played in a minimum of five competition matches for his Club. In special circumstances, and with the consent of the Association, dispensation from the qualifying games may be granted in respect of a goalkeeper.
- v. A player with a written contract, having had his registration cancelled by the Football Association, ceases to be a registered member of that Club from the date of cancellation. The Club Secretary must at once notify the respective League Registration Secretary of the date of cancellation. Should the player wish to play again in this competition for his club he must complete new registration forms for the qualifying League Competition.
- vi. For all breaches of Rule 8b a club shall be fined in accordance with the Fines Tariff and have the tie awarded to their opponents if won. In the event of both teams in a match committing a breach leading to expulsion then a 'bye' shall take their place in the draw for the next round. Similarly, these penalties shall also apply where a player plays in this competition whilst serving a suspension or other such prohibition following disciplinary proceedings.
- k. In accordance with the Laws of the Game, the minimum number of Players that will constitute a Team for a Competition Match is 7. Failure to field a full team off 11 players in this competition will result in a fine in accordance with the Fines Tariff.
- A Club may, at its discretion and in accordance with the Laws of the Game, use 5 substitute players in any match in this Competition who may be selected from 5 players. A player who has been substituted himself becomes a substitute and may replace another player at any time subject



to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.

- m. The referee shall be informed of the names of the substitute players not later than
  30 minutes before the start of a Competition Match and a player not so named may not take part in that Competition Match
- n. A player who has been named as a substitute before the start of the Competition Match but does not actually play in that game shall not be considered to have been a player in that Competition Match
- o. For the Semi-Finals and Final ties, competing clubs must send to each other and the Association, the full names of their intended playing squad seven clear days prior to the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- p. Any protest as to eligibility of players shall be lodged with the County Association at least three days prior to the date of the match.

# 9. Club Colours

- f. If, in the opinion of the referee, two Teams have the same or similar colour shirts, shorts or socks, the away Team shall make the change. Should a Team delay the scheduled time of kick off for a Competition Match by not having a change of colours they shall be fined in accordance with the Fines Tariff.
- g. In the event of a colour clash in either the Semi Final or Final ties both teams shall change unless mutually agreed. Where no agreement can be struck and/or the main and change colours of both clubs are the same then the Association shall decide on the Club to change colours. Confirmation



of the changes shall be sent by both Clubs to the Association. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.

- h. Goalkeepers must wear colours which distinguish them from all other Players and the Match Officials. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- i. No player, including a goalkeeper, shall be permitted to wear black or very dark coloured shirts. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- j. Shirts must be numbered and no two shirts shall have the same number, failing which a fine will be levied in accordance with the Fines Tariff.

# 10. Commencement of Competition, Conditions of Play, Times of Kick–Off, Postponements

- 1. The dates of each round shall be fixed by the Association prior to the commencement of each season.
- m. The Competition shall be run on a knock-out principle. Byes as may be considered appropriate shall be granted or made at the discretion of the Association. In each round, the Association shall make the draw and shall inform each of the clubs the name of the Club against which it is drawn and the date on which the tie is to be played. Each tie shall be played on the ground of the first drawn club.
- n. In all matches, the first charge on the gate is Referee fees and expenses. The home club shall make all arrangements and be entitled to the net Gate and is responsible for providing the ground without charge. In the event of a dispute the decision of the Association shall be binding on both parties.



- o. The Secretary of the home Club must give notice in writing, by telephone or e-mail of full particulars of the location of, and access to, the ground and time of kick-off, to the match officials and the Secretary of the opposing Club at least five clear days prior to the playing of the match. The away Club shall seek and acknowledge receipt of such particulars. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- p. i All matches prior to the Semi-Finals and Final shall start at 2.00pm. Where floodlights are available a later kick off may be arranged, or the fixture may be arranged in the 5 days preceding the scheduled fixture date. Any such change to the scheduled date and, or, time must be mutually agreed by both clubs and notified to the Association for approval within 7 days of the draw being made. Kick off times and venues for the Semi-Finals and Final shall be determined by the Association.
  - v. The Referee and Clubs shall report all cases of late starts. Clubs failing to
     supply a satisfactory explanation shall be fined in accordance with the Fines Tariff. Where the late start is attributable to the referee then the referee shall be referred to the Referees Working Group.
  - vi. In the event of any match not being completed due to a late start the Club responsible for the late start shall replay the match on its opponents ground and shall not be entitled to any share of the gate receipts.
- q. All matches shall be of two equal periods of 45 minutes. In special circumstances, such as poor light and/or weather the referee and the two



team captains may agree, before the start of play, to reduce the duration of the periods of play to not less than 35 minutes each way.

- r. The half time interval shall be of 10 minutes' duration and may only be altered with the consent of the referee. It shall not exceed 15 minutes.
- s. There shall be no replays. If the ties are level at the end of full time, extratime of 15 minutes each way shall be played. After extra-time, if the scores are still level the tie shall be decided by the taking of penalty kicks accordance with FIFA instructions.
- t. If from any cause over which neither Club has control a match is not played to a conclusion, the match shall be replayed. In the event of any match not being played on the date arranged through the ground being declared unfit by the appointed match referee, or a more local referee nominated by him, the match shall be played on the following Saturday unless a prior date has been mutually agreed or unless otherwise decided by the Association. In the event of such postponement, the Home team must notify their opponents, the Association and the Referees Appointments Officer. The Association may, after two postponements or any postponement thereafter, order a fixture to be reversed or played at a neutral venue.
- In case of replays being ordered for breach of Rules in rounds prior to the Semi Finals, the first charge on the gate shall be the Referee's expenses, then the expenses of the non-offending team. Any surplus shall be paid to the non-offending team.
- v. Any Club failing to play on the appointed date without showing a good and sufficient cause shall be eliminated from the competition and fined in accordance with the Fines Tariff. The Club may also be subject to further penalties as determined by the Association.



## 11. Reporting Results

e. All results are to be reported by SMS message to the Association Full-Time system by no later than 6pm (10pm for evening matches) on the day of the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

f. After the conclusion of each competition match, the Secretary of each club shall

send to the Association within three days (Sundays excluded) the official form containing a list of players participating, the result of the match and a Club marking of the Referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

g. Should a Club intentionally submit a wrong or false name, such Club shall be charged with misconduct and be dealt with as the Association may determine.

h. The Association shall arrange the checking of team sheets and report to the Club

or Clubs concerned any breaches discovered within four days of receipt of the team sheet.

#### 12. Determining Competition Winners

a. i. When the Clubs have been reduced to four, two Semi-Finals shall be played

on neutral grounds to be fixed by the Association. The Semi-Finals may be played under floodlights. The Association is to make all arrangements, take all receipts and pay all expenses for the Semi-Finals.



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

# 13. Match Officials

- h. Registered referees (and assistant referees where approved by the Association) shall be appointed in a manner approved by the Association for all Competition Matches.
- i. In the event of the non-appearance of the appointed referee the appointed senior assistant referee shall take charge and a substitute assistant referee appointed by the competing Teams. Individuals under the age of 16 must not participate either as a referee or assistant referee in any Competition Match.
- j. Where assistant referees are not appointed each Team shall provide a Club assistant referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.



- k. The appointed referee shall have power to decide as to the fitness of the Ground in all Competition Matches and that decision shall be final, subject to the determination of the Local Authority or the owners of a Ground, which must be accepted.
- Match Officials shall be paid a match fee, inclusive of travel expenses, in accordance with the Fees Tariff. Match Officials shall be paid their fees by the home Club immediately after the Competition Match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- m. In the event of a Competition Match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to half fee plus expenses. Where a Competition Match is not played owing to one Club being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee and expenses. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- n. A referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, is to be reported to the Association with which he or she is registered.



# <u>Schedule A – Fees and Fines</u>

Fees Tariff		
Rule	Description	Fee
2	Entry fee	£tba
4c	Appeal fee	£10
4g	Protest, claim or complaint fee	£10
13e	Referee Match Fee	£32
13e	Assistant Referee/Reserve Official Match Fee	£16

Fines Tariff		
Rule	Description	Fine
1c	Withdrawing from the competition without consent	£50
2	Failing to enter by 30 th June	£10
2	Failure to send entry fee with entry form	£10
3h	Failure to pay fines within 14 days	£10
5a	Failure to return the Cup by the prescribed date.	£25
5b	Failure to have the cup engraved (plus engraving costs)	£10
8b	Ineligible player (per player)	£25
8c	Less than 11 players - per player missing	£10
8g	Failing to submit semi-final or final playing squads	£25
9a,	Delaying the kick-off due to no change of kit	£10



9b,c,d	Kit offences	£10
& e		
10d	Failure to confirm fixture 5 days prior to the match	£10
10e(ii)	Late kick-off	£10
10k	Failing to play a fixture	£50
11a	Late SMS notification of a result	£10
11b	Late or incomplete team sheet	£10
13	Failure to pay match officials	£25



# Rules of the Bond Timber Junior Cup Competition Governance Rules

## 1. Name and Constitution

- i. The Competition shall be known as the Cornwall Junior Cup. For promotional, publicity and advertising purposes the name of the current competition sponsor may be added to the title.
- j. i. The first teams of all Clubs who competing solely in the Duchy League, Trelawny League, North Devon League Division One or lower and the Plymouth and West Devon League Division One or lower, all of whom are affiliated to this Association, must compete in this competition.
  - ii. The highest place reserve or other side of any Club competing in a more senior competition and playing in the leagues identified at Rule 1b(i) shall also enter this competition.
- k. No Club shall, without the consent of the County Association, be allowed to withdraw from the Competition. Any infringement of this rule will result in the Club being fined in accordance with the Fines Tariff.
- Matches in this competition shall take precedence over all competition matches of the East Cornwall Premier, Cornwall Combination, Duchy and Trelawny Leagues.

# 2. Entry Fee

All entries, accompanied by the appropriate entry fee as listed in the Fees Tariff, must be sent to the Association at the time of affiliation to the Association. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.



#### 3. Powers of Management

s. The management of the competition shall be vested in the Association whose

members shall be elected in accordance with Rules and Regulations of the Cornwall County Football Association. They shall have powers to apply, act upon and enforce the Rules of the Competition and shall also have jurisdiction over all matters affecting the Competition, including any not provided for in the Rules. Any action by the Association must be taken within 28 days of the Association being notified.

t. The Association shall have the power to inflict fines upon Clubs in the case of breaches of the Rules, and if necessary to order matches to be replayed except where otherwise provided for.

u. With the exception of Rule 3h, for all alleged breaches of a Rule the Association

shall issue a formal written charge to the Club concerned. The Club charged shall be given 7 days from the date of notification of the charge to reply. In such reply a Club may:

i. Accept the charge and submit in writing a case of mitigation for consideration

by the Association on the papers; or

ii. Accept the charge and notify that it wishes to put its case of mitigation at a

hearing before a Committee convened by the Association; or

iii. Deny the charge and submit in writing supporting evidence for consideration

by the Association on the papers; or



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



aa. The business of the Competition as determined by the Association may be transacted by electronic mail or facsimile.

# 4. Protests, Claims, Complaints and Appeals

q. i. All questions of eligibility, qualification of Players or interpretations of the Rules

shall be referred to the Association.

- Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Association unless a protest is lodged with the referee before the commencement of the Competition Match.
- r. Except in cases where the Association decides that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged with the Association within three days (excluding Sundays) of the Competition Match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Association. A member of the Association who is a member of any Club involved shall not be present (except as a witness or representative of his Club) when such protest or complaint is being determined.
- s. No protest of whatever kind shall be considered by the Association unless the complaining Club shall have deposited with the Secretary a sum in accordance with the Fees Tariff. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Association shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the inquiry or to order that the costs to be shared by the parties.



- t. i. All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.
  - ii. All parties must have received 7 days' notice of the hearing should they be instructed to attend.
  - iii. Should a Club elect to state its case in person then it should indicate such when forwarding the written response.

u. The Association shall also have power to compel any party to the protest to pay such expenses as they may direct.

v. Any appeal against a decision of the Association must be lodged with the Football

Association within 14 days of the posting of the written notification of the decision causing the appeal, accompanied by a fee as set out in the Football Association Handbook.

- w. i. All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Association. The Clubs or Players protesting, appealing, claiming or complaining must send a copy of such protest, appeal, claim or complaint and deposit a fee (as set out in the Fees Tariff) which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Association.
  - All such protests, claims, complaints and appeals must be received in writing by the Association within fourteen days of the event or decision causing any of these to be submitted.



x. All questions of eligibility, qualifications of players, interpretation of Competition

Rules, as well as other matters in dispute, except where specifically provided for, shall be referred to the Association whose decision shall be final.

# 5. Trophy – Agreement to be Signed

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

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

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

f. It is the Club's responsibility to ensure that the Cup is engraved accordingly and with continuity. Failure to comply will result in a fine in



accordance with the Fines Tariff plus any expenses incurred by the Association in the recovery, repair, or engraving of the cup.

g. From the profits of the County Competitions the Association may in their absolute discretion make grants to the competing finalists.

## 6. Alteration to Rules

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

# Match Related Rules

## 7. Ground Regulations

- g. The Field of Play must conform to the requirements of the Laws of the Game. Goal nets must be used and both the goal and touch lines roped off where possible.
- h. When matches are played in grounds with a designated seated area for technical staff and substitutes a technical area that meets the requirements of The Laws of the Game must be marked. They are only to be occupied by the official team party of Team Manager, Assistant Manager/Coach, Medical Attendant and a maximum of five named substitutes. All shall remain in the technical area with only the Medical Attendant, for treatment, and the substitutes, during substitution or warm-up, leaving the area during play.
- i. i. No person (except for trade deliveries) may take ANY alcohol into ANY ground prior to or during any match.



ii. Alcohol purchased inside a ground may ONLY be consumed inside the Clubhouse OR in a specifically designated, enclosed space, identified on a Clubs Premises Licence as a drinking area. Any alcohol consumed in such an outside area, must be served in plastic containers.

# 8. Qualification of Players

- q. The Competition shall open to all Contract and Non-Contract players who have attained the age of 16 years.
- r. The following player eligibility Rules shall apply:
  - i. In all rounds of this competition, a player shall be a registered member for the team competing in this competition, having registered with the League in which his team normally competes, and in accordance with their Rules, prior to playing and before 31st March in the current season.
  - ii. Teams in this competition shall not include more than TWO players in any one game who have taken part in two or more senior competition matches during the current season unless a period of 28 days has elapsed since they last played.
  - iii. A player may only play for ONE CLUB in this competition. Any player who is transferred from any club having made his initial appearance in this competition for that club shall be deemed 'cup-tied' and ineligible for his new or subsequent clubs. Should such a player return to the club which he originally represented in this competition he shall retain his eligibility to play for that club. It shall be the duty of all Clubs to notify the County Association in writing of any case in which this Rule is known to have been infringed. Failure to so notify shall be dealt with as the County Association may determine.
- iv. No player shall be eligible to participate in the Final of this Competition unless, during the current season, he has played in a



minimum of five competition matches for the participating team. In special circumstances, and with the consent of the Association, dispensation from the qualifying games may be granted in respect of a goalkeeper.

- v. A player with a written contract, having had his registration cancelled by the Football Association, ceases to be a registered member of that Club from the date of cancellation. The Club Secretary must at once notify the respective League Registration Secretary of the date of cancellation. Should the player wish to play again in this competition for his club he must complete new registration forms for the qualifying League Competition.
- vi. For all breaches of Rule 8b a club shall be fined in accordance with the Fines Tariff and have the tie awarded to their opponents if won. In the event of both teams in a match committing a breach leading to expulsion then a 'bye' shall take their place in the draw for the next round. Similarly, these penalties shall also apply where a player plays in this competition whilst serving a suspension or other such prohibition following disciplinary proceedings.
- s. In accordance with the Laws of the Game, the minimum number of Players that will constitute a Team for a Competition Match is 7. Failure to field a full team off 11 players in this competition will result in a fine in accordance with the Fines Tariff.
- t. A Club may, at its discretion and in accordance with the Laws of the Game, use 5 substitute players in any match in this Competition who may be selected from 5 players. A player who has been substituted himself becomes a substitute and may replace another player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.



- u. The referee shall be informed of the names of the substitute players before the start of a Competition Match and a player not so named may not take part in that Competition Match
- v. A player who has been named as a substitute before the start of the Competition Match but does not actually play in that game shall not be considered to have been a player in that Competition Match
- w. For the Semi-Finals and Final ties, competing clubs must send to each other and the Association, the full names of their intended playing squad seven clear days prior to the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- x. Any protest as to eligibility of players shall be lodged with the County Association at least three days prior to the date of the match.

# 9. Club Colours

- k. If, in the opinion of the referee, two Teams have the same or similar colour shirts, shorts or socks, the away Team shall make the change. Should a Team delay the scheduled time of kick off for a Competition Match by not having a change of colours they shall be fined in accordance with the Fines Tariff.
- 1. In the event of a colour clash in either the Semi Final or Final ties both teams shall change unless mutually agreed. Where no agreement can be struck and/or the main and change colours of both clubs are the same then the Association shall decide on the Club to change colours. Confirmation of the changes shall be sent by both Clubs to the Association. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.



- m. Goalkeepers must wear colours which distinguish them from all other Players and the Match Officials. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- n. No player, including a goalkeeper, shall be permitted to wear black or very dark coloured shirts. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- o. Shirts must be numbered and no two shirts shall have the same number, failing which a fine will be levied in accordance with the Fines Tariff.

# 10. Commencement of Competition, Conditions of Play, Times of Kick–Off, Postponements

- w. The dates of each round shall be fixed by the Association prior to the commencement of each season.
- x. The Competition shall be run on a knock-out principle. Byes as may be considered appropriate shall be granted or made at the discretion of the Association. Ties for rounds one and two shall be regionalised into Eastern and Western areas, thereafter the competition shall be open countywide. In each round, the Association shall make the draw and shall inform each of the clubs the name of the Club against which it is drawn and the date on which the tie is to be played. Each tie shall be played on the ground of the first drawn club.
- y. In all matches, the first charge on the gate is Referee fees and expenses. The home club shall make all arrangements and be entitled to the net Gate and is responsible for providing the ground without charge. In the event of a dispute the decision of the Association shall be binding on both parties



- z. The Secretary of the home Club must give notice in writing, by telephone or e-mail of full particulars of the location of, and access to, the ground and time of kick-off, to the match officials and the Secretary of the opposing Club at least five clear days prior to the playing of the match. The away Club shall seek and acknowledge receipt of such particulars. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- aa. i All matches prior to the Semi-Finals and Final shall start at 2.00pm. Where floodlights are available a later kick off may be arranged, or the fixture may be arranged in the 5 days preceding the scheduled fixture date. Any such change to the scheduled date and, or, time must be mutually agreed by both clubs and notified to the Association for approval within 7 days of the draw being made. Kick off times and venues for the Semi-Finals and Final shall be determined by the Association. The Referee and Clubs shall report all cases of late starts. Clubs failing to supply a satisfactory explanation shall be fined in accordance with the Fines Tariff. Where the late start is attributable to the referee then the referee shall be referred to the Referees Working Group.

viii.In the event of any match not being completed due to a late start the Club responsible for the late start shall replay the match on its opponents ground and shall not be entitled to any share of the gate receipts.

bb. All matches shall be of two equal periods of 45 minutes. In special circumstances, such as poor light and/or weather the referee and the two team captains may agree, before the start of play, to reduce the duration of the periods of play to not less than 35 minutes each way.



- cc. The half time interval shall be of 10 minutes' duration and may only be altered with the consent of the referee. It shall not exceed 15 minutes.
- dd. There shall be no replays. If the ties are level at the end of full time, extratime of 15 minutes each way shall be played. After extra-time, if the scores are still level the tie shall be decided by the taking of penalty kicks accordance with FIFA instructions.
- ee. If from any cause over which neither Club has control a match is not played to a conclusion, the match shall be replayed. In the event of any match not being played on the date arranged through the ground being declared unfit by the appointed match referee, or a more local referee nominated by him, the match shall be played on the following Saturday unless a prior date has been mutually agreed or unless otherwise decided by the Association. In the event of such postponement, the Home team must notify their opponents, the Association and the Referees Appointments Officer. The Association may, after two postponements or any postponement thereafter, order a fixture to be reversed or played at a neutral venue.
- ff. In case of replays being ordered for breach of Rules in rounds prior to the Semi Finals, the first charge on the gate shall be the Referee's expenses, then the expenses of the non-offending team. Any surplus shall be paid to the non-offending team.
- gg. Any Club failing to play on the appointed date without showing a good and sufficient cause shall be eliminated from the competition and fined in accordance with the Fines Tariff. The Club may also be subject to further penalties as determined by the Association.

#### 11. Reporting Results

i. All results are to be reported by SMS message to the Association Full-Time



system by no later than 6pm (10pm for evening matches) on the day of the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

j. After the conclusion of each competition match, the Secretary of each club shall

send to the Association within three days (Sundays excluded) the official form containing a list of players participating, the result of the match and a Club marking of the Referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

- k. Should a Club intentionally submit a wrong or false name, such Club shall be charged with misconduct and be dealt with as the Association may determine.
- 1. The Association shall arrange the checking of team sheets and report to the Club

or Clubs concerned any breaches discovered within four days of receipt of the team sheet.

# 12. Determining Competition Winners

a. i. When the Clubs have been reduced to four, two Semi-Finals shall be played

on neutral grounds to be fixed by the Association. The Semi-Finals may be played under floodlights. The Association is to make all arrangements, take all receipts and pay all expenses for the Semi-Finals.

ii. In the Semi Finals if the scores are level after 90 minutes extra time of 15 minutes each way shall be played. If the scores are still level the tie shall be decided by the taking of penalty kicks from the penalty mark as per FIFA instructions.



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

# 13. Match Officials

- o. Registered referees (and assistant referees where approved by the Association) shall be appointed in a manner approved by the Association for all Competition Matches.
- p. In the event of the non-appearance of the appointed referee the appointed senior assistant referee shall take charge and a substitute assistant referee appointed by the competing Teams. Individuals under the age of 16 must not participate either as a referee or assistant referee in any Competition Match.
- q. Where assistant referees are not appointed each Team shall provide a Club assistant referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- r. The appointed referee shall have power to decide as to the fitness of the Ground in all Competition Matches and that decision shall be final, subject to the determination of the Local Authority or the owners of a Ground, which must be accepted.



- s. Match Officials appointed under this Rule shall be paid a match fee, inclusive of travel expenses, in accordance with the Fees Tariff. Match Officials shall be paid their fees by the home Club immediately after the Competition Match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- t. In the event of a Competition Match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to half fee plus expenses. Where a Competition Match is not played owing to one Club being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee and expenses. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- u. A referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, is to be reported to the Association with which he or she is registered.



Schedule A –	Fees	and	Fines
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Fees Tariff		
Rule	Description	Fee
2	Entry fee	£50
4c	Appeal fee	£10
4g	Protest, claim or complaint fee	£10
13e	Referee Match Fee	£20
13e	Assistant Referee/Reserve Official Match Fee	£10

Fines Tariff		
Rule	Description	Fine
1c	Withdrawing from the competition without consent	£50
2	Failing to enter by 30 th June	£10
2	Failure to send entry fee with entry form	£10
3h	Failure to pay fines within 14 days	£10
5a	Failure to return the Cup by the prescribed date.	£25
5b	Failure to have the cup engraved (plus engraving costs)	£10
8b	Ineligible player (per player)	£25
8c	Less than 11 players - per player missing	£10
8g	Failing to submit semi-final or final playing squads	£25
9a,	Delaying the kick-off due to no change of kit	£10



9b,c,d	Kit offences	£10
& e		
10d	Failure to confirm fixture 5 days prior to the match	£10
10e(i)	Late kick-off	£10
10k	Failing to play a fixture	£50
11a	Late SMS notification of a result	£10
11b	Late or incomplete team sheet	£10
13	Failure to pay match officials	£25





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# Rules of the Womens Cup Competition Sponsored by MH Goals LTD Governance Rules

# 1. Name and Constitution

- m. The Competition shall be known as the Cornwall Women's Cup. For promotional, publicity and advertising purposes the name of the current competition sponsor may be added to the title.
- n. The first teams of all Women's Clubs affiliated to Cornwall Football Association shall compete in this competition
- No Club shall, without the consent of the County Association, be allowed to withdraw from the Competition. Any infringement of this rule will result in the Club being fined in accordance with the Fines Tariff.
- p. Matches in this competition shall take precedence over all competition matches of the Cornwall Women's Football League and the South West Women's Football League.

# 2. Entry Fee

All entries, accompanied by the appropriate entry fee as listed in the Fees Tariff, must be sent to the Association at the time of affiliation to the Association. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

# 3. Powers of Management

bb. The management of the competition shall be vested in the Association whose

members shall be elected in accordance with Rules and Regulations of the Cornwall County Football Association. They shall have powers to apply, act upon and enforce the Rules of the Competition and shall also have



jurisdiction over all matters affecting the Competition, including any not provided for in the Rules. Any action by the Association must be taken within 28 days of the Association being notified.

cc. The Association shall have the power to inflict fines upon Clubs in the case of breaches of the Rules, and if necessary to order matches to be replayed except where otherwise provided for.

dd. With the exception of Rule 3h, for all alleged breaches of a Rule the Association

shall issue a formal written charge to the Club concerned. The Club charged shall be given 7 days from the date of notification of the charge to reply. In such reply a Club may:

i. Accept the charge and submit in writing a case of mitigation for consideration

by the Association on the papers; or

ii. Accept the charge and notify that it wishes to put its case of mitigation at a

hearing before a Committee convened by the Association; or

iii. Deny the charge and submit in writing supporting evidence for consideration

by the Association on the papers; or

iv. Deny the charge and notify that it wishes to put its case of mitigation at a hearing before a Committee convened by the Association.

v. Accept the charge and pay, within 14 days from the date of notification, the fine imposed.



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



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

y. i. All questions of eligibility, qualification of Players or interpretations of the Rules

shall be referred to the Association.

- ii. Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Association unless a protest is lodged with the referee before the commencement of the Competition Match.
- z. Except in cases where the Association decides that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged with the Association within three days (excluding Sundays) of the Competition Match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Association. A member of the Association who is a member of any Club involved shall not be present (except as a witness or representative of his/her Club) when such protest or complaint is being determined.
- aa. No protest of whatever kind shall be considered by the Association unless the complaining Club shall have deposited with the Secretary a sum in accordance with the Fees Tariff. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Association shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the inquiry or to order that the costs to be shared by the parties.
- bb. i. All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.



- ii. All parties must have received 7 days' notice of the hearing should they be instructed to attend.
- iii. Should a Club elect to state its case in person then it should indicate such when forwarding the written response.

cc. The Association shall also have power to compel any party to the protest to pay such expenses as they may direct.

dd. Any appeal against a decision of the Association must be lodged with the Football

Association within 14 days of the posting of the written notification of the decision causing the appeal, accompanied by a fee as set out in the Football Association Handbook.

- ee. i. All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Association. The Clubs or Players protesting, appealing, claiming or complaining must send a copy of such protest, appeal, claim or complaint and deposit a fee (as set out in the Fees Tariff) which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Association.
  - All such protests, claims, complaints and appeals must be received in writing by the Association within fourteen days of the event or decision causing any of these to be submitted.
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Rules, as well as other matters in dispute, except where specifically provided for, shall be referred to the Association whose decision shall be final.

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

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

"We (A) ______ (name) and (B) ______ (name), the Chairman and Secretary of ______ FC (Limited), members of and representing the Club, having been declared winners of the Cornwall Women's Cup, and it having been delivered to us by Cornwall Football Association, do hereby on behalf of the Club jointly and severally agree to return the cup or trophy to the Cornwall Football Association on or before  $31^{st}$  January. If the cup or trophy is lost or damaged whilst under our care we agree to refund to the Cornwall Football Association, the amount of its current value or the cost of its thorough repair. Further, I confirm that adequate security provision and insurance by an approved Insurance Company or Broker is in place to cover the value of the cup at  $\pounds$ ____."

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

h. It is the Club's responsibility to ensure that the Cup is engraved accordingly and with continuity. Failure to comply will result in a fine in accordance with the Fines Tariff plus any expenses incurred by the Association in the recovery, repair, or engraving of the cup.



i. From the profits of the County Competitions the Association may in their absolute discretion make grants to the competing finalists.

#### 6. Alteration to Rules

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

# Match Related Rules

#### 7. Ground Regulations

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



on a Clubs Premises Licence as a drinking area. Any alcohol consumed in such an outside area, must be served in plastic containers.

#### 8. Qualification of Players

- y. The Competition shall open to all Contract and Non-Contract players who have attained the age of 16 years.
- z. The following player eligibility Rules shall apply:
  - In all rounds of this competition, a player shall be a registered member for the team competing in this competition, having registered with the League in which her team normally competes, and in accordance with their Rules, prior to playing and before 31st March in the current season.
  - ii. Teams in this competition shall not include more than TWO players in any one game who have taken part in two or more senior competition matches during the current season unless a period of 28 days has elapsed since they last played.
  - iii. A player may only play for ONE CLUB in this competition. Any player who is transferred from any club having made her initial appearance in this competition for that club shall be deemed 'cup-tied' and ineligible for her new or subsequent clubs. Should such a player return to the club which she originally represented in this competition she shall retain her eligibility to play for that club. It shall be the duty of all Clubs to notify the County Association in writing of any case in which this Rule is known to have been infringed. Failure to so notify shall be dealt with as the County Association may determine.
- iv. No player shall be eligible to participate in the Final of this Competition unless, during the current season, she has played in a



minimum of two competition matches for the participating team. In special circumstances, and with the consent of the Association, dispensation from the qualifying games may be granted in respect of a goalkeeper.

- v. A player with a written contract, having had her registration cancelled by the Football Association, ceases to be a registered member of that Club from the date of cancellation. The Club Secretary must at once notify the respective League Registration Secretary of the date of cancellation. Should the player wish to play again in this competition for her club she must complete new registration forms for the qualifying League Competition.
- vi. For all breaches of Rule 8b a club shall be fined in accordance with the Fines Tariff and have the tie awarded to their opponents if won. In the event of both teams in a match committing a breach leading to expulsion then a 'bye' shall take their place in the draw for the next round. Similarly, these penalties shall also apply where a player plays in this competition whilst serving a suspension or other such prohibition following disciplinary proceedings.
- aa. In accordance with the Laws of the Game, the minimum the minimum number of Players that will constitute a Team for a Competition Match is7. Failure to field a full team off 11 players in this competition will result in a fine in accordance with the Fines Tariff.
- bb. A Club may, at its discretion and in accordance with the Laws of the Game, use 5 substitute players in any match in this Competition who may be selected from 5 players. A player who has been substituted 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.



- cc. The referee shall be informed of the names of the substitute players before the start of a Competition Match and a player not so named may not take part in that Competition Match
- dd. A player who has been named as a substitute before the start of the Competition Match but does not actually play in that game shall not be considered to have been a player in that Competition Match
- ee. For the Semi-Finals and Final ties, competing clubs must send to each other and the Association, the full names of their intended playing squad seven clear days prior to the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- ff. Any protest as to eligibility of players shall be lodged with the County Association at least three days prior to the date of the match.

#### 9. Club Colours

- p. If, in the opinion of the referee, two Teams have the same or similar colour shirts, shorts or socks, the away Team shall make the change. Should a Team delay the scheduled time of kick off for a Competition Match by not having a change of colours they shall be fined in accordance with the Fines Tariff.
- q. In the event of a colour clash in either the Semi Final or Final ties both teams shall change unless mutually agreed. Where no agreement can be struck and/or the main and change colours of both clubs are the same then the Association shall decide on the Club to change colours. Confirmation of the changes shall be sent by both Clubs to the Association. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.



- r. Goalkeepers must wear colours which distinguish them from all other Players and the Match Officials. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- s. No player, including a goalkeeper, shall be permitted to wear black or very dark coloured shirts. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- t. Shirts must be numbered and no two shirts shall have the same number, failing which a fine will be levied in accordance with the Fines Tariff.

# 10. Commencement of Competition, Conditions of Play, Times of Kick–Off, Postponements

- hh. The dates of each round shall be fixed by the Association prior to the commencement of each season.
- ii. The Competition shall be run on a knock-out principle. Byes as may be considered appropriate shall be granted or made at the discretion of the Association. In each round, the Association shall make the draw and shall inform each of the clubs the name of the Club against which it is drawn and the date on which the tie is to be played. Each tie shall be played on the ground of the first drawn club.
- jj. In all matches, except the final, the first charge on the gate is the Referee and Assistant Referee's (if appointed) fees and expenses. Any balance or deficit from the gate money taken at the games shall be equally shared by the competing Clubs. In the event of a dispute the decision of the Association shall be binding on both parties.



- kk. The Secretary of the home Club must give notice in writing, by telephone or e-mail of full particulars of the location of, and access to, the ground and time of kick-off, to the match officials and the Secretary of the opposing Club at least five clear days prior to the playing of the match. The away Club shall seek and acknowledge receipt of such particulars. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- II. i All matches prior to the Final shall start at 2pm. Any change to the scheduled date and, or, time must be mutually agreed by both clubs and notified to the Association for approval within 7 days of the draw being made. The Referee and Clubs shall report all cases of late starts. Clubs failing to supply a satisfactory explanation shall be fined in accordance with the Fines Tariff. Where the late start is attributable to the referee then the referee shall be referred to the Referees Working Group.
  - x. In the event of any match not being completed due to a late start the Club responsible for the late start shall replay the match on its opponents ground and shall not be entitled to any share of the gate receipts.
- mm. All matches shall be of two equal periods of 45 minutes. In special circumstances, such as poor light and/or weather the referee and the two team captains may agree, before the start of play, to reduce the duration of the periods of play to not less than 35 minutes each way.
- nn. The half time interval shall be of 10 minutes' duration and may only be altered with the consent of the referee. It shall not exceed 15 minutes.



- oo. There shall be no replays. If the ties are level at the end of full time, extratime of 15 minutes each way shall be played. After extra-time, if the scores are still level the tie shall be decided by the taking of penalty kicks accordance with FIFA instructions.
- pp. If from any cause over which neither Club has control a match is not played to a conclusion, the match shall be replayed. In the event of any match not being played on the date arranged through the ground being declared unfit by the appointed match referee, or a more local referee nominated by him, the match shall be played the following week unless a prior date has been mutually agreed or unless otherwise decided by the Association. In the event of such postponement, the Home team must notify their opponents, the Association and the Referees Appointments Officer. The Association may, after two postponements or any postponement thereafter, order a fixture to be reversed or played at a neutral venue.
- qq. In case of replays being ordered for breach of Rules in rounds prior to the Final, the first charge on the gate shall be the Referee's expenses, then the expenses of the non-offending team. Any surplus shall be paid to the nonoffending team.
- rr. Any Club failing to play on the appointed date without showing a good and sufficient cause shall be eliminated from the competition and fined in accordance with the Fines Tariff. The Club may also be subject to further penalties as determined by the Association.

#### 11. Reporting Results

m. All results are to be reported by SMS message to the Association Full-Time system by no later than 6pm (10pm for evening matches) on the day of the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.



n. After the conclusion of each competition match, the Secretary of each club shall

send to the Association within three days (Sundays excluded) the official form containing a list of players participating, the result of the match and a Club marking of the Referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

o. Should a Club intentionally submit a wrong or false name, such Club shall be

charged with misconduct and be dealt with as the Association may determine.

p. The Association shall arrange the checking of team sheets and report to the Club

or Clubs concerned any breaches discovered within four days of receipt of the team sheet.

#### 12. Determining Competition Winners

a. i. When the Clubs have been reduced to four, two Semi-Finals shall be played.

These matches shall take place on the grounds of the clubs drawn first in each tie and shall be played to a conclusion on the day.

ii. If the scores are level after 90 minutes extra time of 15 minutes each way shall be played. If the scores are still level the tie shall be decided by the taking of penalty kicks from the penalty mark as per FIFA instructions.

iii. The Association shall pay all Match Official expenses for the Semi-Finals.



b. i. When the Clubs have been reduced to two they shall compete for the Cornwall

Women's Cup at a neutral venue on a date and time selected by the Association.

- ii. The Final shall be played to a conclusion on the day. If the scores are level after 90 minutes extra time of 15 minutes each way shall be played. If the scores are still level the tie shall be decided by the taking of penalty kicks from the penalty mark as per FIFA instructions.
- iii. The Association shall make all arrangements, take all receipts and pay all expenses for the Final.
- iv. A set of 16 Trophies shall be provided for each team in the Final.

#### 13. Match Officials

- v. Registered referees (and assistant referees where approved by the Association) shall be appointed in a manner approved by the Association for all Competition Matches.
- w. In the event of the non-appearance of the appointed referee the appointed senior assistant referee shall take charge and a substitute assistant referee appointed by the competing Teams. Individuals under the age of 16 must not participate either as a referee or assistant referee in any Competition Match.
- x. Where assistant referees are not appointed each Team shall provide a Club assistant referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.



- y. The appointed referee shall have power to decide as to the fitness of the Ground in all Competition Matches and that decision shall be final, subject to the determination of the Local Authority or the owners of a Ground, which must be accepted.
- z. i. Match Officials appointed under this Rule shall be paid a match fee, inclusive of travel expenses, in accordance with the Fees Tariff.
  - ii. Match Officials fees shall be paid in full by the home club in all rounds prior to the semi-finals.
  - xi. Match Official fees for the semi-finals are to be shared equally by both the home and away clubs.
  - xii. Match Officials shall be paid their fees and/or expenses by the home Club immediately after the Competition Match.
  - xiii. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- aa. In the event of a Competition Match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to half fee plus expenses. Where a Competition Match is not played owing to one Club being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee and expenses. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- bb. A referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, is to be reported to the Association with which he or she is registered.



Schedule A –	Fees	and	Fines
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Fees Tariff		
Rule	Description	Fee
2	Entry fee	£45
4c	Appeal fee	£10
4g	Protest, claim or complaint fee	£25
13e	Referee Match Fee	£20
13e	Assistant Referee/Reserve Official Match Fee	£10
13e	Officials flat fee (team of 3) for semi-finals	£50

Fines Tariff		
Rule	Description	Fine
1c	Withdrawing from the competition without consent	£50
2	Failing to enter by 30 th June	£10
2	Failure to send entry fee with entry form	£10
3h	Failure to pay fines within 14 days	£10
5a	Failure to return the Cup by the prescribed date.	£25
5b	Failure to have the cup engraved (plus engraving costs)	£10
8b	Ineligible player (per player)	£25
8c	Less than 11 players - per player missing	£10
8g	Failing to submit semi-final or final playing squads	£25



9a,	Delaying the kick-off due to no change of kit	£10
9b,c,d & e	Kit offences	£10
10d	Failure to confirm fixture 5 days prior to the match	£10
10e(i)	Late kick-off	£10
10k	Failing to play a fixture	£50
11a	Late SMS notification of a result	£10
11b	Late or incomplete team sheet	£10
13	Failure to pay match officials	£25



# Rules of the Sunday Cup Competition Sponsored by BlueFin Sport Governance Rules

#### 1. Name and Constitution

- q. The Competition shall be known as the Cornwall Sunday Cup. For promotional, publicity and advertising purposes the name of the current competition sponsor may be added to the title.
- r. The first teams of all Sunday Clubs affiliated to Cornwall Football Association shall compete in this competition. First teams from the Cornwall Veterans Football League shall also be invited to compete.
- s. No Club shall, without the consent of the County Association, be allowed to withdraw from the Competition. Any infringement of this rule will result in the Club being fined in accordance with the Fines Tariff.
- t. Matches in this competition shall take precedence over all competition matches of the Cornwall Sunday League and the Cornwall Veterans Football League.

#### 2. Entry Fee

All entries, accompanied by the appropriate entry fee as listed in the Fees Tariff, must be sent to the Association at the time of affiliation to the Association. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

#### 3. Powers of Management

kk. The management of the competition shall be vested in the Association whose

members shall be elected in accordance with Rules and Regulations of the Cornwall County Football Association. They shall have powers to apply,



act upon and enforce the Rules of the Competition and shall also have jurisdiction over all matters affecting the Competition, including any not provided for in the Rules. Any action by the Association must be taken within 28 days of the Association being notified.

II. The Association shall have the power to inflict fines upon Clubs in the case of breaches of the Rules, and if necessary to order matches to be replayed except where otherwise provided for.

mm. With the exception of Rule 3h, for all alleged breaches of a Rule the Association

shall issue a formal written charge to the Club concerned. The Club charged shall be given 7 days from the date of notification of the charge to reply. In such reply a Club may:

i. Accept the charge and submit in writing a case of mitigation for consideration

by the Association on the papers; or

ii. Accept the charge and notify that it wishes to put its case of mitigation at a

hearing before a Committee convened by the Association; or

iii. Deny the charge and submit in writing supporting evidence for consideration

by the Association on the papers; or

iv. Deny the charge and notify that it wishes to put its case of mitigation at a hearing before a Committee convened by the Association.



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



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

gg. i. All questions of eligibility, qualification of Players or interpretations of the Rules

shall be referred to the Association.

- ii. Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Association unless a protest is lodged with the referee before the commencement of the Competition Match.
- hh. Except in cases where the Association decides that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged with the Association within three days (excluding Sundays) of the Competition Match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Association. A member of the Association who is a member of any Club involved shall not be present (except as a witness or representative of his Club) when such protest or complaint is being determined.
- ii. No protest of whatever kind shall be considered by the Association unless the complaining Club shall have deposited with the Secretary a sum in accordance with the Fees Tariff. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Association shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the inquiry or to order that the costs to be shared by the parties.
- jj. i. All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.



- ii. All parties must have received 7 days' notice of the hearing should they be instructed to attend.
- iii. Should a Club elect to state its case in person then it should indicate such when forwarding the written response.

kk. The Association shall also have power to compel any party to the protest to pay such expenses as they may direct.

ll. Any appeal against a decision of the Association must be lodged with the Football

Association within 14 days of the posting of the written notification of the decision causing the appeal, accompanied by a fee as set out in the Football Association Handbook.

- mm. i. All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Association. The Clubs or Players protesting, appealing, claiming or complaining must send a copy of such protest, appeal, claim or complaint and deposit a fee (as set out in the Fees Tariff) which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Association.
  - ii. All such protests, claims, complaints and appeals must be received in writing by the Association within fourteen days of the event or decision causing any of these to be submitted.
- nn. All questions of eligibility, qualifications of players, interpretation of Competition



Rules, as well as other matters in dispute, except where specifically provided for, shall be referred to the Association whose decision shall be final.

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

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

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

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

j. It is the Club's responsibility to ensure that the Cup is engraved accordingly and with continuity. Failure to comply will result in a fine in accordance with the Fines Tariff plus any expenses incurred by the Association in the recovery, repair, or engraving of the cup.



k. From the profits of the County Competitions the Association may in their absolute discretion make grants to the competing finalists.

#### 6. Alteration to Rules

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



# Match Related Rules

#### 7. Ground Regulations

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

#### 8. Qualification of Players

- gg. The Competition shall open to all Contract and Non-Contract players who have attained the age of 16 years.
- hh. The following player eligibility Rules shall apply:
  - i. In all rounds of this competition, a player shall be a registered member for the team competing in this competition, having registered with the



League in which his team normally competes, and in accordance with their Rules, prior to playing and before  $31^{st}$  March in the current season.

- ii. In the case of a team which does not compete in a League but wishes to enter this competition, all players must be registered with the Association on the appropriate form two days prior to playing and before March 31st in the current season.
- iii. Teams in this competition shall not include more than TWO players in any one game who have taken part in two or more senior competition matches during the current season unless a period of 28 days has elapsed since they last played.
- iv. A player may only play for ONE CLUB in this competition. Any player who is transferred from any club having made his initial appearance in this competition for that club shall be deemed 'cup-tied' and ineligible for his new or subsequent clubs. Should such a player return to the club which he originally represented in this competition he shall retain his eligibility to play for that club. It shall be the duty of all Clubs to notify the County Association in writing of any case in which this Rule is known to have been infringed. Failure to so notify shall be dealt with as the County Association may determine.
- v. No player, except those who do not play in a League and register direct with the Association, shall be eligible to participate in the Final of this Competition unless, during the current season, he has played in a minimum of two competition matches for the participating team. In special circumstances, and with the consent of the Association, dispensation from the qualifying games may be granted in respect of a goalkeeper.



- vi. A player with a written contract, having had his registration cancelled by the Football Association, ceases to be a registered member of that Club from the date of cancellation. The Club Secretary must at once notify the respective League Registration Secretary of the date of cancellation. Should the player wish to play again in this competition for his club he must complete new registration forms for the qualifying League Competition.
- vii. For all breaches of Rule 8b a club shall be fined in accordance with the Fines Tariff and have the tie awarded to their opponents if won. In the event of both teams in a match committing a breach leading to expulsion then a 'bye' shall take their place in the draw for the next round. Similarly, these penalties shall also apply where a player plays in this competition whilst serving a suspension or other such prohibition following disciplinary proceedings.
- ii. In accordance with the Laws of the Game, the minimum the minimum number of Players that will constitute a Team for a Competition Match is7. Failure to field a full team off 11 players in this competition will result in a fine in accordance with the Fines Tariff.
- jj. A Club may, at its discretion and in accordance with the Laws of the Game, use 5 substitute players in any match in this Competition who may be selected from 5 players. A player who has been substituted himself becomes a substitute and may replace another player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.
- kk. The referee shall be informed of the names of the substitute players before the start of a Competition Match and a player not so named may not take part in that Competition Match



- II. A player who has been named as a substitute before the start of the Competition Match but does not actually play in that game shall not be considered to have been a player in that Competition Match
- mm. For the Semi-Finals and Final ties, competing clubs must send to each other and the Association, the full names of their intended playing squad seven clear days prior to the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- nn. Any protest as to eligibility of players shall be lodged with the County Association at least three days prior to the date of the match.

#### 9. Club Colours

- If, in the opinion of the referee, two Teams have the same or similar colour shirts, shorts or socks, the away Team shall make the change. Should a Team delay the scheduled time of kick off for a Competition Match by not having a change of colours they shall be fined in accordance with the Fines Tariff.
- v. In the event of a colour clash in either the Semi Final or Final ties both teams shall change unless mutually agreed. Where no agreement can be struck and/or the main and change colours of both clubs are the same then the Association shall decide on the Club to change colours. Confirmation of the changes shall be sent by both Clubs to the Association. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- w. Goalkeepers must wear colours which distinguish them from all other Players and the Match Officials. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.



- x. No player, including a goalkeeper, shall be permitted to wear black or very dark coloured shirts. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- y. Shirts must be numbered and no two shirts shall have the same number, failing which a fine will be levied in accordance with the Fines Tariff.

# 10. Commencement of Competition, Conditions of Play, Times of Kick–Off, Postponements

- ss. The dates of each round shall be fixed by the Association prior to the commencement of each season.
- tt. The Competition shall be run on a knock-out principle. Byes as may be considered appropriate shall be granted or made at the discretion of the Association. Ties for round one shall be regionalised into Eastern and Western areas, thereafter the competition shall be open countywide. In each round, the Association shall make the draw and shall inform each of the clubs the name of the Club against which it is drawn and the date on which the tie is to be played. Each tie shall be played on the ground of the first drawn club.
- uu. In all matches, the first charge on the gate is Referee fees and expenses. The home club shall make all arrangements and be entitled to the net Gate and is responsible for providing the ground without charge. In the event of a dispute the decision of the Association shall be binding on both parties
- vv. The Secretary of the home Club must give notice in writing, by telephone or e-mail of full particulars of the location of, and access to, the ground and time of kick-off, to the match officials and the Secretary of the opposing Club at least five clear days prior to the playing of the match. The away



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

- ww. i All matches prior to the Final shall start at 10.30am. Any change to the scheduled date and, or, time must be mutually agreed by both clubs and notified to the Association for approval within 7 days of the draw being made. The Referee and Clubs shall report all cases of late starts. Clubs failing to supply a satisfactory explanation shall be fined in accordance with the Fines Tariff. Where the late start is attributable to the referee then the referee shall be referred to the Referees Working Group.
  - xiv. In the event of any match not being completed due to a late start the Club responsible for the late start shall replay the match on its opponents ground and shall not be entitled to any share of the gate receipts.
- xx. All matches shall be of two equal periods of 45 minutes. In special circumstances, such as poor light and/or weather the referee and the two team captains may agree, before the start of play, to reduce the duration of the periods of play to not less than 35 minutes each way.
- yy. The half time interval shall be of 10 minutes' duration and may only be altered with the consent of the referee. It shall not exceed 15 minutes.
- zz. There shall be no replays. If the ties are level at the end of full time, extratime of 15 minutes each way shall be played. After extra-time, if the scores are still level the tie shall be decided by the taking of penalty kicks accordance with FIFA instructions.



- aaa. If from any cause over which neither Club has control a match is not played to a conclusion, the match shall be replayed. In the event of any match not being played on the date arranged through the ground being declared unfit by the appointed match referee, or a more local referee nominated by him, the match shall be played on the following Sunday unless a prior date has been mutually agreed or unless otherwise decided by the Association. In the event of such postponement, the Home team must notify their opponents, the Association and the Referees Appointments Officer. The Association may, after two postponements or any postponement thereafter, order a fixture to be reversed.
- bbb. In case of replays being ordered for breach of Rules in rounds prior to the Final, the first charge on the gate shall be the Referee's expenses, then the expenses of the non-offending team. Any surplus shall be paid to the non-offending team.
- ccc. Any Club failing to play on the appointed date without showing a good and sufficient cause shall be eliminated from the competition and fined in accordance with the Fines Tariff. The Club may also be subject to further penalties as determined by the Association.

#### 11. Reporting Results

a. All results are to be reported by SMS message to the Association Full-Time system by no later than 6pm on the day of the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

b. After the conclusion of each competition match, the Secretary of each club shall

send to the Association within three days (Sundays excluded) the official form containing a list of players participating, the result of the match and



a Club marking of the Referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

c. Should a Club intentionally submit a wrong or false name, such Club shall be charged with misconduct and be dealt with as the Association may determine.

d. The Association shall arrange the checking of team sheets and report to the Club

or Clubs concerned any breaches discovered within four days of receipt of the team sheet.

#### 12. Determining Competition Winners

a. i. When the Clubs have been reduced to four, two Semi-Finals shall be played.

These matches shall take place on the grounds of the clubs drawn first in each tie and shall be played to a conclusion on the day.

ii. If the scores are level after 90 minutes extra time of 15 minutes each way shall be played. If the scores are still level the tie shall be decided by the taking of penalty kicks from the penalty mark as per FIFA instructions.

iii. The Association shall pay all Match Official expenses for the Semi-Finals.

c. i. When the Clubs have been reduced to two they shall compete for the Cornwall

Sunday Cup at a neutral venue on a date and time selected by the Association.



ii. The Final shall be played to a conclusion on the day. If the scores are level

after 90 minutes extra time of 15 minutes each way shall be played. If the scores are still level the tie shall be decided by the taking of penalty kicks from the penalty mark as per FIFA instructions.

- iii. The Association shall make all arrangements, take all receipts and pay all expenses for the Final.
- xv. A set of 16 Trophies shall be provided for each team in the Final.

#### 13. Match Officials

- cc. Registered referees (and assistant referees where approved by the Association) shall be appointed in a manner approved by the Association for all Competition Matches.
- dd. In the event of the non-appearance of the appointed referee the appointed senior assistant referee shall take charge and a substitute assistant referee appointed by the competing Teams. Individuals under the age of 16 must not participate either as a referee or assistant referee in any Competition Match.
- ee. Where assistant referees are not appointed each Team shall provide a Club assistant referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- ff. The appointed referee shall have power to decide as to the fitness of the Ground in all Competition Matches and that decision shall be final, subject to the determination of the Local Authority or the owners of a Ground, which must be accepted.



gg. i. Match Officials appointed under this Rule shall be paid a match fee, inclusive of travel expenses, in accordance with the Fees Tariff.

ii. Match Officials fees shall be paid in full by the home club in all rounds prior to the semi-finals.

iii.Match Official fees for the semi-finals are to be shared equally by both the home and away clubs.

iv. Match Officials shall be paid their fees and/or expenses by the home Club immediately after the Competition Match.

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

- hh.In the event of a Competition Match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to half fee plus expenses. Where a Competition Match is not played owing to one Club being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee and expenses. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- ii. A referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, is to be reported to the Association with which he or she is registered.



Schedule A –	Fees	and	Fines
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Fees Tariff		
Rule	Description	Fee
2	Entry fee	£45
4c	Appeal fee	£10
4g	Protest, claim or complaint fee	£10
13e	Referee Match Fee	£20
13e	Assistant Referee/Reserve Official Match Fee	£10
13e	Officials flat fee (team of 3) for semi-finals	£50

Fines Tariff		
Rule	Description	Fine
1c	Withdrawing from the competition without consent	£50
2	Failing to enter by 30 th June	£10
2	Failure to send entry fee with entry form	£10
3h	Failure to pay fines within 14 days	£10
5a	Failure to return the Cup by the prescribed date.	£25
5b	Failure to have the cup engraved (plus engraving costs)	£10
7	Failing to provide evidence of insurance cover	£10
9b	Ineligible player (per player)	£25
9c	Less than 11 players - per player missing	£10



9g	Failing to submit semi-final or final playing squads	£25
10a,	Delaying the kick-off due to no change of kit	£10
10b,c,d	Kit offences	£10
& e		
11d	Failure to confirm fixture 5 days prior to the match	£10
11e(i)	Late kick-off	£10
11k	Failing to play a fixture	£50
12a	Late SMS notification of a result	£10
12b	Late or incomplete team sheet	£10
13f	Failure to pay match officials	£25

# Bluefin Sport



# **Rules of County Youth Competitions**

#### Governance Rules

- 1. Name and Constitution
- 2. Entry Fee
- 3. Powers of Management
- 4. Protests, Claims, Complaints and Appeals
- 5. Trophy Agreement to be Signed
- 6. Alteration to Rules

#### Match Related Rules

- 7. Ground Regulations
- 8. Qualification of Players
- 9. Club Colours

10. Commencement of Competition, Conditions of Play, Times of Kick–Off, Postponements

- 11. Reporting Results
- 12. Determining Competition Winners 11
- 13. Match Officials

Schedule  $\mathrm{A}-\mathrm{Fees}$  and  $\mathrm{Fines}$ 

### **Governance Rules**

#### 1. Name and Constitution

u. These rules shall apply equally to all County Youth Cup competitions. Whether or not a competition is named, for promotional, publicity and



advertising purposes the name of the current competition sponsor(s) may be added to the title.

- v. i. Entry into the Under 16 AH Luke Trophy and the Under 18 Rathbone Trophy is compulsory for all Youth Clubs with teams competing at these age groups affiliated to the Association.
  - ii. Entry into all other County Youth Competitions is optional. Each club shall inform the Association on or before the 31st August in the season in which the Club proposes to compete on the designated form and forward the appropriate entrance fee
- w. i. All entries for the Under 16 AH Luke Trophy and the Under 18 Rathbone

Trophy must be sent to the Association at the time of affiliation.

- ii. Entrants into other County Youth Competitions shall submit to the Association, on or before the 31st August the designated form suitably completed.
- d. Once entered, no Team shall, without the consent of the County Association, be allowed to withdraw from a Competition. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- e. Notwithstanding the requirements of the Standard Code Of Rules (Youth), matches in this competition shall take precedence over all competition matches of the Kernow Youth League, the East Cornwall Youth Football League the North Devon Youth League and the Devon Junior and Minor League.



#### 2. Entry Fee

- a. Entry fees as detailed in the Fees Tariff for the Under 16 AH Luke Trophy and the Under 18 Rathbone Trophy shall be sent to the Association at the time of affiliation.
- b. Entry fees as detailed in the Fees Tariff for other County Youth Competitions shall be sent to the Association with the entry form.
- c. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

#### 3. Powers of Management

tt. The management of the competition shall be vested in the Association whose

members shall be elected in accordance with Rules and Regulations of the Cornwall County Football Association. They shall have powers to apply, act upon and enforce the Rules of the Competition and shall also have jurisdiction over all matters affecting the Competition, including any not provided for in the Rules. Any action by the Association must be taken within 28 days of the Association being notified.

uu. The Association shall have the power to inflict fines upon Clubs in the case of breaches of the Rules, and if necessary to order matches to be replayed except where otherwise provided for.

vv. With the exception of Rule 3h, for all alleged breaches of a Rule the Association

shall issue a formal written charge to the Club concerned. The Club charged shall be given 7 days from the date of notification of the charge to reply. In such reply a Club may:



i. Accept the charge and submit in writing a case of mitigation for consideration

by the Association on the papers; or

ii. Accept the charge and notify that it wishes to put its case of mitigation at a

hearing before a Committee convened by the Association; or

iii. Deny the charge and submit in writing supporting evidence for consideration

by the Association on the papers; or

- iv. Deny the charge and notify that it wishes to put its case of mitigation at a hearing before a Committee convened by the Association.
- v. Accept the charge and pay, within 14 days from the date of notification, the fine imposed.
- ww. Where the Club charged fails to respond within 7 days, the Association shall determine the charge in such manner and upon such evidence as it considers appropriate.
- xx. Where required, hearings shall take place as soon as reasonably practicable following receipt of the reply of the Club as more fully set out above. Having considered the reply of the Club (whether in writing or at a hearing), the Association shall make its decision and, in the event that the charge is accepted or proven, decide on the appropriate penalty (with reference to the Fines Tariff where applicable).
- yy. The maximum fine for any breach of a Rule shall be £250 and, when setting any fine, the Association must ensure that the penalty is proportional to the offence, taking into account any mitigating circumstances.



- zz. No Participant under the age of 18 can be fined.
- aaa. Subject to a Club's right of appeal in accordance with Rule 4 below, all fines and charges must be paid within 14 days of the date of notification of the decision. Any Club failing to do so will be fined in accordance with the Fines Tariff. Further failure to pay the fine including the additional fine within a further 14 days will result in fixtures being withdrawn until such time as the outstanding fines are paid.
- bbb. The business of the Competition as determined by the Association may be transacted by electronic mail or facsimile.

## 4. Protests, Claims, Complaints and Appeals

oo. i. All questions of eligibility, qualification of Players or interpretations of the Rules shall be referred to the Association.

- ii. Objections relevant to the dimensions of the pitch, goals, flag posts or other facilities of the venue will not be entertained by the Association unless a protest is lodged with the referee before the commencement of the Competition Match.
- pp. Except in cases where the Association decides that there are special circumstances, protests and complaints (which must contain full particulars of the grounds upon which they are founded) must be lodged with the Association within three days (excluding Sundays) of the Competition Match or occurrence to which they refer. A protest or complaint shall not be withdrawn except by permission of the Association. A member of the Association who is a member of any Club involved shall not be present (except as a witness or representative of his Club) when such protest or complaint is being determined.



- qq. No protest of whatever kind shall be considered by the Association unless the complaining Club shall have deposited with the Secretary a sum in accordance with the Fees Tariff. This may be forfeited in whole or in part in the event of the complaining or protesting Club losing its case. The Association shall have power to order the defaulting Club or the Club making a losing or frivolous protest or complaint to pay the expenses of the inquiry or to order that the costs to be shared by the parties.
- rr. i. All parties to a protest or complaint must receive a copy of the submission and must be afforded an opportunity to make a statement at least 7 days prior to the protest or complaint being heard.
  - ii. All parties must have received 7 days' notice of the hearing should they be instructed to attend.
  - iii. Should a Club elect to state its case in person then it should indicate such when forwarding the written response.

ss. The Association shall also have power to compel any party to the protest to pay such expenses as they may direct.

tt. Any appeal against a decision of the Association must be lodged with the Football

Association within 14 days of the posting of the written notification of the decision causing the appeal, accompanied by a fee as set out in the Football Association Handbook.

uu. i. All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Association. The Clubs or Players protesting, appealing, claiming or complaining must send a copy of such protest, appeal, claim or



complaint and deposit a fee (as set out in the Fees Tariff) which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Association.

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

## 5. Trophy – Agreement to be Signed

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

"We (A) ______ (name) and (B) ______ (name), the Chairman and Secretary of ______ FC (Limited), members of and representing the Club, having been declared winners of the ______ Cup, and it having been delivered to us by Cornwall Football Association, do hereby on behalf of the Club jointly and severally agree to return the cup or trophy to the Cornwall Football Association on or before 31st January. If the cup or trophy is lost or damaged whilst under our care we agree to refund to the Cornwall Football Association, the amount of its current value or the cost of its thorough repair. Further, I confirm that adequate security provision and



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

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

## 6. Alteration to Rules

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

## Match Related Rules

## 7. Ground Regulations

- p. The Field of Play must conform to the requirements of the Laws of the Game. Goal nets must be used and both the goal and touch lines roped off where possible.
- q. When matches are played in grounds with a designated seated area for technical staff and substitutes a technical area that meets the requirements of The Laws of the Game must be marked. They are only to be occupied by the official team party of Team Manager, Assistant Manager/Coach, Medical Attendant and a maximum of five named



substitutes. All shall remain in the technical area with only the Medical Attendant, for treatment, and the substitutes, during substitution or warm-up, leaving the area during play.

- r. i. No person (except for trade deliveries) may take ANY alcohol into ANY ground prior to or during any match.
  - ii. Alcohol purchased inside a ground may ONLY be consumed inside the Clubhouse OR in a specifically designated, enclosed space, identified on a Clubs Premises Licence as a drinking area. Any alcohol consumed in such an outside area, must be served in plastic containers.

## 8. Qualification of Players

oo. The Competition shall be open to all Non-Contract players. All players must be eligible by age in accordance with the current season's Standard Code of Rules (Youth) for the respective competition.

pp. The following player eligibility Rules shall apply:

- i. In all rounds of this competition, a player shall be a registered member for the team competing in this competition, having registered with the League in which their team normally competes, and in accordance with their Rules, prior to playing and before 31st March in the current season.
- ii. A player may only play for ONE TEAM in this competition. Any player who is transferred from any team having made their initial appearance in this competition for that team shall be deemed 'cup-tied' and ineligible for their new or subsequent teams. Should such a player return to the team which they originally represented in this competition they shall retain their eligibility to play for that team. It shall be the duty of all Clubs to notify the County Association in



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

- iii. No player shall be eligible to participate in the Semi-Finals or Finals of the Competitions unless, during the current season, they have played in a minimum of one competition match for the participating team. A player who has been a registered member of a Team for the whole or current season, but has not played in the one requisite matches, may be permitted to play in the Semi-Final or Final providing that they have not played for any other Team, either in friendly or competitive matches during the said season. In special circumstances, and with the consent of the Association, dispensation from the qualifying games may be granted in respect of a goalkeeper.
- iv. Specific rules for player eligibility for the Girls Competitions may apply subject to the number of teams entering the competition. Any adaptations will be communicated to competing clubs when entries are confirmed.
- v. For all breaches of Rule 8b a club shall be fined in accordance with the Fines Tariff and have the tie awarded to their opponents if won. In the event of both teams in a match committing a breach leading to expulsion then a 'bye' shall take their place in the draw for the next round. Similarly, these penalties shall also apply where a player plays in this competition whilst serving a suspension or other such prohibition following disciplinary proceedings.
- qq. In accordance with the Laws of the Game, the minimum the minimum number of Players that will constitute a Team for a Competition Match is



7. Failure to field a full team off 11 players in this competition will result in a fine in accordance with the Fines Tariff.

- rr. A Club may, at its discretion and in accordance with the Laws of the Game, use 5 substitute players in any match in this Competition who may be selected from 5 players. A player who has been substituted himself becomes a substitute and may replace another player at any time subject to the substitution being carried out in accordance with Law 3 of the Laws of Association Football.
- ss. The referee shall be informed of the names of the substitute players before the start of a Competition Match and a player not so named may not take part in that Competition Match
- tt. A player who has been named as a substitute before the start of the Competition Match but does not actually play in that game shall not be considered to have been a player in that Competition Match
- uu. For the Semi-Finals and Final ties, competing clubs must send to each other and the Association, the full names of their intended playing squad seven clear days prior to the match. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- vv. Any protest as to eligibility of players shall be lodged with the County Association at least three days prior to the date of the match.

## 9. Club Colours

z. If, in the opinion of the referee, two Teams have the same or similar colour shirts, shorts or socks, the away Team shall make the change. Should a Team delay the scheduled time of kick off for a Competition Match by not having a change of colours they shall be fined in accordance with the Fines Tariff.



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

## 10. Commencement of Competition, Conditions of Play, Times of Kick–Off, Postponements

- ddd. The dates of each round shall be fixed by the Association prior to the commencement of each season.
- eee. The Competition shall be run on a knock-out principle. Byes as may be considered appropriate shall be granted or made at the discretion of the Association. In each round, the Association shall make the draw and shall inform each of the clubs the name of the Club against which it is drawn and the date on which the tie is to be played. Each tie shall be played on the ground of the first drawn club.



- fff. In all matches, the first charge on the gate is Referee fees and expenses. The home club shall make all arrangements and be entitled to the net Gate and is responsible for providing the ground without charge. In the event of a dispute the decision of the Association shall be binding on both parties
- ggg. The Secretary of the home Club must give notice in writing, by telephone or e-mail of full particulars of the location of, and access to, the ground and time of kick-off, to the match officials and the Secretary of the opposing Club at least five clear days prior to the playing of the match. The away Club shall seek and acknowledge receipt of such particulars. Any club failing to comply with this rule will be fined in accordance with the Fines Tariff.
- hhh. All matches prior to the Semi-Finals and Final shall start at i Where floodlights are available a later kick off may be 2.00pm. arranged, or the fixture may be arranged in the 5 days preceding the scheduled fixture date. Any such change to the scheduled date and, or, time must be mutually agreed by both clubs and notified to the Association for approval within 7 days of the draw being made. Kick off times and venues for the Semi-Finals and Final shall be determined by the Association. The Referee and Clubs shall report all cases of late starts. Clubs failing to supply a satisfactory explanation shall be fined in accordance with the Fines Tariff. Where the late start is attributable to the referee then the referee shall be referred to the **Referees Working Group.** 
  - xvi.In the event of any match not being completed due to a late start the Club responsible for the late start shall replay the match on its opponents ground and shall not be entitled to any share of the gate receipts.



- iii. All matches shall be of two equal periods as determined by the respective age group within the Standard Code Of Rules (Youth). In special circumstances, such as poor light and/or weather the referee and the two team captains may agree, before the start of play, to reduce the duration of the periods of play by 10 minutes in each half.
- jjj. The half time interval shall be of 10 minutes' duration and may only be altered with the consent of the referee. It shall not exceed 15 minutes.
- kkk. There shall be no replays. If the ties are level at the end of full time, extra-time of 15 minutes each way shall be played at u18 level and 10 minutes in all other age groups. After extra-time, if the scores are still level the tie shall be decided by the taking of penalty kicks accordance with FIFA instructions.
- Ill. If from any cause over which neither Club has control a match is not played to a conclusion, the match shall be replayed. In the event of any match not being played on the date arranged through the ground being declared unfit by the appointed match referee, or a more local referee nominated by the match referee, the match shall be played the following week unless a prior date has been mutually agreed or unless otherwise decided by the Association. In the event of such postponement, the Home team must notify their opponents, the Association and the Referees Appointments Officer. The Association may, after two postponements or any postponement thereafter, order a fixture to be reversed or played at a neutral venue.
- mmm. In case of replays being ordered for breach of Rules in rounds prior to the Semi Finals, the first charge on the gate shall be the Referee's expenses, then the expenses of the non-offending team. Any surplus shall be paid to the non-offending team.



nnn. Any Club failing to play on the appointed date without showing a good and sufficient cause shall be eliminated from the competition and fined in accordance with the Fines Tariff. The Club may also be subject to further penalties as determined by the Association.

## 11. Reporting Results

a. All results are to be reported by SMS message to the Association Full-Time system by no later than 6pm on the day of the match or 10pm for evening matches. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

b. After the conclusion of each competition match, the Secretary of each club shall

send to the Association within three days (Sundays excluded) the official form containing a list of players participating, the result of the match and a Club marking of the Referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

c. Should a Club intentionally submit a wrong or false name, such Club shall be charged with misconduct and be dealt with as the Association may determine.

d. The Association shall arrange the checking of team sheets and report to the Club

or Clubs concerned any breaches discovered within four days of receipt of the team sheet.

## 12. Determining Competition Winners

 a. i. When the Clubs have been reduced to four, two Semi-Finals shall be played on the ground of the first drawn club on dates to be fixed by the Association. The Semi-Finals may be played under floodlights.



- ii. In the Semi Finals if the scores are level full time extra time shall be played. If the scores are still level the tie shall be decided by the taking of penalty kicks from the penalty mark as per FIFA instructions.
- d. i. When the Clubs have been reduced to two they shall compete for the Cup at a neutral venue on a date and time selected by the Association.
  - ii. The Final shall be played to a conclusion on the day and may be played under floodlights. If the scores are level at full time extra time shall be played. If the scores are still level the tie shall be decided by the taking of penalty kicks from the penalty mark as per FIFA instructions.
  - iii. In all these matches the Association is to make all arrangements, take all receipts and pay all expenses.
  - xvii. A set of 16 Trophies shall be provided for each team in the Final.

## 13. Match Officials

- jj. Registered referees (and assistant referees where approved by the Association) shall be appointed in a manner approved by the Association for all Competition Matches.
- kk.In the event of the non-appearance of the appointed referee the appointed senior assistant referee shall take charge and a substitute assistant referee appointed by the competing Teams. Individuals under the age of 16 must not participate either as a referee or assistant referee in any Competition Match.



- II. Where assistant referees are not appointed each Team shall provide a Club assistant referee. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- mm. The appointed referee shall have power to decide as to the fitness of the Ground in all Competition Matches and that decision shall be final, subject to the determination of the Local Authority or the owners of a Ground, which must be accepted.
- nn. i. Match Officials appointed under this Rule shall be paid a flat fee to include travel expenses in accordance with the Fees Tariff.
  - ii. In the Luke and Rathbone Trophy Competitions Match Officials fees shall be paid in full by the home club in all rounds prior to the semifinals. Match Official fees for the semi-finals are to be shared equally by both the home and away clubs.
  - iii. In all other Youth Cup Competitions Match Officials fees are to be shared equally by both the home and away club.
  - iv. Match Officials shall be paid their fees and/or expenses by the home Club immediately after the Competition Match.
  - v. The Association shall pay all Match Official expenses for Finals.
  - vi. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.
- oo. In the event of a Competition Match not being played because of circumstances over which the Clubs have no control, the Match Officials, if present, shall be entitled to half fee plus expenses. Where a Competition



Match is not played owing to one Club being in default, that Club shall be ordered to pay the Match Officials, if they attend the Ground, their full fee and expenses. Failure to comply with this Rule will result in a fine in accordance with the Fines Tariff.

pp.A referee not keeping his or her engagement, and failing to give a satisfactory explanation as to their non-appearance, is to be reported to the Association with which he or she is registered.



Schedule A –	Fees	and	Fines
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Fees Tariff		
Rule	Description	Fee
2	Entry fee (Luke and Rathbone Cups only)	£25
4c	Appeal fee	£10
4g	Protest, claim or complaint fee	£10
14e	Referee Match Fee	£28
14e	Match Officials Semi-Final Fee (for team of 3)	£55
14e	Match Officials Semi-Final Fee (for team of 4)	£72

Fines Tariff		
Rule	Description	Fine
1c	Withdrawing from the competition without consent	£50
2	Failing to enter by 30 th June	£10
2	Failure to send entry fee with entry form	£10
3h	Failure to pay fines within 14 days	£10
5a	Failure to return the Cup by the prescribed date.	£25
5b	Failure to have the cup engraved (plus engraving costs)	£10
8b	Ineligible player (per player)	£25
8c	Less than 11 players - per player missing	£10
8g	Failing to submit semi-final or final playing squads	£25



9a,	Delaying the kick-off due to no change of kit	£10
9b,c,d	Kit offences	£10
& e		
10d	Failure to confirm fixture 5 days prior to the match	£10
10e(i)	Late kick-off	£10
10k	Failing to play a fixture	£50
11a	Late SMS notification of a result	£10
11b	Late or incomplete team sheet	£10



## Section 3 Index

Section 3 Index
Guidance For Club Welfare Officers
<u>1. Whole Game System</u> 199
2. Clubs with Multiple Youth Teams:
<u>3. Whistle Blowing Procedure</u>
<u>4. Appointing a Welfare Officer</u>
Welfare Officers' Roles and Responsibilities
Welfare Code of Conduct
Guidance for Adult Clubs with U18 Players
The Association's Safeguarding Children Policy
The Association's Safeguarding Children Regulations
<u>1. General</u>
2. The Association's Safeguarding Process
3. Interim Orders
Determination Following Any Order Made Pursuant to Statute Barring or
Restricting Involvement With Children
Order Following Conviction or Caution
Order Following Risk Assessment
Exceptional Material
Other Orders Available Following Risk Assessment
Discretion to Refer to the Safeguarding Panel
Right of Appeal
Written Material
The Football Association's Safeguarding Adults at Risk Policy
Definitions
<u>Policy</u>
The Association's Safeguarding Adults at Risk Regulations
1. General
2. Adults at Risk Definition
4.     Interim Orders
<u>Determination Following Any Order Made Pursuant to Statute Barring or</u>
Restricting Involvement With Adults at Risk



	Order Following Risk Assessment	235
	Exceptional Material	237
	Other Orders Available Following Risk Assessment	239
	Supervision Orders	239
	Discretion to Refer to the Safeguarding Review Panel	239
	Right of Appeal	240
	Written Material	240
Res	p <u>ect</u>	241
	Respect – Adult Players (Code of Conduct)	040
	<u>nespect – Addit i layers (Odde of Conduct)</u>	242
	<u>Respect – Coaches, Team Managers and Club Officials (Code of Conduct)</u>	
		243
	<u>Respect – Coaches, Team Managers and Club Officials (Code of Conduct)</u>	243 $244$
	<u>Respect – Coaches, Team Managers and Club Officials (Code of Conduct)</u> <u>Respect – Young Players (Code of Conduct)</u>	243 244 245
The	Respect – Coaches, Team Managers and Club Officials (Code of Conduct)         Respect – Young Players (Code of Conduct)         Respect – Spectators and Parents/Carers (Code of Conduct)	243 244 245 246



## **Guidance For Club Welfare Officers**

All clubs and Leagues with youth teams (under 18) teams are required to have in place a qualified Club Welfare Officer (CWO).

## 1. Whole Game System

One of the key roles of the CWO is to ensure that all coaches and assistants who are working with young children in their club have all the relevant safeguarding qualifications including an in date DBS (CRC) check. The Whole Game Portal can be accessed by all CWOs allowing them to view their club officials and coaches safeguarding qualifications and CRC status. To log on to the Whole Game Portal please go to: <u>https://wholegame.thefa.com</u>.

CWO's are supported in their role by the following resources:

• The Safeguarding section of the Cornwall FA website:

http://www.cornwallfa.com/about/rules-and-regulations/safeguarding-andwelfare

- The Safeguarding section of the FA website: <u>http://www.thefa.com/football-</u> <u>rules-governance/safeguarding</u> CWO's are encouraged to make use of the 'Best Practice Guidance' on the downloads page, it provides advice on many aspects of youth football from using a club Facebook page, to taking players on tour, gaining consent from parents/carers regarding taking photographs etc
- Full directory of downloads available on the FA website at; <u>http://www.thefa.com/football-rules-governance/safeguarding/section-11-</u> <u>the-complete-downloads-directory</u>

## 2. Clubs with Multiple Youth Teams:

The FA recommends that large and expanding clubs consider recruiting additional CWOs to share the workload and increase the visibility and awareness of



safeguarding at their club. As an example clubs might want to have a separate CWO responsible for the boys and girls teams; or CWO's for different age groups.

For all Safeguarding Queries please contact:

**Claire Summers-Evans-** Designated Safeguarding Officer Email: <u>claire.summers-evans@cornwallfa.com</u> Direct Dial: 01208 262989 Mobile: 07533 953351



## 3. Whistle Blowing Procedure

## WHAT IS WHISTLEBLOWING?

Whistle-blowing can be used as an early warning system, or when it's recognised that appropriate actions have not been taken. The FA seeks to do everything it can to support a safe and enjoyable framework for football., this means, if standards ever fall short with poor practice or unacceptable behaviour, there's a framework in place to make sure we can deal with it. By reporting a concern you can help us make sure that the youth game stays safe and strong.

### WHAT TO DO ....

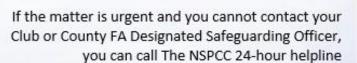
Anyone who has a concern about the welfare of a child or the behaviour of an adult towards a child or young person under 18 years of age in football, is required to report it. Please see overleaf on how to report a concern.

Referring a concern can be done via your Club and League Welfare Officer or you can contact:

Claire Summers-Evans Cornwall FA Designated Safeguarding Officer 01208 262989 or 07533 953351 claire.summers-evans@cornwallfa.com







NSPCC 0808 800 5000 help@nspcc.org.uk



0808 800 5000

hein@nspcc.org.uk

### 4. Appointing a Welfare Officer

## **APPOINTING A WELFARE OFFICER**

#### Safeguarding children is everyone's responsibility.

However, having a Welfare Officer in place ensures there is someone who actively champions safeguarding.

#### THE ROLE:

With the support of the committee, the Welfare Officer should:

- Review current practices;
- Promote safeguarding awareness and training;
- Promote a culture of listening to children;
- Ensure compliance with safer recruitment practices including DBS Checks.

#### THE REQUIREMENT:

Every club and league which runs under-18 teams must have a Welfare Officer who has:

- An 'accepted' DBS check via The FA CRB Unit;
- Completed The FA's Safeguarding
   Children workshop;
- Completed The FA's Welfare
   Officer workshop.
- There is a Welfare Officer Code of Conduct. Every appointed Welfare Officer is required to sign up and adhere to. To read the code, see Guidance Notes 5.2: Welfare Officers' Code of Conduct.

#### THE TYPE OF PERSON:

The type of person who makes a good Welfare Officer is someone who:

- Always puts children's welfare first;
- Is a good communicator;
- Has a common-sense approach;
- Is willing to learn and seek advice;
- Is over the age of 18.

It is essential that a Welfare Officer is approachable, has a child-centred approach and the ability to maintain this perspective when carrying out their role.



- Make it known that you wish to appoint a Welfare Officer onto your committee;
- Provide clear information about the role. See Guidance Notes 5.3: Welfare Officers' Roles and Responsibilities.
- Advertise the role on your website and via any regular communications you have;
- Ask if anyone involved with your club/ league has any professional child protection expertise. E.g. you may have a member who is or was a police officer, teacher, youth worker or social worker that might be willing to take on the role;
- Ensure you have a fair and open recruitment process in line with your constitution.

#### Before you appoint

Ensure you have considered their appropriateness for this role by checking them against The FA's 'Safeguarding Children – Person Specification and Suitability Checklist'.



#### 1. PERSON SPECIFICATION Essential:

- Essentia
- Experience of dealing or working with young people;
- Knowledge and understanding of safeguarding children issues¹;
- A good communicator in a variety of situations with people from diverse backgrounds;
- Committed to and ability to promote safeguarding children;
- Empathy when dealing with individuals, sometimes in demanding situations;
- Ability to listen and assess situations fairly;
- Ability to handle confidential information sensitively and with integrity;
- Reasonable level of administration experience and how to deal with confidential documentation;
- Regular access to the internet.

#### Desirable

- Knowledge and understanding of grassroots football;
- Experience in using IT systems;
- Committed to promoting
   The FA Respect programme.

#### 2. SUITABILITY CHECKLIST Essential:

- Willing and able to provide relevant references;
- Previous experience of dealing or working with children;
- Knowledge of and positive attitudes to equal opportunities;
   Commitment to treat all children as
- individuals and with equal concern;
  Physical health appropriate to carry
- out tasks;
- Integrity and flexibility;
  At least 18 years of age;
- Completion of The FA DBS Enhanced Disclosure process and acceptance by The FA of the outcome²;
- Understanding of the need for
- confidentiality when dealing with issues; Reasonable level of administration
- experience and how to deal with confidential documentation;
- Completion of The FA's Safeguarding Children and Welfare Officer Workshop;
- Willingness to update skills and knowledge and attend in-service training facilitated by The FA or the local County FA.



#### Desirable:

- Knowledge of child protection issues;
- Knowledge of safeguarding children legislation;
- Relevant football knowledge/ understanding.

#### Important:

If anyone is known to be unsuitable to work with children his/her application should be refused. If in doubt about an applicant contact your County FA Designated Safeguarding Officer (CFA DSO).

Click here for a full list of County FA key contacts.

² Some people with a history of offending can still be considered for this role. To find out more, see Guidance Notes: 3.7 FA Disclosure and Barring Checks – FAQs, email <u>FAChecks@TheFA.com</u> or call 0845 210 8080 (option 1). Also see Guidance Notes 3.8: Recruiting Ex-offenders.



202

### Welfare Officers' Roles and Responsibilities

## WELFARE OFFICERS' ROLES AND RESPONSIBILITIES

#### Safeguarding is everyone's responsibility.

But as a Welfare Officer you are key, along with the committee, to ensure safeguards are in place at your club/league.

There are resources available to assist you and a Welfare Officer network for you to gain advice.

Your County FA Designated Safeguarding Officer (CFA DSO) will be able to offer further advice and guidance.

The headings and bullet points below outline your role and responsibilities.

#### THE START POINTS:

Ensure:

- There is a safeguarding children policy, anti-bullying policy and equality policy in place;
- Those who hold official roles eligible for an FA DBS check have one that is in-date;
   Ensure concerns are dealt with swiftly
- Officials, players and parents know who their club Welfare Officer is and what the role of the Welfare Officer is;
- There are responsible recruitment processes which include the takingup of references.

### When raising safeguarding awareness, always:

- Promote The FA's Safeguarding training among coaches/managers, first-aiders, referees and parents/carers;
- Ensure committee members complete the free online FA 'Safeguarding for Committee Members' course;
- Encourage young leaders to complete The FA's online 'Introduction to Safeguarding'. Click here to go to Section 4 (Safeguarding Training) of the safeguarding pages on <u>TheFA.com</u> for a link to the online course.

To create a positive and safe environment:

- Familiarise yourself with and make use of The FA's safeguarding children bestpractice guidance. See 'The Complete Directory' of <u>TheFA.com</u>'s safeguarding section for all relevant guidance notes;
- Sign up to The FA Charter Standard programme;
- Sign up to The FA's Respect Programme and its Codes of Conduct;
- Hold parent/carer information sessions;
- Develop a club welcome pack for new starters;
- Have a clear and accessible complaints process;
- Ensure you consistently deal with poor practice concerns in line with club policy and procedures.

Note: The above are suggestions, not an exhaustive list.

#### THE COMMITMENT:

#### You should always:

- Work collaboratively with your CFA DSO;
  Attend committee meetings, ensuring
  - safeguarding is a regular agenda item;
- Work proactively with your local welfare officer network(s) and attend network meetings;

Give children and young people a voice.
 When reporting safeguarding

- concerns, always: • Ensure everyone has access to your safeguarding policy and reporting procedures;
  - Ensure concerns are dealt with swiftly and in line with The FA's safeguarding policy;
- Seek advice from your CFA DSO when necessary;
- Use The FA's Referral Form to report safeguarding concerns (see Guidance Notes 2.2 Safeguarding Referral Form – Affiliated Football).

When monitoring and reviewing, always:

- Ensure compliance with Enhanced
   DBS checks via The FAs online 'Whole
   Game System';
- Track repeated incidents of poor behaviour and liaise with your committee and where necessary your league and/or County FA.

#### THE 'WELFARE OFFICER CODE OF CONDUCT':

It's critical you are familiar with the Code of Conduct and ensure you adhere to it. To remind yourself of the Code, see Guidance Notes 5.2: Welfare Officers' Code of Conduct.

#### FOR FURTHER INFORMATION

If you need any further advice or information please contact your County FA DSO who will be happy to help you. <u>Click here</u> for a list of all key County FA contacts, including County FA DSOs.







## WELFARE OFFICERS' CODE OF CONDUCT

#### Safeguarding is everyone's responsibility.

But as a Welfare Officer you are key, along with the committee, to ensure safeguards are in place at your club/league.

This is a position of influence and it's important we all have a positive and proactive approach to safeguarding across football.

To guide both consistency and appropriateness The FA has developed a Code of Conduct to which all Welfare Officers are required to sign up and adhere.

#### THE CODE:

In taking up the position of Welfare Officer you are agreeing with this Code of Conduct and will accept that within the role of Welfare Officer you will:

- Be child-centred at all times and promote a fun, safe environment for children and young people;
- Follow all The FA's policies and in particular procedures for reporting safeguarding concerns, including discrimination;
- Act appropriately in all situations brought to your attention;
- Champion best practice within your club/league;

By agreeing to hold the post of Welfare Officer, you understand that if you do not follow the above Code any/all of the following actions may be undertaken by your club, league, County FA or The FA (this is not an exhaustive list). You could be:

- Required to meet with the club/league committee, Youth League Welfare Officer (YLWO) or CFA DSO;
- Required to follow an action plan monitored by the YLWO/CFA DSO;
- Required to complete a relevant FA education course;
- Suspended by the club/league;
- Fined or suspended by the CFA;
- Required to leave the club/league;
- Removed from role by the club/league, CFA/The FA.

On appointment you agree to uphold the 'Code of Conduct for Welfare Officers' and understand the actions that may be taken should you fail to act in accordance with the Code.

You also confirm that you meet the criteria outlined within The FA's 'Suitability Checklist for Welfare Officers'. The checklist is contained with **Guidance Notes 5.1: Appointing a Welfare Officer**.

Communicate and positively engage with the County FA Designated Safeguarding Officer (CFA DSO) on all poor practice/safeguarding matters brought to the attention of County FA/ The FA;

- Attend meetings as reasonably required by your committee, league and County FA;
- Manage and deal with poor practice issues in an appropriate and timely manner;
- Ensure appropriate levels of confidentiality and data security are maintained at all times;
- Implement and manage a responsible recruitment process in line with The FA's policy and procedures;
- Attend Continued Personal Development (CPD) opportunities as offered by your County FA or The FA and show a commitment to keeping your training and qualifications up to date.



#### MORE INFORMATION ON APPOINTING A WELFARE OFFICER

If you need any further advice or information please contact your County FA Welfare Officer who will be happy to help you. More information about the role of the Welfare Officer is available on www.thefa.com/football-rules-governance/safeguarding and clicking on Welfare Officer FAQs under the Welfare Officer section and also on the Respect pages under 'My Role' simply click on Welfare Officer.

1. This can be gained through The Association's Safeguarding Children Education Programme; see www.thefa.com/football-rules-governance/safeguarding for further information or speak to your County FA Welfare Officer.

2. The Association's Policy on CRCs has been amended in light of the Safeguarding Vulnerable Groups Act 2006 and the Protection of

Freedoms Act 2012.For more information please visit www.thefa.com/football-rulesgovernance/safeguarding/criminal-records-checks or e-mail FAchecks@thefa.com or call 0845 210 8080.

Some people with a history of offending can still be considered for role in football that involve children. For more information please visit; www.thefa.com/football-rules-governance/safeguarding/criminal-records-checks or e-mail FAchecks@thefa.com or call 0845 210 8080.

The Association reserves the right to prevent an individual from becoming a Welfare Officer or remaining as a Welfare Officer where it deems the individual does not meet the suitability criteria, or it reasonably believes there is another compelling reason why that individual is not suitable



## Guidance for Adult Clubs with U18 Players

Open aged clubs with 16/17 year old players must ensure that measures are put in place at their club to ensure they are safeguarded. Measures to include:

- All coaches/managers and physios to be named and added to the Whole Game System
- All coaches/managers and physios to undertake an FA DBS check
- All coaches/managers and physios to complete the free Safeguarding for All online course
- Clubs to Adopt and adhere to the FA's Safeguarding Children Policy
- Young players to be issued with the Understanding Your Rights leaflet







## Cornwall FA Guidance Equal Playing Time in Youth Football

When considering "equal playing time" there are two important things to remember:

### Why Children Play

They play because it is FUN, but the fun is in the playing. It is most fun for those who play the most and not so much fun if the child is denied the opportunity to play in matches.

### The Coach's Purpose

The role of the coach is fundamentally to provide an opportunity for children to have a positive experience. For most players, many of their positive experiences revolve around their playing time. Many of the challenges involved in the "equal playing time" debate can be lessened by the development of a club or coach philosophy which clearly defines the club/coach philosophical position and intentions and can be further underpinned by using codes of conduct which communicate club/coach philosophy in terms of allocation of playing time and can manage expectations for how players get game time.

# Here are ten reasons why Cornwall FA considers that equal playing time is the best strategy for player development.

### 1) Maximises long term player development

Without access to playing time, quality coaching or experiencing critical game situations (such as playing against special teams or cup semis/finals), players who started playing late or are temporarily behind their peers in terms of physical or mental development are less likely to improve. These same players may actually have more long term potential if provided with the same opportunities to develop.

### 2) Development v Winning

Why do some coaches persist in playing their "best" players all the time and ignoring the needs of their new or not-so-skilled players? There is only one answer: they want to win matches so much that they dare not take a risk with a player who might make a mistake and cost the team a goal. If a coach is focused on providing equal playing time, they can't be equally focussed on the score and winning. The coach can have this in his/her peripheral vision but instead should be more focussed on game/skill development.



### 3) Fun increases motivation

The number one reason children play sports is to have fun. Enjoying playing football is the main reason children work hard in practice and spend their free time playing and practicing on his/her own. Not playing isn't fun and can result in children who are less motivated to not improve, have less fun and who may choose to quit.

### 4) Social/psychological well-being of the players

What is the effect on the self-esteem of a player who starts as a substitute and only plays a couple of minutes every week? Are they adversely affected by being openly acknowledged as less able in terms of their social standing amongst their friends and peers? As coaches we have a duty to consider the effect that our actions have in the child's development in a wider sense and to be accountable for the part we play in it.

### 5) Builds confidence and resilience

From a small child to the world's greatest athlete, those who are confident are confident because they have attempted a skill or taken thousands of shots, tried and failed many times in a supported environment, then tried again and got it right. This is a valuable life lesson and only by exposure to opportunity can the child benefit.

### 6) Enhances Teamwork

When players feel that everyone is an important part of the team and are treated fairly, they are more likely to focus on working together. When teamwork improves, players are more likely to make friends, have fun during training and matches, and the team will have a better chance of experiencing success.

### 7) Players develop at different ages

How do we know which players aged, 7, 10, or 12, will be the best player aged 21? The reality is we have no idea who has the potential to be the special player. Children that excel now won't necessarily still be a shining star four years from now. All players develop at their own pace. Coaches should allow them to make mistakes and learn the game, without a dependence on the final score. It also may make sense to rotate positions so that the players have varied game positional experience which adds to their ever growing game understanding. It also stops us from stereotyping player attributes to positions e.g. a player is tall so they might be a centre back or someone who is quick so let's play him/her in a wide position. This fails to account for the fact that an early developer might be tall for their age but eventually, at age 21 are not tall comparatively and are stuck with their formative football experience in a position which does not eventually suit them.

### 8) Improve relationships between coaches and parents

One of the most common causes of disagreements between coaches and parents is the subject of playing time. By providing players with equal opportunities to play, coaches set the stage for more positive





relationships with parents. Parents want to see their child in the game, and when they don't, it hurts. Lack of playing time can cause frustration directed at coaches, and children on the car ride home.

### 9) Minimise drop out

Sadly, a high percentage of children who play football stop playing the game before they get to the age of 15. A recent study found the top five reasons for the high dropout rate were:

- Lack of playing time
- Overemphasis on winning
- Other activities are more interesting
- Lack of fun
- Coaching/adult behaviours

### 10) Minimise fatigue

When teams fail to rotate players, the top players potentially could be fatigued by the end of the game and the lesser skilled players could be cold, stiff and have less game experience.

Interestingly in the professional game academies are governed by rules and regulations of the Elite Player Performance Plan (EPPP) in which clubs are obliged to evidence that all squad members must play at least 50% of games. This is clear recognition of the need to allow development of players holistically in their own time. The job of the clubs and the coaches is to provide the developmental platform. In the grassroots game some clubs have adopted the following policy:

Coaches and Managers of Under 6 to Under 11 teams must ensure that all players receive equal playing time for each and every game. The only exception is where a player is injured or does not want to play for whatever reason.

Coaches and Managers of Under 12 to Under 16 teams must ensure that all players receive equal playing time over the entire season. These age groups differ from the younger players because in some games, due to the superiority of the opposition, one or two players may struggle to compete which could lead to a loss of confidence or, worse still, a risk of injury. This may cause the coach to give greater playing time to some players for these games with the time being made-up for the others against weaker opposition.

What is most important is that whatever policy or philosophy a coach or a club adopts, that it is clear, transparent and consistent so that all involved understand their roles and responsibilities.

### Further information:

Join the England DNA Foundation phase (follow the link below).

http://www.thefa.com/news/2017/12/05/14/28/its-in-the-dna-coaches-praise-england-dna-foundationphase-resource-051217

Further information is available by following the link to a variety of podcasts below:

https://itunes.apple.com/gb/podcast/liverpool-fa-podcast/id1304637859?mt=2





## 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 illtreatment 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 suitability of individuals to be involved with children in football.

In assessing that suitability, children's welfare is the paramount consideration.

Towards this, The Association has the power under the Safeguarding Children Regulations to issue an order where any one or more of the following applies:

(i) The individual fails to comply with any part of The Association's Criminal Records Check (CRC) process;

(ii) The individual has been barred by the Independent Safeguarding
 Authority (ISA) or the Disclosure and Barring Service (DBS) from engaging in
 regulated activity relating to children;

(iii) The individual has been disqualified from working with children under the Criminal Justice and Court Services Act 2000;

(iv) The individual is subject to any other restriction on their involvement with children not within (ii) or (iii) made pursuant to statute;

(v) The individual has been convicted of, or made the subject of a caution for, an "Offence" defined in Regulation 1.1; or

(vi) Following a risk assessment, The Association is satisfied that the individual poses or may pose a risk of harm to children; 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.

## 1. General

1.1 In these Regulations the expression "Offence" shall mean any one or more of the offences contained in the Schedules of the Criminal Justice and Court Services Act 2000 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to a child or children.

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.

## 2. 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 RegulatedActivity 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.

## 3. Interim Orders

3. Upon receipt by The Association of:

3.1 Notification that an individual has been charged with an Offence;

3.2 Notification that an individual is the subject of an investigation by the Police, Children's Services or any other authority relating to an Offence; or

3.3 Any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to a child or children, The Association shall have the power to make any interim order including, but not limited to, issuing an interim suspension order suspending the individual from all or any specific football activity for such a period and on such terms and conditions as it considers appropriate. Interim orders shall be issued by the Case Manager, who shall provide the individual with written notification of the interim order, the reason(s) for its imposition and of the right of appeal pursuant to Regulation 6.

4.1 In determining whether an order under Regulation 3 should be made, the Case Manager shall give consideration, inter alia, to the following factors:

4.1.1 Whether a child is or children are or may be at risk of harm;



4.1.2  $\,$  Whether the matters are of a serious nature; and/or  $\,$ 

4.1.3 Whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded having regard to the need for any suspension order to be proportionate.

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.

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

13.1 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,

# Order Following Conviction or Caution

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.

# **Order Following Risk Assessment**

15. In addition to The Association's powers under Regulations 2.6, 3, 13 and 14 the Safeguarding Review Panel shall have the power to make any order that it considers appropriate, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate, if it is satisfied that the individual poses or may pose a risk of harm to a child or children 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.

16. Cases may be referred to the Safeguarding Review Panel in order to seek an order under Regulation 15 by the Case Manager where the Case Manager has reasonable cause to suspect that there are grounds for concern about an individual's continued participation in football activity involving a child or children.

17. The Case Manager shall reach this decision on the basis of a risk assessment of that individual's suitability for such participation. This risk assessment may be in such form and prepared by any person, as the Case Manager, at his/her discretion, considers appropriate.

18. Before a referral is made under Regulation 16, the 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 any order under Regulation 15.

20. Following the receipt of the reply and/or other written material from the individual, or the expiry of the 14 day period if no reply is received, the Case Manager may:

20.1 Decide that no further action is currently required as there are no longer grounds for a referral under Regulation 16;

20.2 Make any such further inquiries as he or she considers appropriate in light of any matters raised by the individual in response to the written notification; or

20.3 Refer the case to the Safeguarding Review Panel under Regulation

21. Where further inquiries are made by the Case Manager, any written material arising from those inquiries may only be relied on by the Case Manager in applying for any order under Regulation 15 if that written material has been sent to the individual and he or she has had 14 days to reply to it, save for any exceptional material dealt with under Regulation 24. If the written material is relied upon, any response by the individual must also be considered by the Safeguarding Review Panel.

22. The Safeguarding Review Panel shall determine all procedural matters for the conduct of a case referred to it under Regulation 16. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the case shall be considered on the basis of the following written material only:



22.1 The written notification and all written material provided with it by the Case Manager to the individual;

22.2 The reply, if any, and all other written material submitted by the individual in response to the written notification;

22.3 Any further written material provided by the Case Manager to the individual subsequently to the written notification; and

22.4 Any response from the individual to such further written material and all other written material submitted with that response.

23. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person, whether that be as a result of an application made by either party or otherwise, the Safeguarding Review Panel shall give consideration, inter alia, to the following factors:

23.1 Whether the terms of any order under consideration would affect the individual's paid employment within football 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 9 in relation to the same matter.

# **Exceptional Material**

24.1 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.



24.2 Exceptionally, in respect of any of the matters set out at Regulation 24.1, the Case Manager may make an application to an Exceptional Material Panel for permission to submit material to the Safeguarding Review Panel that has not been sent to the individual ("exceptional material"), where the Case Manager considers that the exceptional material concerned should not be sent to the individual for any one or more of the following reasons:—

24.2.1 Revealing it to the individual may create a risk of harm to any person or persons, and/or

24.2.2 Revealing it to the individual may amount to a criminal offence or otherwise be unlawful.

24.3 Where the Case Manager makes an application to an Exceptional Material Panel for permission to submit exceptional material to the Safeguarding Review Panel under Regulation 24.2 above, the Case Manager shall give notice of the application to the individual in writing at least fourteen days before the Exceptional Material Panel considers the application, unless the Case Manager considers that such written notice should not be given, as to give such notice may in itself:

 $24.3.1\ {\rm Create}\ {\rm a}\ {\rm risk}\ {\rm of}\ {\rm harm}\ {\rm to}\ {\rm any}\ {\rm person}\ {\rm or}\ {\rm persons};\ {\rm and/or}$ 

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:

 $24.6.1\,\mathrm{A}$  redacted version of the exceptional material; and/or



24.6.2 A summary of the exceptional material.

24.7 An Exceptional Material Panel shall be made up of one or more of the members of the Safeguarding Review Panel. A person that sits on an Exceptional Material Panel determining an application under Regulation 24.2 in relation to a particular individual may not be a member of the Safeguarding Review Panel that will have conduct of the case referred under Regulation 16 in relation to that individual.

# Other Orders Available Following Risk Assessment

25. Following a referral under Regulation 16, in addition to its ability to make an order under Regulation 15, the Safeguarding Review Panel may make any other order consistent with the aims of the Safeguarding Children Policy that it considers appropriate in the circumstances.

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 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**

29.1 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 29.2, such appeals shall be conducted in accordance with 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 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's 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



# <u>The Association's Safeguarding Adults at Risk Regulations</u> 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 suitability of individuals to be involved with Adults at Risk in football.

In assessing that suitability, 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.



# 1. General

1.1 In these Regulations the expression "Offence" shall mean any one or more of the offences contained in the Schedules of the Criminal Justice and Court Services Act 2000 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to 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. Adults at Risk Defintion

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.

# 3. 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;

3.3 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

3.4 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.

3.5 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.



## 4. Interim Orders

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.

5.1 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.

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

14.1 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 The Case Manager shall notify the individual in writing of the order and shall invite the individual to make any written representations within 14 days as to why the order should not be ratified by the Safeguarding Review Panel.

14.3 All such orders shall be reviewed at the next meeting of the Safeguarding Review Panel. In reviewing the order the Safeguarding Review Panel shall consider any written material submitted by the individual in accordance with Regulation 14.2, together with all written material submitted by the Case Manager. The Safeguarding Review Panel may ratify, modify or remove any such order, or make any other order as it considers appropriate.

# ORDER FOLLOWING CONVICTION OR CAUTION

15.1 The Association's Safeguarding Review Panel shall have the power to make any order in respect of any individual convicted of, or made the subject of a caution in respect of, an Offence, including but not limited to a suspension from all or any specific football activity for such period and on such terms and conditions as it considers appropriate.



15.2 Where a case is to be considered by the Safeguarding Review Panel under Regulation 15.1, the Case Manager shall notify the individual in writing and shall invite the individual to make any written representations within 14 days.

15.3 Before making any order under Regulation 15.1, the Panel shall consider all information gathered in respect of an individual including, where applicable, information gathered pursuant to The Association's CRC process under Regulation 3, any written representations made by the individual under Regulation 15.2, together with all written material submitted by the Case Manager.

# Order Following Risk Assessment

16. In addition to The Association's powers under Regulations 3.6, 4, 14 and 15 the Safeguarding Review Panel shall have the power to make any order that it considers appropriate, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate, if it is satisfied that the individual poses or may pose a risk of harm to 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.

17. Cases may be referred to the Safeguarding Review Panel in order to seek an order under Regulation 16 by the Case Manager where the Case Manager has reasonable cause to suspect that there are grounds for concern about an individual's continued participation in football activity involving Adults at Risk.

18. The Case Manager shall reach this decision on the basis of a risk assessment of that individual's suitability for such participation. This risk assessment may be in such form and prepared by any person, as the Case Manager at his/her discretion, considers appropriate.



19. Before a referral is made under Regulation 17, the 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 25.

20. The individual shall have 14 days to reply to this notification and to provide any written material that he/she wishes the Safeguarding Review Panel to take into account in considering whether or not to impose any order under Regulation 16.

21. Following the receipt of the reply and/or written material from the individual, or the expiry of the 14 day period if no reply is received, the Case Manager may:

21.1 Decide that no further action is currently required as there are no longer grounds for a referral under Regulation 17;

21.2 Make any such further inquiries as he or she considers appropriate in light of any matters raised by the individual in response to the written notification; or

21.3 Refer the case to the Safeguarding Review Panel under Regulation 17.

22. Where further inquiries are made by the Case Manager, any written material arising from those inquiries may only be relied on by the Case Manager in applying for any order under Regulation 16 if that written material has been sent to the individual and he or she has had 14 days to reply to it, save for any exceptional material dealt with under Regulation 25. If the written material is relied upon, any response by the individual must also be considered by the Safeguarding Review Panel.

23. The Safeguarding Review Panel shall determine all procedural matters for the conduct of a case referred to it under Regulation 17. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case



Manager to address it in person, the case shall be considered on the basis of the following written material only:

23.1 The written notification and all written material provided with it by the Case Manager to the individual;

23.2 The reply, if any, and all other written material submitted by the individual in response to the written notification;

23.3 Any further written material provided by the Case Manager to the individual subsequently to the written notification; and

23.4 Any response from the individual to such further written material and all other written material submitted with that response.

24. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person, whether that be as a result of an application made by either party or otherwise, the Safeguarding Review Panel shall give consideration, inter alia, to the following factors:

24.1 Whether the terms of any order under consideration would affect the individual's paid employment within football in which case the individual shall be entitled to address the Safeguarding Review Panel in person;

24.2 Whether exceptional material is to be put before the Safeguarding Review Panel; and/or

24.3 Whether an oral hearing has previously been conducted pursuant to Regulation 10 in relation to the same matter.

# **Exceptional Material**

25.1 In considering an interim order under Regulation 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.



25.2 Exceptionally, in respect of any of the matters set out at Regulation 24.1, the Case Manager may make an application to an Exceptional Material Panel for permission to submit material to the Safeguarding Review Panel that has not been sent to the individual ("exceptional material"), where the Case Manager considers that the exceptional material concerned should not be sent to the individual for any one or more of the following reasons:

25.2.1 Revealing it to the individual may create a risk of harm to any person or persons, and/or

25.2.2 Revealing it to the individual may amount to a criminal offence or otherwise be unlawful.

25.3 Where the Case Manager makes an application to an Exceptional Material Panel for permission to submit exceptional material to the Safeguarding Review Panel under Regulation 25.2, the Case Manager shall give notice of the application to the individual in writing at least fourteen days before the Exceptional Material Panel considers the application, unless the Case Manager considers that such written notice should not be given, as to give such notice may in itself:

25.3.1 Create a risk of harm to any person or persons; and/or

25.3.2 Amount to a criminal offence or otherwise be unlawful.

25.4 Any reply by an individual to a notice referred to in Regulation 25.3 must be passed to the Exceptional Material Panel for consideration.

25.5 The Exceptional Material Panel may, at its discretion, allow or reject the application in whole or in part.

25.6 In the event that the Exceptional Material Panel grants an order allowing the exceptional material to be submitted to the Safeguarding Review Panel, the Exceptional Material Panel shall give consideration as to whether either or both of the following may be provided to the individual:

 $25.6.1\,\mathrm{A}$  redacted version of the exceptional material; and/or,



25.6.2 A summary of the exceptional material.

25.7 An Exceptional Material Panel shall be made up of one or more of the members of the Safeguarding Review Panel. A person that sits on an Exceptional Material Panel determining an application under Regulation 25.2 in relation to a particular individual may not be a member of the Safeguarding Review Panel that will have conduct of the case referred under Regulation 17 in relation to that individual.

## Other Orders Available Following Risk Assessment

26. Following a referral under Regulation 16, in addition to its ability to make an order under Regulation 17, the Safeguarding Review Panel may make any other order consistent with the aims of the Adults at Risk Policy that it considers appropriate in the circumstances.

## **Supervision Orders**

27. 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

28. 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.



29. 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

30.1 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 30.2, such appeals shall be conducted in accordance with the Appeal Regulations. Subject to this right of appeal, decisions of the Safeguarding Review Panel shall be final and binding.

30.2 Notwithstanding any provision to the contrary in the Appeal Regulations, an Appeal Board convened to hear an appeal pursuant to Regulation 30.1 shall take place as a full rehearing of the case.

30.3 Any decision of the Appeal Board shall be final and binding with no further right of appeal.

# Written Material

31. For the purposes of these Regulations, "written material" may include photographic, video, electronic and/or audio evidence.



# 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.



### Respect – Adult Players (Code of Conduct)

Respect for each other, Respect for the game.

### Adult Club code of conduct

#### On and off the pitch, I will:

- Always play the game fairly and in the right spirit.
- Be aware of the impact of bad language; keep spectators and members of the public - including children - in mind.
- Avoid criticising match officials Accept that they make honest decisions and confronting them will not change it.
- Never verbally abuse a match official, player or spectator based their appearance, race, religion, gender or sexuality. Doing so could lead to dismissal from the field, suspension and possible police action.
- Never physically assault a match official, player or spectator. Doing so could lead to dismissal from the field, suspension and possible police action.
- Always win, lose or draw with dignity, and be prepared to shake hands with match officials, opposition players and manager at full-time.'

# ENGLAND FOOTBALL AND Nationwide

**Building society with mutual respect** 

### I understand:

'If I do not follow the Code, I may expect to:

- Be cautioned, sin binned or sent off by the match officials, depending on the nature of the offence.
- Be asked to apologise to whoever I have offended or abused.
- Be disciplined by my club, including being substituted, dropped, given a formal warning or suspended from training or matches depending on the nature of the offence.
- Be disciplined by the County Football Association, including being fined or suspended for a number of matches depending on the nature of the offence.
- Be handed a permanent exclusion by the FA or County Football Association, if the offence is deemed serious enough.'



# set the standards for a great game.

Use your position to set a positive example for the people you're responsible for and lead a better game for everyone.

Play Your Part (Code of Conduct)

# Coaches, Team Managers and Club Officials

### Play your part and support The FA's Code of Respect:

### On and off the field, I will:

- Always show respect to everyone involved in the game
- Stick to the rules and celebrate the spirit of the game
- Encourage fair play and high standards of behaviour
- Always respect the Referee and encourage players to do the same
- Never enter the field of play without the Referee's permission
- Never engage in, or tolerate offensive, insulting or abusive behaviour
- Be aware of the potential impact of bad language on others
- Be gracious in victory and defeat
- Respect the facilities home and away



### When working with players, I will:

- Place the well-being, safety and enjoyment of each player above everything
- Never tolerate any form of bullying
- Ensure all activities are suited for the players' ability and age
- Work with others (e.g. officials, doctors, welfare officers, physiotherapists) for each player's best interests
- I will make myself familiar with safeguarding practices & review guidance on physical contact (5.6) & Acceptable Behavlours When Working With Young People (5.7) documents on the safeguarding section of EnglandFootball.com

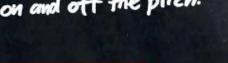
I understand that If I do not follow the Code, I may be:

- Required to meet with the club committee, league or CFA Welfare Officer
- Suspended by the club from attending matches
- Suspended or fined by the County FA
- Required to leave, lose my position and/or have my license withdrawn



### Respect - Young Players (Code of Conduct)

# Play your best. Be your best. Make sure you and everyone around you has a good time on and off the pitch.



## Play Your Part (Code of Conduct)

# **Young Players**

### Play your part and support The FA's Code of Respect:

### When playing football, will:

- Always play my best for the benefit of the team
- · Play fairly and be friendly
- · Play by the rules and respect the Referee
- Shake hands with the other team win or lose
- Listen carefully to what my coach tells me
- Understand that a coach has to do what's best for the team
- Talk to someone I trust or the club welfare officer if I'm unhappy about anything at my club
- · Encourage my team mates
- Respect the facilities home & away

RESPECT Nationwide I understand that if I do not follow the Code, I may:

- Be asked to apologise to whoever I've upset
- Receive a formal warning
- Be dropped, substituted or suspended from training





Respect – Spectators and Parents/Carers (Code of Conduct)

# If we behave positively during practice and matches, our children will too.

By setting a good example, we'll help build a supportive environment in which everyone can enjoy themselves.

# Play Your Part

# **Spectators and Parents/Carers**

Play your part and support The FA's Code of Respect:

### I will:

- Have fun; it's what we're all here for!
- Celebrate effort and good play from both sides
- Always respect the Referee and coaches and encourage players to do the same
- Stay behind the touchline and within the Designated Spectators' Area (where provided)
- When players make mistakes, offer them encouragement to try again next time
- Never engage in, or tolerate offensive, insulting or abusive language or behaviour
- I will make myself familiar with safeguarding practices & review guidance on physical contact (5.6) & Acceptable Behaviours When Working With Young People (5.7) documents on the safeguarding section of EnglandFootball.com

I understand that if I do not follow the Code, I may be:

- Issued with a verbal warning or asked to leave
- Required to meet with the club committee, league or CFA Welfare Officer
- Obliged to undertake an FA education course
- Requested not to attend future games, be suspended or have my membership removed
- Required to leave the club along with any dependents and/or issued a fine







### Respect – Match Officials (Code of Conduct)

# Make your impact a positive one.

By managing the game in a positive, calm and confident way, you'll encourage everyone to have fun.



# **Match Officials**

Play your part and support The FA's Code of Respect:

### I will:

- Respect the game, the competition and all other participants
- Maintain my integrity and approach each game with a positive mind set
- Be knowledgeable of the laws of the game, regulations and competition rules
- Set a positive personal example, by promoting good behaviour
- Embrace and empathise with the spirit of the game
- Submit accurate and concise reports and misconduct
- Complete and submit accurate and concise reports
- Apply the laws of the game, promoting positive actions and not tolerating actions that do not fit the image of the game
- I will make myself familiar with safeguarding practices & review guidance on physical contact (5.6) & Acceptable Behaviours When Working With Young People (5.7) documents on the safeguarding section of EnglandFootball.com

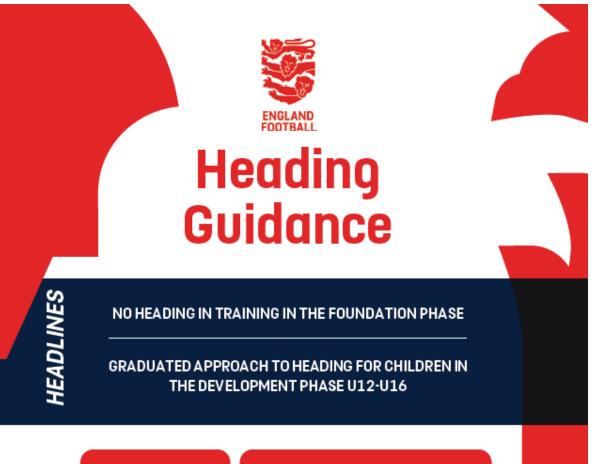
### I understand that if I do not follow the Code, I may be:

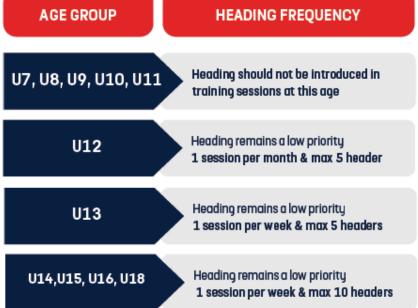
- Required to meet with The FA, County FA Referee Development Staff or Referees Committee
- Suspended by the County FA











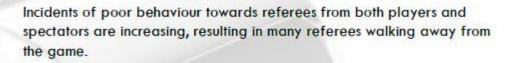




# **RESPECT YOUR REFEREE**

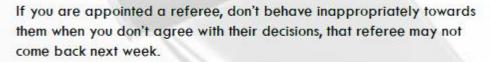


**80%** of young referees walk away from the game in the first 2 years. Help us to increase the support and experience of our referees to ensure they stay in the game!





Due to this poor behaviour there is a shortage of referees in Cornwall, meaning that there are not enough referees to cover all games.





Players, managers, spectators all working together will help us to keep more referees involved in the game and help us to cover more games in Cornwall with referees.



Referees make mistakes, they will have bad games, but don't we all? Abusing a referee will not stop that from happening, it will not make them a better referee or keep the coming back each week.



Referees who are wearing a purple shirt are under 18 years old, they are minors who are still learning and need your respect, support and encouragement.

As a county we are committed to supporting our referees and dealing with incidents of inappropriate behaviour towards them.

# Help referees stay in the game!

Visit <u>www.cornwallfa.com/referees</u> for more information





# 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 and raising awareness and educating, investigating concerns and applying relevant and proportionate sanctions, campaigning, achieving independently verified equality standards, widening diversity and representation and promoting diverse role models are all key actions to promote inclusion and eradicate discrimination within football.

July 2016



# Section 4 Index

Section 4 Index
On-Field Regulations
<u>Scope</u>
Section One: Provisions Applicable to Categories 1, 2 and 3
<u>Charges</u>
Match Officials' Reporting of Offences to the Association
Notification of Cautionable and Sending-Off Offences
Mistaken Identity (Cautionable and Sending-off Offences)
Wrongful Dismissal (Sending off Offences)
<u>Clearly Excessive or Clearly Insufficient Claims (Sending-Off Offences)</u> 259
Standard Punishments
Accumulation of Cautions
Sending-Off Offences
Commencement of Suspension
Scope of Suspension
Collection of Fines
Outstanding Suspensions
Transfer of Outstanding Suspensions
Players Moving Between Clubs
Disciplinary Action Against Clubs-Multiple Offences in a Single Match 268
Disciplinary Action Against Clubs – Accumulation of penalty points by a
<u>club's players</u>
<u>Calculating Penalty Points Totals</u>
Accumulation of Penalty Points and Sanctions
Section Two: Provisions Applicable to Category 4
<u>Charges</u>
Match Officials' Reporting of Offences to the Association
Standard Punishments
Section 3: Provisions Applicable to Category 5
<u>Charges</u>
Match Officials' Reporting of Offences to Affiliated Associations
Notification of Cautionable and Sending-Off Offences



<u>Mistaken Identity (Cautionable or Sending-Off Offences)</u>	
Wrongful Dismissal (Sending-Off Offences)	282
Fee for Claims of Mistaken Identity or Wrongful Dismissal	285
Clearly Insufficient Claims (Sending-Off Offences)	285
Disciplinary Commission	287
Standard Punishments	289
Sending-Off Offences	290
Additional Sending-Off Offences	291
Commencement of Suspension	291
Period of Suspension	291
Respect Sanction System	294
Disciplinary Action Against Clubs – Multiple Offences in a Single Ma	<u>tch</u> 296
Disciplinary Action Against Clubs – Accumulation of Penalty Points I	
<u>Club's Players</u>	
Disciplinary Action Against Clubs – Miscellaneous	
Abandoned Matches	
Offences Against Match Officials	300
Assaults on Participants by Other Participants	
Failure to Comply	
Suspension Pending Misconduct Hearing	304
Disciplinary Proceedings Before Disciplinary Commissions	305
Disciplinary Commission Decisions and Costs	307
Appeals From Disciplinary Commission Decisions	309
Further Disciplinary Action	309
Section Four: Provisions Applicable to Technical Area Occupants	311
Charges	311
Match Officials' Reporting of Stage 1 Warnings to the Association	311
Standard Punishments	312
Accumulation of cautions	312
Commencement of Suspension	313
Outstanding Suspensions	313
Technical Area Occupants Moving Between Clubs	314
Automatic Suspensions and Sanctions	314



Foo	tball Debt Recovery Regulations	320
	Commencing a Claim	321
	Payment of a Claim	322
	Appeals	323
	<u>Miscellaneous</u>	323
Dis	<u>cipline: General Provisions</u>	324
	Scope	324
	General	324
	Evidence	325
	Representation	326
	Consolidation of Proceedings	326
	Confidentiality/Publication	327
	Service of Documents	328
	Fees	328
	Other Proceedings	329
	Exclusion of Liability	329
Sec	tion Two: Regulatory Commissions	330
	Scope	330
	The Collection of Evidence	330
	Charge	331
	Time Limits and Directions	332
	Regulatory Commission Deliberations	333
	Penalties	333
	Suspended Penalty	335
	Aggravated Breaches (Rule E3(2))	336
	Drug Rehabilitation and Counselling	337
	Compensation Orders	338
	Costs Orders	338
	Compliance with Penalties and Orders	339
	Payment of Fees, Fines and Compensation Orders	340
	Written Decision	340
	Written Reasons	341
	Appeals	341



<u>Regulation Changes – Note to Participants</u>
<u>Appendix II: Affiliated Associations – Hearings Before Disciplinary Commissions</u>
Disciplinary Commission Members and Secretaries
Attendance of Children at Personal Hearings
Young people as witnesses
Disciplinary Commission Procedures
Personal Hearings
<u>C: Appeals – Non-Fast Track</u>
Grounds of Appeal
<u>Appeal Process</u>
<u>New Evidence</u>
<u>Appeal Board Proceedings</u>
Appeal Board Decisions
<u>Other Costs</u>
Written Decision and Written Reasons
<u>Appeals From Decisions of Leagues: Bond Applications</u>
The Football Association Discipline Process for Small-Sided Football
Introduction
<u>1. Discipline Ownership &amp; Control</u>
2. Affiliation & Provision of Team Information
2.1. Disciplinary Agreement:
2.2. FA Small Sided Football Accreditation
<u>3. Issuing of Cautions and 'Timed Suspensions'</u>
<u>3.1.</u> <u>Recording of Blue Cards</u>
4. Disciplinary Procedures for Red Card Offences
5. Remit of Disciplinary Action
6. Implementation of Disciplinary Procedures
Appendix A
Small-Sided Football Disciplinary Report
<u>Appendix B</u>
Small Sided Football Provider Disciplinary Agreement 368



# **On-Field 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 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, 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 In truly exceptional circumstances:

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 the circumstances of the particular sending-off offence were truly exceptional, such 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 <u>Category 1:</u> Table 1;
- 24.2 Category 2: Table 3; and
- 24.3 **<u>Category 3</u>**: 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.

#### Sending-Off Offences

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

28 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:

28.1 **<u>Category 1</u>**: Table 2;

28.2 Category 2: Table 4; and

28.3 **Category 3:** Table 6.

#### Additional Sending-Off Offences

29 **Category 1:** subject to paragraph 30 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 29, 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.

30 **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.

31 **Category 2:** 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 31, 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 **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 sendingoff offence.

#### **Commencement of Suspension**

33 **Categories 1 and 2:** 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 forthwith, save for where a Player / their Club have brought a claim under paragraphs 13 in relation to a cautionable or sending-off offence or paragraph 15 above in relation to a sending-off offence.

34 **Category 3:** 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.

#### Scope of Suspension

35 **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.

36 **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.

Any dispute in relation to this paragraph 36 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.

37 **Category 3**: a period of suspension applicable to a Player associated with a team in Category 3 will:

37.1 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 sending-off offences for serious foul play, violent conduct or spitting which will constitute a suspension from Saturday Football of any kind during the relevant period;



37.2 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

37.3 where a suspension is as a result of a Charge, also constitute a suspension from playing any Match falling within Category 5.

38 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.

#### Re-arranged Matches

39 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**

40 The Player's Club is responsible for collecting from the Player any fine payable pursuant to paragraph 23 and/or 27 above and forwarding the amount to The Association upon request.

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

41 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.

42 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**

43 Subject to paragraph 44 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 must be served at the commencement of the following playing season.]

44 Any period of suspension or part thereof arising from an accumulation of cautions in relation to the FA Cup, EFL Cup, EFL Trophy or FA Trophy 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.

45 Any period of suspension arising from this Section One related to Category 2 which remains outstanding shall be served at the commencement of the relevant period outlined in paragraph 36 above in the following playing season.

#### Transfer of Outstanding Suspensions

46 Where a Player, who is subject to an outstanding suspension arising from a sending-off offence in an EFL Trophy Match, either:

46.1 Remains registered to the same Club, but that Club becomes ineligible for or does not enter the EFL Trophy; or

46.2 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**

47. Where a Player moves between Clubs at a time when that Player is subject to a suspension, the following shall apply:

47.1 Until the Player moves, the suspension shall be served by reference to Matches completed by the Club from which that Player moves;



47.2 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;

47.3 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.

48 For the purposes of paragraph 47, Clubs compete at three different levels. Each level is comprised as follows:

48.1 Premier League, EFL Leagues and the National League;

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

48.3 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.

49 Paragraph 47 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.



#### Disciplinary Action Against Clubs-Multiple Offences in a Single Match

50 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.

51 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

52 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 51 above.

53 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

#### <u>General</u>

54 For the purposes of paragraphs 55 to 71 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.



55 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:

55.1 penalty points period 1: the beginning of a playing season to 31 December (inclusive); and

55.2 penalty points period 2: the beginning of a playing season to the end of a playing season (inclusive).

56 The number of penalty points accumulated by a Club is calculated in accordance with paragraphs 60 to 64 below.

57 In determining whether to issue a Charge against a Club, The Association will (in accordance with paragraphs 65 and 67 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.

58 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.

59 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**

60 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 62 below.



61 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.

62 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 deliberately handling the ball	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

63 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.



64 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 60 and 63 above.

#### Accumulation of Penalty Points and Sanctions

#### Penalty Points Period 1

65 A Club whose Players accumulate a total number of penalty points (as calculated in accordance with paragraphs 60 to 64 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.

66 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

67 A Club whose Players accumulate a total number of penalty points (as calculated in accordance with paragraphs 60 to 64 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.

68 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

69 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.

70 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.



71 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 41 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 3: Provisions Applicable to Category 5

#### General

1. Each Affiliated Association must be 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 Misconduct and where a player commits a cautionable or sending – off offence in a match.

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 as registered in the previous two playing seasons;

4.4 the signature of the Player concerned (where applicable); and4.5 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 103 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. Any period of suspension under this Section Three shall apply only to football at Step 5 and below of the National League System and for Clubs operating outside of the National League System, unless approval has been granted by The Association for such suspension to be extended across all levels of football.



#### 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 must 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, an

administration 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 administration fee is  $\pounds 10.00$  for each notification of a cautionable offence and  $\pounds 15.00$  for each notification of a sending-off offence. It is the responsibility of the Club to collect the administration 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



17.3 the relevant fee as set out in paragraph 34.

20 The relevant timings for a Player or their Club to make a claim of mistaken identity are as follows;

	TIMINGS	GENERAL GUIDE*	
Claim / Evidence	5pm on the third Business Day following the incident	Wednesday	
Disciplinary Commission	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.

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)

#### <u>General</u>

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

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 – for example 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*	
Notification of Intention to	5pm on the second Business		
Submit a Claim	Day following the incident	Tuesday	
	5pm on the fourth Business		
Claim / Evidence	Day following the incident	Thursday	
	To be determined prior to the		
Disciplinary Commission	suspension being served.	Friday	
* based on a Match taking place on Saturday or Sunday			



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.

29 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)

#### <u>General</u>

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 sendingoff 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 35 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 22 above; and

41.2 the sending-off offence:

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

39.2.2 will remain the subject of the administration fee set out in paragraph 17 above; and



39.2.3 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.

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

43.6 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 sendingoff 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

	STAGE 1 ACCUMULA TION OF 6 RESPECT OFFENCES	STAGE 2 ACCUMULATION OF 10 RESPECT OFFENCES	STAGE 3 ACCUMULATIO N OF 15 RESPECT OFFENCES	STAGE 4 ACCUMULATI ON OF 20 RESPECT OFFENCES
STEP 5		£150	£300	
STEP 6		£75	£150	Club issued
Outside the National Leag ue System(including Youth Football)	Warning as to future conduct		£100	with a Charge

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

78 An administration fee of  $\pounds 10.00$  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.

#### <u>Clubs at Steps 5 to 7 of the National League System</u>

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:

FINE
£150
£150
$\pounds75$

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.

#### <u>Plea in Mitigation</u>

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.



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	
	1 penalty point (with the exception of a	
Cautionable Offences	caution for dissent, which will incur 2	
	penalty points)	
Denying the opposing team a goal or an obvious		
goal-scoring opportunity by deliberately handling	3 penalty points	
the ball		
Denying a goal or an obvious goal-scoring		
opportunity to an opponent whose overall	3 penalty points	
movement is towards the offender's goal by an		
offence punishable by a free kick		
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	4 penalty points	
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;

96.2 Physical contact or attempted physical contact : examples include but are not limited to: pushing the Match Official, pulling the Match Official (or their clothing or equipment), barging or kicking the ball at a Match Official (causing no injury) and/or attempting to make physical contact with the Match Official (for example, attempting to strike, kick, butt, barge or kick the ball at the Match Official); and

96.3 Assault: acting in a manner which results in an injury to the Match Official. This includes spitting at the Match Official (whether it connects or not).

#### 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 against the alleged offender from all football activity until a Disciplinary Commission has adjudicated on the matter.

99 The Affiliated Association will take all reasonable steps to notify the Participant (and their Club, where applicable) of the suspension order issued in accordance with paragraph 98.2 above.



100 A Disciplinary Commission shall meet to consider the Charge within 28 days of (the date of) the interim suspension.

101 The recommended (or mandatory, where stated) sanctions for each of the three categories of offence where a Charge issued in accordance with paragraph 98.1 above has been found proven against the Participant are as follows:

#### Threatening behaviour:

101.1 suspension from all football activity for a period of 112 days / 12 Matches, with a mandatory minimum suspension from all football activity for a period of 56 days / 6 Matches; and

101.2 a fine of up to £100, with a mandatory minimum fine of £50.

#### Physical contact or attempted physical contact:

101.3 suspension from all football activities for a period of 182 days, with a mandatory minimum of 112 days from all football and football activity.

101.4 a fine of up to  $\pounds 150$ .

#### Assault:

101.5 mandatory suspension from all football and football activity for 5 years from the date of the suspension. Where the assault causes serious injury the review period should be extended to 10 years. Such mandatory suspension shall be reduced to 2 years for a Participant aged 14 or under.

102 The recommend sanctions set out in paragraph 101 above should only be varied where appropriate aggravating or mitigating factors are present, save that they may not be varied to a level below the mandatory where stated.

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



#### Assaults on Participants by 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:

100.1 issue a Charge; and

100.2 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	2. £150 fine



	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.
Match Official	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.

#### 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 <u>General</u>

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

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 Stage 1 Warnings 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 Category5, within two days of the Match (excluding Sundays).

#### Notification of Stage 1 Warnings

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.

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, AND THE FA WSL PLAYING FIRST TEAM COMPETITIVE MATCHES

Table 1 : Accumulation of Cau	utions			
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
	5	19 Premier League Matches	1 Match	
	10	32 Premier League Matches	2 Matches	
Premier League	15	Last day of the same playing season	3 Matches	Premier League
	20	Last day of the same playing season	As determined by a Regulatory Commission	



	5		19 EFL League Matches		1 Match		
	10		37 EFL League Matches		2 Matches		
EFL Leagues	15		Last day of the relevant league playing season prior to the Play-Off matches		3 Matches	EFL Leagues	
	20		Last day of the relevant league playing season prior to the Play-Off matches		determined by a latory Commission		
	5		23 National League Matches		1 Match		
	10		37 National League Matches		2 Matches	]	
National League	15		Last day of the same playing season		3 Matches	National League	
	20		Last day of the same playing season		determined by a latory Commission		
	5				1 Match		
	10		N/A		2 Matches	a) The FA WSL; and	
The FA WSL	15				3 Matches	b) Women's FA Cup	
	20				determined by a latory Commission		
	5				1 Match	a) The FAWC; and b) Women's FA Cup	
The FAWC	10		N/A		2 Matches		
	15				3 Matches		
	20				determined by a atory Commission		
FA Cup	4 (where Player's Clu in Qualifying Compe First Round Proper) every 2 further ca 2 (where Player's Clu in Third Round Prop for every 2 further c	etition or ) and for utions ub enters per) and	Sixth Round (Quarter Finals)		1 Match	FA Cup	
	2	luotions	Quarter Finals			EFL Cup	
EFL Cup	4				1 Match		
EFL Trophy	2		Quarter Finals		1 Match 2 Matches	EFL Trophy	
	2						
FA Trophy	4		Quarter Finals		1 Match	FA Trophy	
	6						
able 2: Sending-Off Offence	25						
SENDING-OFF OI	FFENCE		AUTOMATIC SUSPENSION			S TO WHICH AUTOMATIC ENSION APPLIES	
enying the opposing team a go coring opportunity by delibera	-		1 Match				
enying a goal or an obvious go o an opponent whose overall r ne offender's goal by an offence kick	novement is towards		1 Match		c) EFL ( d) FA Tro	n which Player's Club compete b) FA Cup; Cup (as applicable); pphy (as applicable); ;hallenge Cup (as applicable)	
Serious foul p	lay	3 Matches			<ul> <li>e) FA Women's Challenge Cup (as applicable)</li> <li>(If the sending-off offence occurs in an EFL Troph Match, the relevant automatic suspension must</li> </ul>		
Spitting at an opponent or a	any other person	6 Matches					
Violent conde	uct		3 Matches		-	the EFL Trophy, unless specifie by The FA)	
Jsing offensive, insulting or abu gestures	sive language and/or		2 Matches				
Receiving a second caution i		I	1 Match		1		



# 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

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
	5	31 December	1 Match	
	10*	Second Sunday of April	2 Matches	
NFTM	15	Last day of the same playing season	3 Matches	NFTM
	20	Last day of the same playing season	As determined by a Regulatory Commission	

* if a Player accumulates their tenth caution in a NFTM before the second Sunday of April and is then sent off for receiving a further (second) caution in the same NFTM, the Player will be subject to the 2 Match automatic suspension incurred that applies due to the accumulation of their tenth caution, instead of the 1 Match automatic suspension which would otherwise apply for the Sending-Off Offence in accordance with Table 4 below.

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 deliberately handling the ball	1 Match		
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	Automatic suspension to be served exclusively in NFTM	
Spitting at an opponent or any other person	6 Matches	INF THE	
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		

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 deliberately handling the ball	1 Match	
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	Automatic suspension to be served exclusively in NFTM
Spitting at an opponent or any other person	6 Matches	Automatic sospension to be served exclosively in write
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	



#### TABLES 5 - 6

#### CATEGORY 3- PLAYERS ASSOCIATED WITH A TEAM COMPETING IN THE NATIONAL LEAGUE (NORTH AND SOUTH DIVISIONS), THE ISTHMIAN LEAGUE, THE NORTERN PREMIER LEAGUE AND THE SOUTHERN LEAGUE PLAYING MATCHES IN ANY LEAGUE, LEAGUE CUP COMPETITION, THE FA CHALLENGE CUP AND FA TROPHY

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/SANCTIO APPLIES
	5	30 November	1 Match		<u></u>
a) National League (North and South Divisions), the Isthmian	10*	Second Sunday in March	2 Matches	£20.00	a) League in which Player's team competes; and
League, the Northern Premier League or the Southern League; and	15	Last day of the playing season	3 Matches		b) League cup competition
b) League cup competition	20	Last day of the playing season	As determined by a Reg	gulatory 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

* if a Player accumulates their tenth caution in a match before the second Sunday of March and is then sent off for receiving a further (second) caution in the same match, the Player will be subject to the 2 Match automatic suspension incurred that applies due to the accumulation of their tenth caution, instead of the 1 Match automatic suspension which would otherwise apply for the Sending-Off Offence in accordance with Table 6 below.

			COMPETITIONS TO WHICH AUTOMATIC
SENDING-OFF OFFENCE	AUTOMATIC SUSPENSION	FINE	SUSPENSION/SANCTION APPLIE
Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball	1 Match		
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	£20.00	a) League in which Player's team competes;
Serious foul play	3 Matches		b) League cup competition in which Player's team competes; c) FA Cup; and d) FA Trophy.
Spitting at an opponent or any other person	6 Matches	£40.00	
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	



#### 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
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FOOTBALL CATEGORY/COMPETITION IN WHICH CAUTIONS ACCUMULATED	NUMBER OF CAUTIONS ACCUMULATED IN THE FOOTBALL CATEGORY	CUT-OFF POINT (UP TO AND INCLUDING)	AUTOMATIC SUSPENSION/SANCTION	FINE	FOOTBALL CATEGORY/COMPETITIO TO WHICH AUTOMATIC SUSPENSION/SANCTION APPLIES
a) Caturday Easthally	5	31 December	1 Match		The Football Category in which the cautions were accumulated.
a) Saturday Football; b) Sunday Football;	10*	Second Sunday in April	2 Matches	£15.00	
c) Midweek Football; d) Representative Football;	15	Last day of the playing season	3 Matches		
e) Veteran Football; f) Further Education Football; or g) Youth Football	20	Last day of the playing season	As determined by a Dis	sciplinary Commission	All Football Categories and Friendly Matches.
FA Cup	4 and for every 2 further cautions	Sixth Round (Quarter Finals)	1 Match	N/A	FA Cup Only
	2	Second Qualifying Round			
FA Vase	Caution count reset after Second Qualifying Round		1 Match	N/A	FA Vase Only
-	2	Fourth Round (Quarter Finals)			
-	4	Fourth Round (Quarter Finals)			

* if a Player accumulates their tenth caution in a match before the second Sunday in April and is then sent off for receiving a further (second) caution in the same match, the Player will be subject to the 2 Match automatic suspension that applies due to the accumulation of their tenth caution, instead of the 1 Match automatic suspension which would otherwise have applied for the Sending-Off Offence in accordance with Table 8 below.

Table 8: Sending-Off Offences							
FOOTBALL CATEGORY/COMPETITION IN WHICH SENDING-OFF OFFENCE OCCURS	SENDING-OFF OFFENCE	AUTOMATIC SUSPENSION/SANCTION	FINE	FOOTBALL CATEGORY AND COMPETITIONS TO WHICH AUTOMATIC SUSPENSION APPLIES			
a) Saturday Football; b) Sunday Football; c) Midweek Football; d) Representative Football; e) Veteran Football; f) Further Education Football; g) Youth Football; h) FA Cup; or i) FA Vase	Denying the opposing team a goal or an obvious goal- scoring opportunity by deliberately handling the ball	1 Match		a) the Football Category in which the sending-off offence occured**; b) FA Cup; and c) FA Vase. (**if the sending-off offence occured in an FA Cup or FA Vase Match, the automatic suspension shall apply to Matches in the Football Category in which the Player's			
	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	£20.00 £40.00				
	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	£30.00 team usually compete addition to FA Cup or FA Matches where applice				
	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; b) EFL Leagues; c) National League; d) The FA WSL; e) The FA WC;	4	1 Match	a) Premier League; b) EFL Leagues; c) National League; d) The FA WSL; e) The FA WC;				
	8	2 Matches					
	12	3 Matches					
f) National League (North and South Divisions); g) Isthmian League; h) Northern Premier League; i) Southern League; j) any Football Category; k) FA Cup; l) EFL Cup; m) EFL Trophy; n) FA Trophy; or o) FA Vase	16	As determined by a Regulatory Commission	f) National League (North and South Divisions); g) Isthmian League; h) Northern Premier League; i) Southern League; j) any Football Category; k) FA Cup; l) EFL Cup; m) EFL Trophy; n) FA Trophy; or o) FA Vase				



## 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 Associated/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.

## Discipline: 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  $\pounds 100$ ;

21.2 a decision of an Affiliated Association, they must pay an appeal fee of £50;

21.3any 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 conducting proceedings under the Rules.

The result of those proceedings 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.

## **Exclusion of Liability**

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

25 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.

In addition, the following paragraphs of this Section Two shall apply to matters of Misconduct proceeding before Disciplinary Commissions: paragraphs 28, 31, 38 to 43, 46 to 50 and 52 to 53. 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

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
  - 31.3.1.1 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**

#### <u>General</u>

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.

## Exceptional Circumstances

36 Where the circumstances of a case are such that the Chief Regulatory Officer (or their nominee) or a Participant considers that it would be impractical or unfair for a Charge to be processed in accordance with the directions or other time limits set out in Part B: Non-Fast Track Regulations and Part E: Fast Track Regulations, the Chief Regulatory Officer (or their nominee) or a Participant may apply to the Judicial Panel Chairman (or their nominee) for an order that the relevant time limits be amended, suspended, reduced or dispensed with.

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

## <u>General</u>

40 Save where expressly stated otherwise, a Regulatory Commission shall have the power to impose any one or more of the following penalties 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 shall consider any:

41.1 applicable standard sanctions or sanction guidelines as may be communicated by The Association from time to time. A Regulatory Commission shall have the discretion, to depart from such sanction guidelines where it, in its absolute discretion, 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 those as 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 to 45 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 Where the penalty to be imposed is to be suspended, no more than threequarters 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.

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 to be imposed if:

44.1 that Participant has provided assistance and / or information to any Competition, The Association, UEFA, FIFA, any 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 a 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 Regulatory Commission, in exercising its discretion under paragraph 44, 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))

46 Whether or not a suspension has been imposed by the Regulatory Commission in accordance with paragraphs 47 to 50 below, in respect of an Aggravated Breach that Regulatory Commission:

46.1 must order that the Participant who commits an Aggravated Breach be subject to an education programme, the details of which will be provided to the Participant by The Association;

46.2 may impose a financial penalty or any other sanction that it considers appropriate.

47 Subject to paragraphs 48 and 49 below:

47.1 where a Participant commits an Aggravated Breach for the first time, a Regulatory Commission shall impose an immediate suspension of at least five Matches on that Participant. The Regulatory Commission may increase the suspension where additional aggravating factors are present.

47.2 where a Participant commits a second (or further) Aggravated Breach, a Regulatory Commission shall impose an immediate suspension of no fewer than six Matches. In determining the suspension to be imposed, the 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.

48 Where an Aggravated Breach is committed:

48.1 by a Participant for whom a match-based suspension would be inappropriate due only to that Participant's particular role in football (for the avoidance of doubt, this sub-paragraph shall not apply to a Manager, coach or Player);

48.2 in writing only;



48.3 via the use of any communication device, public communication network (to include, but not limited to, social media) or broadcast media only; or

48.4 by reference to nationality only, a Regulatory Commission will not be bound to impose an immediate suspension of at least five Matches for a first such breach, or of no fewer than six Matches for a second or further such breach. Instead the Regulatory Commission may impose any sanction that it considers appropriate, taking into account any aggravating or mitigating factors present.

49 Where a Player in youth football aged 12 to 15 (inclusive) commits an Aggravated Breach for the first time, a Regulatory Commission shall impose a suspension of at least five Matches on that Player. The Regulatory Commission may increase the suspension where additional aggravating factors are present. A minimum of one Match shall come into effect immediately, however the Regulatory Commission may suspend such number of the remaining Matches on such terms and for such period as it considers appropriate. For the avoidance of doubt, where such a Player commits a second (or further) aggravated breach, a Regulatory Commission shall apply the provisions of paragraph 47.2 above.

50 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

50 Where a Participant has breached the provisions of the Anti-Doping Regulations or the Social Drugs Policy 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**

52 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.

53 The Regulatory Commission may order compensation only where:

53.1 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;

53.2 it is satisfied that the Compensation Claimant has suffered loss as a consequence of the Misconduct of the Participant Charged; and

53.3 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**

54 Save where otherwise provided, any costs incurred:

54.1 in bringing or defending a Charge will be borne by the party incurring the costs; and

54.2 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)

55 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 procedure for how such an appeal will be conducted.

56 A Notice of Appeal against a decision of a Regulatory Commission shall be deemed not to have been lodged unless either:

56.1 all financial orders, including costs orders, relating to the Participant in question have been paid in full; or

56.2 the Chairman of the Regulatory Commission has made an order to set aside the relevant financial orders pending the outcome of the Appeal.

57 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**

- 58 Unless the Regulatory Commission determines otherwise, a penalty or order shall come into effect immediately at the date of the notification of the decision.
- 59 A Regulatory Commission may issue such further order, requirement or instruction as it considers appropriate for the purpose of giving effect to its decision.
- 60 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.



61 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

- 62 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.
- 63 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

- 64 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:
- 64.1 the Charge(s) considered and whether admitted or denied;
- 64.2 the decision as to whether Misconduct has been proven or not; and
  - 64.3 any penalty or other order imposed.



65 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

66 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.

67 Where written reasons are provided they shall state in writing:

67.1 the findings of fact made by the Regulatory Commission;

67.2 the reasons for the Regulatory Commission's decision finding the Charge(s) proven; and

67.3 the reasons for any penalty or order.

## Appeals

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

## **Regulation Changes – Note to Participants**

Participants should be aware that any of The Associations Regulations may be amended during the season following publication of The FA Handbook. Reference should be made to The FA website, located at <u>www.TheFA.com</u> for updated versions of the regulations.



# <u>Appendix II: Affiliated Associations – Hearings Before Disciplinary</u> <u>Commissions</u>

## **Disciplinary Commission Members and Secretaries**

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 A child aged 13 or under must not appear at a Disciplinary Commission as either a witness or the Participant Charged. An alternative method should be adopted which could include:

7.1 convening a meeting to bring the parties together to talk through the issues.

7.2 the Affiliated Association Welfare Officer talking to the child to warn them about their behaviour. A parent/carer should be present at any meeting.

7.3 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.

8A child between the ages of 14 and 18 years inclusive 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.

9Where 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.



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.

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.

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.

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.



## C: 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).

# Grounds of Appeal

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 Disciplinary@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.

8The 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.

9Where 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. 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 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**

<u>General</u>

- 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).

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.



# The Football Association Discipline Process for Small-Sided Football Introduction

Implementing an effective disciplinary process is an important factor for all formats of football, helping to establish a quality, organised, safe and enjoyable football experience for all players and officials. The issue of discipline is of equal importance in Small Sided Football as it is in the 11v11 football, and subsequently should be shown proper attention and regard by Small Sided Football providers when organising their competitions; particularly if the competitions wish to be appropriately sanctioned and affiliated to The Association.

The Association has developed this disciplinary process to accommodate the varied and different needs of Small Sided Football. The Association recognises that applying the same disciplinary processes to Small Sided Football as it does in 11v11 football does not satisfactorily meet the differing demands of this version of the game. However, this does not mean that The Association takes ill-discipline in Small Sided Football any less seriously.

It is important to note for all Small Sided Football providers, that failure or disregard in establishing and effectively implementing these disciplinary processes can and will lead to The Association removing affiliation and classifying providers competitions as being unsanctioned by The Association.

For all Small Sided Football providers that affiliate to The Association nationally it is a condition of affiliation to agree to abide by the 'Heads of Agreement' that clearly state that the provider will manage disciplinary issues in accordance with this disciplinary process.

It is recommended that County FAs that affiliate local Small Sided Football providers establish similar agreements.

The implementation of this disciplinary process will help create a safer and more enjoyable football environment for Small Sided Football players and officials, but



also importantly for the providers it can assist in retaining Participants playing in their competitions.

# 1. Discipline Ownership & Control

All issues of discipline that occur at a Small Sided Football provider affiliated to The Association fall under the jurisdiction of the local County FA.

The ability for Small Sided Football providers to manage discipline in their competitions for incidents outlined in Table 1 below have been delegated to the provider by the local County FA.

It is at the discretion of The Association to remove this delegated responsibility from a Small Sided Football provider if the provider is unable to demonstrate competence in handling and managing disciplinary issues. In such cases the responsibility for all discipline in that competition will be returned to the local County FA.

# 2. Affiliation & Provision of Team Information

When affiliating competitions and slots to The Association or County FAs, all Small Sided Football providers must provide the following information for all teams playing in their competitions to ensure that disciplinary cases can be managed appropriately:

- Team Name
- Team Captain/Manager contact details (name, address, email or telephone number

The Small Sided Football provider must also ensure that The Association or County FA is updated with accurate team information throughout the course of the affiliation period. Small Sided Football providers will not be affiliated unless this team information is provided accurately.

The only exceptions to this rule are outlined below:



#### 2.1. Disciplinary Agreement:

On affiliation to The Association or County FA the Small Sided Football Provider signs the Disciplinary Agreement in Appendix B where the provider agrees to operate a comprehensive system of recording and maintaining accurate team and player details. This agreement also requires the Small Sided Football Provider to provide The Association/ County FA with team information (team name and team captain contact details) within 48 hours of receiving a request for this information. It also accepts that from time-to-time The Association or County FA may request to undertake a random spot-check of a Small Sided Football providers competition to ensure that the provider has accurate team information for all teams in that competition.

As well as signing this Disciplinary Agreement, at the point of affiliation the Small Sided Football provider must also provide written evidence to The Association or County FA to demonstrate the current systems that they operate and maintain to record accurate team information.

If the Small Sided Football provider is able to comply with these points, the organisation will not be required to provide all team information to The Association / County FAs upon affiliation. If however, the Small Sided Football provider consistently fails to provide accurate team information when requested this privilege can be revoked by The Association.

#### 2.2. FA Small Sided Football Accreditation

Small Sided Football providers that have attained The FA Small Sided Football Accreditation have demonstrated through the accreditation process that they have sufficient systems in place for recording and managing team information, and that as part of the accreditation they will provide The Association/County FAs with team details within 48 hours when requested in order for disciplinary cases to be managed. As a consequence, accredited Small Sided Football providers will not be required to provide team information upon affiliation.



## 3. Issuing of Cautions and 'Timed Suspensions'

In Small Sided Football yellow cards and associated cautions are not employed.

Referees should instead issue a blue card for a cautionable offence. The issuing of a blue card indicates that the recipient will serve an immediate 'timed suspension' ('sin bin').

The options for disciplining offenders are therefore as follows:

- Player shown a blue card and temporarily suspended from play
- Player issued with a discretionary second blue card and temporarily excluded from play
- Player issued with a red card and permanently excluded from play

A blue card offence should always be accompanied by a temporary suspension from play.

The period of timed suspension in Small Sided Football shall be two minutes. The release of Players from a temporary suspension should be at the direction of the Referee.

## 3.1. Recording of Blue Cards

In Small Sided Football cautionable offences that result in a blue card and a timed suspension from the match shall not be recorded and reported by the match official or Small Sided Football provider.

Blue card offences should not be reported back to the County FA, and no disciplinary fine shall be incurred by the player.

# 4. Disciplinary Procedures for Red Card Offences

4.1 .'Serious' Red Card Offences

Offences not classified in Table 1 below will be the responsibility of the local County FA. Once the County FA has reviewed the case the Small Sided Football



provider along with the player will be informed of the outcome and any disciplinary action.

For these offences match official are required to complete the Disciplinary Report in Appendix A and submit a copy to the Small Sided Football provider and the relevant County FA.

4.2. 'Less Serious' Red Card Offences (as outlined in Table 1)

Offences classified within Table 1 should be dealt with by the Small Sided Football provider under the delegated-authority of the County FA covered in paragraph 1 above.

The match official should complete a 'Disciplinary Report' (Appendix A) and ensure that it is sent to the Small Sided Football provider.

The Small Sided Football provider should employ the following disciplinary tariff of suspensions in such cases as outlined in Table 1. The provider shall not fine the player.

able 1	
OFFENCE	PENALTY (TO BE ADMINISTERED BY SMALL SIDED
Receiving a second 'blue card' in the same match	1 Match suspension
Denying a goal or an obvious goal scoring	1 Match suspension
Use of offensive, insulting or abusive gestures	2 Match suspension
Attempting to kick or strike another player Violent conduct Serious foul play	3 Match suspension

Match Suspension Tariff:



#### 5. Remit of Disciplinary Action

Any suspensions for offences dealt with by the County FA that are not covered in Table 1 apply to all levels of football (i.e. 11 a side and Small Sided Football).

Red cards administered in Small Sided Football for offences within Table 1 are the responsibility of the organiser to deal with according to The Association's recommended tariff of suspensions and are from Small Sided Football only.

5 Personal Liability for 'Serious' Disciplinary Offences

Initial responsibility for a disciplinary issue will be with the individual that committed the offence. If this individual leaves the team but can be accurately identified, this individual shall retain responsibility for the payment of a fine and should be suspended from all forms of football until the fine is paid in accordance with the Football Debt Recovery Regulations.

If the individual responsible for the offence cannot be accurately identified, the responsibility for the payment of this fine will be with (in order of responsibility):

- 1. The small sided team that the individual played for when committing the offence.
- 2. The team captain of the team that the individual played for.

#### 6. Implementation of Disciplinary Procedures

A robust disciplinary process can only operate if a record is kept of the identity of participating teams and Players.

All Small Sided Football providers should maintain details of participating teams and team contacts prior to the beginning of a competition. Providers should ensure that these details remain updated.

In addition Small Sided Football providers should identify a system whereby the identity of participating Players is recorded prior to a game commencing. These records should be retained by the Organisers and referred to in the event of a serious incident or on suspicion that a Player is playing whilst under suspension.



The existence of these systems (in line with paragraph 2 above) shall be a requirement before The Association or County FA will provide sanction to a competition taking place.

In order for an effective discipline, affiliation and Referees appointment procedure to exist a good working relationship should exist between the Small Sided Football provider and the County FA. County FA's and Small Sided Football providers should establish a 'Heads of Agreement' document which identifies the responsibilities of each party in relation to maintenance of discipline and affiliation processes.



# <u>Appendix A</u>

### Small-Sided Football Disciplinary Report

How to use:

- The Referee should complete this form after a red-card has been issued.
- One form should be completed for each red-card.
- •
- The first copy of this form should be retained by the Small Sided Football provider
- $\circ$   $\;$  The second to be retained by the Referee
- $\circ$   $\,$  The third copy should be forwarded to the County FA (Red Cards
- Type Two Offences only)

Referees must report to the local County FA all Red Card Type Two Offence.

Venue	
Date	
Player	
Team	
Opposition Team	



CARD TYPE	OFFENCE	PLEASE TICK
Red Card Type One	Denying a goal or an obvious scoring opportunity by physical means or by deliberately handling the	
	Use of offensive, insulting or abusive language/ gesture (including at a Referee)	
	A second blue card offence	
	Violent conduct	
	Serious Foul Play	
Red Cards Type Two (to be managed by County FA)	Serious Violent Behaviour causing injury, including any form of assault	
	Spitting	
	Any offences where the offender has also acted in a discriminatory manner for reasons of ethnic origin, colour, race, religion, sex, sexual orientation, disability	
	Any other offence not covered above including offences after the match or after being dismissed	
Notes of incident		

# I have disciplined this player for the following Offence:

Referee Name:	••••
Signature:	•••••
Email Address:	
Date:	•••••



# <u>Appendix B</u>

## Small Sided Football Provider Disciplinary Agreement

This Disciplinary Agreement must be signed and adhered to by a Small Sided Football provider upon affiliating to The Association or County FA if they do not wish to submit all team information details as part of the affiliation process.

The Small Sided Football provider agrees to adhere to the following:

- The Small Sided Football provider agrees to appropriately affiliate all leagues and teams to The Association or County FA for the duration of this agreement.
- 2. The Small Sided Football provider will work with The Association and appropriate County FAs to manage and maintain a robust discipline process in their competitions and will adhere to The Football Association Small Sided Football Disciplinary Policy.
- 3. The Small Sided Football provider will promptly forward all incident reports to the relevant County FA for every sending off for offences not covered under Table 1 of the procedures that occurs in their competitions within 5 working days. The Small Sided Football provider will manage suspensions and disciplinary incidents that are considered 'less serious' and are covered within Table 1.in line with The Football Association Small Sided Football Disciplinary Policy.
- 4. The Small Sided Football provider will provide within 48 hours after receiving a request from a County FA the details of players that are involved in offences being dealt with by the County FA. If the Small Sided Football provider is unable to identify or provide details for the player involved, as a minimum the Small Sided Football provider must be able to produce the team captain / manager's name, address and contact details.
- 5. The Small Sided Football provider will ensure that suspended players are unable to play in their competitions for the duration of the player's suspension.



- 6. The local County FA will manage disciplinary incidents outlined in The Football Association's Small Sided Football Disciplinary Policy.
- 7. The County FAs will ensure that the Small Sided Football provider is made aware of all outcomes that affect Players involved in their competitions.
- 8. The County FAs will ensure that the Small Sided Football provider is informed of all Players that are suspended from participating in affiliated football.
- 9. The Small Sided Football provider will ensure that they operate a robust and thorough system of recording and maintaining accurate team and Player details in all of their affiliated competitions. The Small Sided Football provider at the point of affiliation will provide the County FA or The Association written details of this system that they operate.
- 10. The Association or County FA from time-to-time may request to undertake a spot-check of a Small Sided Football provider's competition to ensure that the provider has the necessary team details for all teams involved in the competition.

The Small Sided Football provider (named below) agrees to adhere to all of the points listed in this Disciplinary Agreement during the period of affiliation to The Association or County FA.

This agreement needs to be signed by the Small Sided Football provider and returned to either The Association or County FA at the point of affiliation.

Name of Small Sided Football provider:	
Name of Senior Representative at the Small Sided Football provider:	
Role at the Organisation:	
Signed:	
Date:	



# Section 5 Index

Section 5 Index
<u>Regulations for the Registration and Control of Referees</u>
<u>1. Registration</u>
2. Referee Recruitment, Training and Examination
3. Classification
<u>4. Promotion</u>
<u>Women</u>
<u>Futsal</u>
5. Competitions
<u>6. Training</u>
7. Conduct of Referees
8. Appeals Against Decisions of a Referees Committee or Commission
<u>Thereof</u>
9. Appointments
<u>10. Conflicts of Interest</u>
<u>11. Referees' Uniform</u>
<u>12. Returns</u>
<u>13. Codes of Conduct</u>
<u>14. Reporting Misconduct</u>
<u>Guide to Marking</u>
How to Decide on the Referees Mark



# <u>Regulations for the Registration and Control of Referees</u> Preamble

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

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

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

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

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

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

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

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

*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 List* - 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.

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

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

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

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

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

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

The Association - means The Football Association.

*Trainee Referee* - a Referee candidate who is undergoing the 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 31 May. A Referee may become an Associate Referee with another Affiliated Association but will not be required to pay a further fee.

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

(c) In cases where the boundaries of Affiliated Associations overlap, the Affiliated Associations concerned must mutually agree responsibility of the training and examination of Trainee Referees. Once the 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 five seasons shall not be re-registered until they have successfully undertaken and completed the FA Basic Referee Course written examination. The Affiliated Association may then register the Referee at their former Level (up to Senior County Referee) once they are satisfied with his/her competence. A Referee who has not been registered for more than five seasons must attend and successfully complete the FA Basic Referee Course at which point they will be registered as a Junior County Referee.

(f) A Referee's registration may be cancelled or suspended by the Affiliated Association in consultation with The Association where the Referee has not acted in the best interests of the game. The Association may take any action it deems appropriate. Applications for the re-instatement of a Referee who has previously been disqualified under this Regulation must be referred to The Association.

#### 2. Referee Recruitment, Training and Examination

(a) The Association and Affiliated Associations shall be responsible for the recruitment, training and examination of Referees.

(b) The requirements and standards for Referee training and examination shall be agreed by The Association.



(c) Initial Referee training course fees shall be set by The Association for:

- FA Basic Referee Course
- Futsal
- Small Sided Football
- Mini Soccer
- Disability Football

(d) FA Basic Referee Course - A candidate will undergo training and evaluation, including practical and written 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 List Referee
Level 2a	Panel Select List Referee
Level 2b	Panel List Referee
Level 3	Contributory League Referee
Level 4	Supply League Referee*
Level 5	Senior County Referee
	This classification includes Referees who have
served at a higher 1	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 se	ason)
	Tutor
	Observer

Mentor

 $\operatorname{Coach}$ 



* 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 Basic Referee Course must be registered as Level T by the end of module 3. 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 Basic 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 1Referees who have been promoted from Level 2Afor 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 National Contributory Leagues and as a Referee on a Supply League.

Referees will be required to complete successfully an annual fitness test and other criteria as determined by The Association prior to having their classification confirmed. On initial selection for promotion to a higher Level, Referees may be required to attend an interview to ascertain their suitability against criteria determined by The Association. The Association will determine the acceptable number of matches required for consideration to be selected for Levels 4 and above.

(b) Selection and promotion within Levels 7 to 5 will be determined as follows:

Referees must apply for promotion in writing to their Parent Association no later than 1 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 September County Associations may:

- Identify Level 7 Referees who are showing promise and consider them for accelerated promotion from Level 7 to 5 in one season providing they meet the criteria as determined above

- To gather supporting evidence for this "accelerated promotion" the Affiliated Association should provide the Referee with more challenging matches eg higher division matches in local leagues, games in later rounds of County Competitions. Referees being considered for this promotion would require an additional 20 games and a further three 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 October.

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



#### Women

(f) Promotion through the Women's 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.



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

- Observer reports on a minimum of three games on competitions as determined by The

#### Association.

- Club marks from competitions over the age of 16 years over a minimum of 20 games (a

minimum of 70% must be in women's competitions) officiated in as a Referee in the marking season.

- Attending at least one women's football in-service training event.

- Successful completion of a written examination as determined by The Association.

- Successful completion of a fitness test as determined by The Association.

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



### 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 70% must be in women's competitions) officiated in as a Referee in the marking season.

- Completion of at least 5 games as an Assistant Referee.

- Attendance at least one in-service training event

- 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 Level 7 Referee 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 Futsal National League competitions.

**FR1** – Officiates all National competitions and Home internationals (if FIFA fitness test has been passed)

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

- Successful completion of a fitness test as determined by The Association.
- Successful completion of a Laws of the Game examination.
- Attendance at in-service training events as determined by The Association.
- Officiate at least 50% of games in the playing season.
- Attain Observer Report average as determined by The Association.

**FR2** – Officiates FA National League 2 and below; and BUCS Premier Leagues and below

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

- Successful completion of a fitness test as determined by The Association.
- Successful completion of a Laws of the Game examination.
- Attendance at in-service training events as determined by The Association.
- Officiate at least 50% of games in the playing season.
- Attain Observer Report average as determined by The Association.



**FR3** – Officiates FA National League 3 and below; and BUCS Tier 2 competitions Promotion from Level 4 to 3 shall be based on the following criteria:

- Successful completion of a Laws of the Game examination.

- Have a minimum of one year's experience as a Futsal Referee.

**FR4** – Officiates County Futsal leagues and other sanctioned competitions Reclassification from FRY upon reaching the age of 16.

A FRT referee will automatically become FR4 upon successful completion of the FA Futsal Referee Course.

FRY – Officiates FA and County FA Youth competitions

 $\mathbf{FRT}$  – Officiates County Futsal leagues and other sanctioned competitions

A Level 7 Futsal Trainee Referee will automatically become a Level 5 Referee (16 years of age or over) or Level 6 (14 or 15 years of age) upon successful completion of the Futsal Referee Training 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 Supply League 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 Supply Leagues and above shall be appraised and reviewed during and at the end of each marking season.



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

Competitions shall provide annually to The Association or Affiliated Association as appropriate a List of the Match Officials they have appointed with the Marks and 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 Supply Leagues is shown at Appendix A. Similarly an example of a marking guide and form for all other affiliated football is shown at Appendix B.

(g) 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 Supply League and above may not receive any other financial reward or incentive based on their on field of play performances from any Affiliated Association or Competition, other than the set fees and expenses.

(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 ServiceAssociation; 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).

(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 aReferee to meet any requirement imposed on, or notified to, a Referee by TheAssociation, 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  $\pounds 25$  must accompany the request; or

(iii) admit the allegation(s). A Referee who admits the allegation(s) may set out any submissions which he wishes the Referees' Committee to consider when considering what, if any, action to take. The Referee may also request a personal hearing as above.

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



### Guide to Procedures at Personal Hearings

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

(a) The allegation(s) will be read out to the Referee, who will be asked if the allegation(s) are admitted or denied.

(b) Evidence in support of the allegation(s) to be called.

(c) Evidence in response to the allegation(s) to be submitted by the Referee, who may, with the permission of the Referees' Committee or Commission, be accompanied by a representative. (Any such representative shall not be permitted to give evidence as a witness).

(d) The Referees' Committee or Commission and the Referee (as appropriate) shall be entitled to ask questions of any witness giving evidence in support of the allegation(s). The Referees' Committee or Commission shall be entitled to ask questions of the Referee, who may give evidence in defence of the allegation(s).

The Referees' Committee or Commission may draw such inferences as it considers appropriate from the failure of the Referee to give evidence or answer a question.

(e) In the event of evidence submitted in answer to the allegation(s) disclosing a point which the Referees' Committee or Commission considers was not covered in the evidence of, or not put to, any witness in support of the allegation(s), the Referees' Committee or Commission may recall and ask questions of such witness. The Referee or relevant representative may also ask questions.



(f) After the evidence has been completed to the satisfaction of the Referees' Committee or Commission, the Referee or representative shall be entitled to make submissions based upon the evidence, but this may not include reference to facts not disclosed in the evidence presented to the Referees' Committee or Commission. At the conclusion of the submissions all persons shall withdraw whilst the Referees' Committee or Commission considers the evidence and submissions presented to it and determines whether the allegation(s) has been proved or not. After reaching a decision, the Referees' Committee or Commission shall recall the Referee and any representative, and announce whether the allegation(s) have proved or not proved. The decision shall be subsequently confirmed in writing. As an alternative the Referees' Committee or Commission may, where it considers it appropriate, not announce its decision at the meeting but inform the Referee that such a decision will be communicated in writing.

(g) Where the Referees' Committee or Commission find the allegation(s) proved, it shall have the power to act in relation to the Registration of the Referee as it considers

appropriate. This may include, but is not limited to, censure, a period of remedial training, suspension or removal of Registration.

(h) A Referee may be dealt with in the normal course as a participant for any alleged Misconduct (i.e. by a Regulatory Commission or another Disciplinary Commission as appropriate), in addition to having issues relating to the Registration as a Referee considered by The Association, Affiliated Association or Service Association through its Referees' Committee in relation to the same behaviour. In such cases, a charge of Misconduct shall be considered before any



matter relating to the issue of Registration is dealt with by the Referees' Committee under Regulation 7 (a)(vi).

Action in respect of the Registration of Match Officials appointed to Competitions of The Association and other Competitions including Contributory League Level and above in the Order of Precedence (Section 9) will be considered by the appropriate committee of The Association.

(i) In circumstances where it is considered appropriate, the Referees' Committee may order that the Registration of a Referee be suspended with immediate effect, pending determination of a charge of Misconduct or pending the determination of a charge under 7(a)(i) or (ii) above and in the latter case the reason for such suspension is to be notified to the Referee in writing and reported to the Commission hearing any resultant charge.

## 8. Appeals Against Decisions of a Referees Committee or Commission Thereof

(a) Where The Association or an Affiliated or Service Association, through its Referees' Committee, makes an order in relation to the registration 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:

 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:



 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) The Panel Leagues 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) Contributory Leagues (recognised divisions only), National League Systems Cup and FA Sunday Cup

(11) Supply Leagues (marking divisions only)

(12) Non Supply League divisions operating at Step 6 in the National League System

- (13) Senior County Leagues
- (14) Intermediate County League
- (15) Women's National League and Cup
- (16) Women's Regional League and Cup
- (17) County Junior Leagues
- (18) County Women's Leagues and Cup
- (19) All other competitions, including Youth Competitions



*Affiliated Association appointments only take precedence over Panel Leagues, The

FA Youth and FA County Youth Challenge Cup Competitions, Contributory League and Supply League appointments. If the appointment is in the Affiliated Association's nominated Senior Cup Competition or in the Semifinal and/or Final of any other

Affiliated Association Competition whether the appointment is as a Referee or an Assistant Referee.

**Fourth Officials where appointed do not form part of the Order of Precedence and usually do not take precedence over an active appointment.

(c) Referees must attend personal hearings when required to do so. At Contributory Level or above Match Officials' appointments already received, take precedence over requests to attend personal hearings. On receipt of notification of a personal hearing Referees must close the date with all appropriate competitions.

(d) Where release from an appointment is required to enable a Referee to take a more senior appointment at least four days' notice must be given to the relevant Affiliated Association or competition by the association or competition requesting the release. Where fewer than four days' notice is given, The Association or Competition must obtain permission from the Affiliated Association or Competition for the Referee to be released.

(e) Once The Association or an Affiliated Association has appointed a Match Official if, subsequently, the match is postponed, abandoned or results in a draw and the rearranged fixture is then scheduled to take place less than four



complete days from the date of the original match. The Association or Affiliated Association appointment will take priority over any other appointment already accepted by the Referee from a competition lower in the order of precedence, unless The Association or Affiliated Association waive their right to the services of the match official so appointed.

(f) "Fourth Officials" are appointed to certain rounds of FA Competitions, Premier League and EFL matches and associated Competitions, and the Panel Competitions. The duties and responsibilities of the Fourth Official are detailed in the Laws of the Game and in the Competition Rules. Such appointments form part of the Order of Precedence within the Competitions listed above.

(g) Reserve Assistant Referees may only be appointed in FA, Premier League and 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' Uniform

(a) (i) All Match Officials in Competitions under the jurisdiction of The Association and Affiliated Associations must wear uniforms comprising a plain shirt which shall be almost entirely black with a white or black collar and black shorts. Socks will be black; the sock top will be black, white or the colour of the shirt or its collar. 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 nonblack 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.

(ii) Referees' uniforms must not carry any form of advertising.

(b) Headgear may be worn in extreme weather conditions. It must be plain black and not restrict the vision of the Match Official.

(c) The following Competitions may be exempt from (a) above, on application to The Association subject to the conditions below:

- The FA Women's Super League and The FA Women's Championship
- The Premier League
- EFL
- Competitions of Panel and Contributory League Status



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

(d) Match Officials officiating in FA Competition matches are required to wear the FIFA or Football Association badge (where awarded) or the badge of their Affiliated Association. No other competition badge should be worn.

(e) Advertising and branding on Match Officials' uniforms (where permitted in accordance with sub-paragraph 11(c) above) must be in accordance with The Association's Regulations relating to advertising on the clothing of Players, Club Officials and Match Officials.

#### 12. Returns

(a) Annually, in accordance with the instructions of The Association issued from time to time, competitions shall provide to The Association or appropriate Affiliated Association lists of Match Officials used. Such lists shall include the marks awarded by clubs, and 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 Contributory League Assistant Referees List.

(c) Competitions that are required to administer fitness tests must submit the results to The Association and the Referee's Parent Affiliated Association.



## 13. Codes of Conduct

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

# 14. Reporting Misconduct

(a) Referees must submit full details on all matters of misconduct, sendings off and cautions only to the appropriate Association or Affiliated Association responsible for administering misconduct and not to any other organisation or Competition.

(b) Referees may include on the normal Competition match report forms the names and club details of those personnel reported for misconduct but must not include any details of the incident and for all on-field offences they can only report the name of the player/players cautioned/sent off, the club, the time of offence and the relevant FA offence code.

(c) Should any match official be approached to supply any details, they should immediately report the matter to the Association or Affiliated Association.

# Guide to Marking

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



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

# Notes

• Club officials should use the full range of marks within each category to help distinguish between different performance levels, e.g. within the 85-76 category a mark of 84 indicates a better performance than a mark of 77.

• While some Referees may have below average performances, there will usually have been some positive aspects of their performance, so extremely low marks should be very rare.

• When club officials are marking a Referee, they should always look at the game as a whole and not isolated decisions. The result of the match should not influence the mark and disciplinary action should be judged objectively.

• When a mark of 60 or lower is awarded, an explanation must be provided to the Competition using the box provided on the marking form. The purpose of this is to assist Referees to improve their performance levels, so the comments should be as helpful as possible.



#### How to Decide on the Referees 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.





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