



# Somerset FA Handbook

2021-2022 Season

*"Football for Everyone  
Everyone for Football"*

## OFFICE HOURS

The Association has its own premises at:  
**Charles Lewin House, Wirral Park Road,  
Glastonbury, Somerset. BA6 9FR**

The General Office & the Development Office will normally be open  
from 8.30 am to 1.00 pm and 1.30 pm to 5.00 pm  
**MONDAY to FRIDAY.**

This may cause problems to some Club Secretaries but nevertheless every effort should be made to make contact during these times.

Outside normal Office Hours, but only in **URGENT** or **EXTREMELY IMPORTANT** circumstances, please telephone the Chairman or Deputy Chairman or in their absence one of the other Directors whose numbers you will find later in this Handbook.

**Website:** [www.somersetfa.com](http://www.somersetfa.com)

**Visit us on Facebook:** Somerset FA

**Follow us on Twitter:** @SomersetFA

**Instagram:** somersetfa

**Flickr:** Somerset FA

**Newsletter:** [www.somersetfa.com/newsletter](http://www.somersetfa.com/newsletter)

*NB: Elsewhere throughout this book reference to the Association  
Secretary or other pertinent titles shall have the same meaning as  
Chief Executive*

## Somerset Football Association Limited

### Vision

Somerset Football Association is responsible for interpreting and applying the 'Rules and Regulations' of its parent body 'The Football Association' to its Divisions, Leagues and Clubs.

It will lead and ensure that the successful development of football covering increased participation, quality and enjoyment will be harnessed to The FA's National Game Strategy. Much of this will be achieved through our vision:

'We will continue to strive to develop, particularly at 'Grass Roots Level', participation in the National Game for all individuals regardless of ability, gender, age, sexual orientation and ethnic background.

We will promote the 'National Game Strategy' using key enablers to ensure all goals are met  
We will work closely with local partnerships and all stakeholders to give added value to the National Game

We will endeavour where there is need to provide information and deliver events deemed beneficial to the National Game

We will actively encourage all leagues, clubs, and match officials under our jurisdiction to participate for the further benefit of FA led initiatives

We will work tirelessly towards our goal for “Football For Everyone; Everyone for Football.”

### Our Mission

To provide opportunities for everyone to fall in love with the game  
Equality For All  
Strive for Achievement

### Our Values

*CREATIVE*

New tactics to support and safeguard all in grassroots football

*INCLUSIVE*

Opportunities for everyone, uniting the football family

*DEDICATED*

Delivering the best footballing experience for team Somerset

## **A brief history of Somerset Football Association**

Somerset Football Association has come a long way since it was founded in 1885, originally being run by a Committee.

During the 1890's many Council meetings took place at The Railway Hotel, Evercreech Junction, most likely to enable members to travel by rail. It was also the year that saw the formation of a committee to manage the Referees Association for the County.

In 1897 players chosen to represent the county were lobbied to make a choice between badges or caps with costs not to exceed 5/-, they chose the latter. By popular demand council also agreed to the formation of the North Somerset League covering the Norton/Radstock/Paulton area.

The County Logo at the turn of the century depicted four Regions---Bath, Bridgwater, Taunton and Wells---rather than the customary dragon.

June 1902 showed the importance of Royalty to the Football Association when the Somerset v Gloucester County Match was prevented being played due to the lamented death of Queen Victoria.

The 1903 AGM resolved to hold all committee meetings at one venue for the coming season at Shepton Mallet. It was also resolved that all Senior Clubs where possible rope or wire off their field of play. An FA Bye-Law where Senior Leagues were restricted from employing Referees other than Somerset Referees was rescinded. The Referees Committee recommended that the whistle be blown as a signal for taking penalties and other free kicks.

The oldest known Somerset County Handbook is a 133page booklet for season 1904-05 priced at a penny. This was the season that the County elected its first Chairman, a Radstock Headmaster Mr Charles Lewin our first FA Councillor; he remained in post until 1945, a truly remarkable servant.

In 1907 the FA drew attention to the overlapping of the Association and Gloucester FA in and around the Bristol Area.

It was in June 1908 that a Bath member moved that the Association be governed by a Council as opposed to a Committee and a Sub Committee was appointed to go into the matter, draw up a scheme and report back. This was progressed on the 1st. May 1909 when a Special General Meeting was held at Shepton Mallet to consider the scheme and the proposals which were adopted. This resulted in setting up of a Council comprising of a President, Chairman, and Referees Secretary with one Representative for each ten affiliated Clubs, Leagues and Competitions, or a fraction thereof in each Parliamentary Division. Based on the number of Clubs, Leagues and Competitions this resulted in nineteen representatives covering Northern, Wells, Frome, Southern, Bridgwater, Taunton/Wellington, Bath Borough

and Eastern Divisions. At the June meeting the Somerset County Referees Committee gave notice that at the next AGM they would be seeking self-control in lieu of being under the auspices of the county.

The first meeting of the newly elected Council was held in Shepton Mallet on 6th September 1909 with the Chairman Mr. Charles Lewin---whom our current Headquarters is named after--- congratulating those elected with the hope that the Association's business would continue to be as harmonious as it was as a Committee.

In May 1910, something unusual took place when the Secretary was authorised to open up communications with the Rugby Union to come to an arrangement for mutual protection and to co-operate in the suspension of players something the Rugby Union subsequently agreed to recognise with effect from September 1910. The Council also decided in December of that year to set up a Benevolent Fund. This fund is still operating today.

Subsequent to the above agreement the Somerset Rugby Union---and Devon FA---sent congratulatory letters to the county on winning the Divisional section of the Southern Counties Championship in 1912.

In 1913 enquiries were made of the Middlesex FA regarding the possibility of a continental tour; with a guarantee of £60-£80 being required, a loss would probably be made so it was resolved that the suggestion would not be entertained at present.

Due to the First World War, a decision was taken in October 1914 not to produce a County Handbook with the majority of Clubs disbanded and just three competitions running. In December all Council meetings were suspended with business being continued by an Emergency Committee at the discretion of the Chairman and Secretary. September 1915 saw the abandonment of all competitions for the duration of the war.

Football resumed when in 1919 the Emergency Committee decided that Officers, Council and Committee remain in office until the 1920 AGM. The intention of keeping a roll of honour for all Somerset footballers who had made the supreme sacrifice during the hostilities had to be aborted; as the numbers were too great it was impossible to record all those who had fallen.

The June 1920 AGM reported 150 clubs affiliated with 24 leagues and competitions.

February 1922 the County supported a resolution from Lincolnshire FA for an increase in ticket allocations for the FA Cup Finals. The FA responded that the final would be played at Wembley Park in 1923 and counties would be allocated all seats they may reasonably require.

In January 1924 FA Council ruled that the growing practice of clubs and supporters launching schemes for fund raising by sweep stakes, lotteries and other means was not only illegal but calculated to bring the game into disrepute.

By the time of the June 1925 AGM the number of affiliated clubs had grown to 200, with 54 leagues and competitions under the county's control but by June 1927 AGM the affiliated clubs had reduced to 190.

During the year of the General Strike in May 1926 the FA decreed "That in the state of the present unsettled conditions of industrial affairs, only authorised football be played by its members until further order. Competition matches must not be played nor may any payment be made or prizes given to players."

In 1927 a view was expressed that Members of Council spent a wanton waste of time and money on hearings for misconduct. A proposal was made and carried "That a Disciplinary Commission be appointed in Divisions and Council meetings be bi-monthly".

The June 1932 AGM reported for the second season running a loss on the season's work of £100 which had to be withdrawn from the reserve fund to balance the account.

In January 1933 a dispute arose over a player at an address, Chatterton Place, Redcliffe, Bristol, the appealing club being successful in suggesting that this was in the county of Gloucester, confirmed by the Postal Authorities. Eventually this was overturned using The Floating Harbour being the boundary between Somerset and Gloucester, an interesting judgement in view of the 1908 boundary commission line. A similar protest in February 1935 occurred over an address at Langton Street, Redcliffe being in Gloucester. On this occasion Kelly's Directory established the address as being in Somerset. Even now in the 21st. Century there remains differences of opinion on where the County Boundaries lie a continuing theme despite further decisions below.

In October 1937 a letter of thanks was sent to Mr S F Rous, FGA secretary at that time for delivering an address on minor football before a large gathering at Bridgwater. December 1937 recorded that this was the point at which the county first introduced player fines in addition to suspensions but it seemed to be discontinued after three months, 2/6p and 5/- being the norm.

As a result of a circular issued during October 1939, January 1940 ascertained that competition football was being run in nine areas of the county, suspended in others. At this point it was decided to run the county's affairs for the duration of hostilities by a War Time Sub Committee comprising the Chairman and five other members. Meetings were few and far between, being held on 7th December 1940, 6<sup>th</sup> September 1942 and 6th June 1945. Minutes from August 1940 indicate that the FA instructed the conditions upon which football should be played, laying stress on the fact, any directions by the Home Office or Police must be observed.

Minutes September 1945 recorded that eight leagues were likely to run during that season being West Somerset, Cheddar Valley, Yeovil, Bridgwater, Weston-Super Mare, Bath and Taunton Saturday. At the end of the second world war and for a long period, discipline hearings were held by full council monthly at the Railway Hotel, Wells. On the formation of a Disciplinary Committee, hearings were then held at The Mermaid, followed by The Fountain both in Wells and then our Midsomer Norton Office. With the latter being in the north of the county, it was agreed in the early decade of the 21<sup>st</sup> Century to also hold hearings at Taunton to assist in travelling arrangements for the southern based clubs. On purchasing our new offices in 2009, all hearings are now held at Charles Lewin House.

September 1947 showed that in response to an enquiry the FA had ruled that "German prisoners of war are not allowed to play for civilian clubs" It was reported in November 1947 that a letter had been received from Mr E Shinwell, Minister of Fuel and Power regretting his inability to grant to the FA a supply of petrol coupons for county association, clubs, referees, coaches etc. In view of this a rota was drawn up by council members to travel in groups from various locations. The last meeting at the Star Hotel took place in December 1947 and it was reported that the new venue would be the Railway Hotel, Glastonbury Road, Wells.

1948 saw the setting up of a competition under the title of the Professional Cup, it subsequently became and is at present the Somerset FA Premier Cup

September 1950 referred to the problem vis a vis: The geographical position of Somerset and Gloucestershire which had long been on-going had been referred to the FA who had intimated a commission would be appointed. The following December the FA wrote that a further search of their records had resolved that the Overlapping Commission of 1908 stated that Somerset County FA was not overlapped and the area in the County of Somerset, also decided that Gloucester was not overlapped, their area was the County of Gloucester and the City and County of Bristol and the ground or headquarters of a club qualified for membership. From this map the river Avon does not form the boundary between the two counties entirely but an area practically from Nightingale Valley to Jeffrys Hill to where the river is definitely within the County Borough of Bristol and there is no doubt about it that Bedminster Parson Street Station and Bedminster Down are within the City of Bristol. Brislington Station appeared to be exactly on the boundary line. St Anne's is in Somerset. Upon the invite of Sir Stanley Rous the council stated their wish to pursue the matter further through a Commission. A Commission was set up at Lancaster Gate, London W2 for Friday 12th January 1951 to further investigate.

February 1951 the decision was reported: That clubs whose headquarters are in and Referees who reside in that area of the City and County of Bristol which has extended into the County of Somerset or in any way contemplated extensions by that administrative body, should affiliate to or register with the Somerset FA as their parent Association and, if they wish, also apply to affiliate to or register with the Gloucester FA.

A resolution was passed in January 1952 ruling that in future members of council should refrain from smoking during the hearing of misconduct cases. A circular was also received from the FA stating that in no circumstances would the Association entertain Sunday Football.

May 1952 recorded that Sir Stanley Rous had been welcomed to Somerset on May 10th where he presented the professional cup to Bath City at Glastonbury in the afternoon and was guest speaker at the first Referees annual dinner in the evening at Weston Super Mare.

July 1956 Council resolved that an insignia be purchased for the Chairman; it was not deemed suitable for present day purposes at that time.

A brief history of Somerset Handbook Football Association 13 From 1956 onwards most of our history of general interest peters out with council's time from our minutes containing little else other than misconduct. We do know that the county was renamed Somerset & Avon (South) 1978/79 season and reverted to Somerset 1994/95. This was done because had football been restructured the majority of clubs were in Avon.

In the mid 1970's after a period where he was paid a honorarium, Lewis Webb became the first appointed full time secretary, working from home. After his death in 1991 Helen Marchment became the first county female secretary. This position has evolved and replaced by a Chief Executive.

Toward the latter end of the 20th Century council resolved that we should seek to purchase our own Headquarters with a move from Midsomer Norton to somewhere more central. A considerable sum of revenue was invested in the initial proposal to move to a purpose built premises at Wells City FC which eventually had to be aborted. There followed an investigation on a move to Glastonbury FC which again proved to be impossible through conditions imposed. However, not to be beaten we then pursued the purchase of new property being built under the jurisdiction of the South West Development Agency which once more did not come to fruition at this juncture a new build was observed by the President and Chairman at the Wirral Business Park, Glastonbury. This resulted in a successful application and negotiations with the builder culminating in at last having our own Headquarters which we moved into on 1st. October 2009.

During this time the workload of the county had increased enormously. In the early 90's we operated with a staff of two permanent and three temporaries. In 1999 we became a Company Limited by Guarantee; this began the period of what had in the past been a Governance team now being supported by a Development team with the FA financing much of the development work in raising the profile of our National game. By 2009 the staff numbers had risen to nine full time and three part time, subsequently fourteen, seven of which are Development assigned, all led by the newly appointed Chief Executive. At the time of incorporation ten Directors were also appointed since reduced to eight and they are responsible for the running of the Association each one with identified areas. Most of this came about with the FA introducing development plans for every county culminating in their increased investment into grass roots football. To access this funding in



the early years of 2000 a County Plan had to be produced and since 2015 a Business Plan has been added and we have to go before a Regional Assessment Panel to present our case for them to support and clear with the National Game Board.

The above are additionally supported by a volunteer workforce of councillors elected by their various leagues clubs and associations. In 2012 after a review which took two years to complete the council was reduced from seventy six to fifty two by eliminating Divisional Representatives and giving the leagues increased numbers on a pro rata basis of one representative for each forty teams. A brief history of Somerset Handbook Football Association 1

## List of Officers of the Association

### President

H E Murray Anderton	1896-1923
J Coleby Norland	1923-1928
Rev. H J Ker-Thompson	1928-1947
W J Bown	1947-1949
E E Sheldon	1949-1950
Rt Hon Viscount Alexander of Hillsborough	1950-1952
H M Scott MBE	1952-1977
E T King	1977-1992
H V Angell	1992-1997
F P Hillier MBE	1997-

### Chairman

C J Lewin	1903-1945
W J Bown	1945-1949
F S Carpenter	1949-1966
D G Cummings	1966-1984
A J Hobbs	1984-2013
A P Hockley	2013-2020
P M Chaplin	2020-

### Secretary (Chief Executive from 2008)

H A Sheldon	1896-1897
H J Cockram	1897-1910
W J Bown	1910-1918
W J Bown & F H Holloway	1918-1946
F H Holloway	1946-1949
C A Webb	1949-1964
L J Webb	1964-1991
Mrs H R Marchment	1991-2007
J M Pike	2007-

## **PRESIDENT - F P Hillier Esq, MBE, JP**

### **VICE-PRESIDENTS**

Mr D C Howell	Warminster
Mr D Bissex	Midsomer Norton
Mr C Dunford	Somerton
Mr A W J Cumner	Weston super Mare
Mr F J Brooks	Burnham on Sea
Mr T Harris	Taunton
Mr R J Hemburrow	Taunton
Mr P A Binning	Congresbury
Mr B E Wells	Oakhill
Mr D J Bridger	Taunton
Mrs H R Marchment	Midsomer Norton
Mrs S Drayton	Chard
Mr A Carver	Midsomer Norton
Mrs H Drinkwater	Mark
Mr D Brine	Weston Super Mare
Mrs G Jones	Easton-in-Gordano
Mr P Williams	Knowle

# OFFICERS

## **PRESIDENT**

F P Hillier, MBE, JP (1997)  
20 Lynton Road, Midsomer Norton, Bath BA3 4AL  
Tel: 01761 418274

## **CHAIRMAN**

P M Chaplin (2020)  
5 Stradling Close, Chilton Polden, Bridgwater TA79JF  
Tel: 01278 723305

## **DEPUTY CHAIRMAN**

D Braithwaite (2020)  
3 Ashcott, Whitchurch, Bristol BS14 0AG  
Tel: 01275 269245

## **ACCOUNTANTS**

Old Mill Accountants

## **DIRECTORS**

F P Hillier	President
P M Chaplin	Chairman
D Braithwaite	Deputy Chairman
L Ballard	Inclusion Advisory Group Chairman
R J Hemburrow	(Retires 2022)
A G Hurford	(Retires 2023)
D Waghorn	(Retires 2024)
C-A Morgan	(Retires 2025)
R J Swaine	(Retires 2026)

## **REPRESENTATIVE OF THE COUNCIL ON THE FOOTBALL ASSOCIATION LIMITED**

P M Chaplin

## **COUNTY REFEREES APPOINTMENTS OFFICER**

M Peters (Martin)  
Charles Lewin House, Wirral Park Road Glastonbury. BA6 9FR  
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Mobile: 07506 826638  
Email: [martin.peters@somersetfa.com](mailto:martin.peters@somersetfa.com)

## ASSOCIATION STAFF

### CHIEF EXECUTIVE

J Pike (Jon)

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**Mobile:** 07946 182658

**Email:** [jonathan.pike@somersetfa.com](mailto:jonathan.pike@somersetfa.com)

### FOOTBALL SERVICES

#### FOOTBALL SERVICES MANAGER

M Buller (Megan)

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#### FOOTBALL SERVICES OFFICER - FINANCE

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#### FOOTBALL SERVICES OFFICER (COUNTY CUPS & REFEREES COORDINATOR)

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#### FOOTBALL SERVICES OFFICER

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### SAFEGUARDING

#### DESIGNATED SAFEGUARDING OFFICER

S Needham (Shirley)

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## **DEVELOPMENT**

### **COUNTY DEVELOPMENT MANAGER**

B Dix (Brendan)

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### **FOOTBALL DEVELOPMENT OFFICER (Male Participation)**

A Clements (Aaron)

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### **FOOTBALL DEVELOPMENT OFFICER (Female Participation & Inclusion)**

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### **FOOTBALL DEVELOPMENT OFFICER (Clubs & Leagues)**

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### **FOOTBALL DEVELOPMENT OFFICER (Disability)**

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### **REFEREES' DEVELOPMENT OFFICER**

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## SAFEGUARDING TEAM

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### BOARD SAFEGUARDING LEAD

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### SENIOR SAFEGUARDING LEAD

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Email: [megan.buller@somersetfa.com](mailto:megan.buller@somersetfa.com)

### The FA Whistleblowing Policy

If you feel a safeguarding concern has not been adequately dealt with and a child or young person remains at risk of harm, you can contact:

#### The FA

Phone: 0800 169 1863

Email: [safeguarding@thefa.com](mailto:safeguarding@thefa.com)

#### NSPCC

Phone: 0808 800 5000

Email: [help@NSPCC.org.uk](mailto:help@NSPCC.org.uk)

**The Somerset Football Association Limited Board takes collective decisions on decision relating to the running of the company as well as on all football related matters. Each Director has specific responsibilities as shown.**

**Francis Hillier** is one of the longest serving members of Council. His position confers on him to be automatically appointed to the Board which he has served since incorporation. His experience is invaluable to the Board who value his stewardship. He has been our President since 1997. Francis is one of the County Disciplinary Chairmen. He is at the forefront of the PR activities of the county having considerable input into the county magazine where he writes a history of the Association

**Phil Chaplin** was elected Chairman of Somerset FA in 2020, succeeding Peter Hockley. He joined the Board in 2016, becoming Deputy Chairman a year later. He moved from Sussex where he was a Council member, director and Deputy Chairman for many years, and Chairman of the (now defunct) Crawley League at Step 7. Phil is Somerset FA's representative on the Council of the Football Association. Phil is an independent director.

**David Braithwaite** joined the Board in 2013 to fill the vacancy for an elected director caused through John Shearing becoming Deputy Chairman. He succeeded to that position himself in 2020 when the incumbent Phil Chaplin became Chair. David had already served as a Director of the county in the past when he was Honorary Referee Officer which at the time carried Board status. He is the Chairman of the Discipline Committee.

**Bob Hemburrow** a Life Member from 2001 and elected Director following incorporation. With his working background he is responsible for Governance particularly Human Relations and Finance. He oversees and has input into the County Strategy and Business plan and as such has close working arrangements with the Chief Executive and County Development Manager. He also works closely with the Chief Executive and our Accountant on Finance matters.

**Alan Hurford** is the last of our Board to be a Director since day one and, has since become a Council Life Member. Alan looks after PR, Sponsorship and played the lead role in our projected move from Midsomer Norton to the Wirral Offices. As a Chartered Secretary he would give advice on our Articles of Association and any proposed amendments. Alan is a Life Member of Somerset FA

**Dean Waghorn** is our newest director; Dean joined the board in August 2017, replacing Phil Chaplin after he was elected Deputy Chair, and will initially serve the remainder of his term until summer 2019. Dean represents the Bridgwater Sunday League on the Somerset FA council, where he is the current league chairman

**Carrie-Anne Morgan** was elected to the board in 2020, when she became Somerset FA first female director. Carrie-Anne is the secretary of the Yeovil and District league, a large league



in the south of the county with both adult and youth sections and prior to that was a club secretary, she therefore brings a wealth of grass roots experience to the Board.

**Lee Ballard** was elected to the board in January 2021 as the inclusion lead when he was appointed as the chair of the Inclusion Advisory group. Lee is our second Independent Director. Lee brings experience as a coach and coach developer across male, female, and disability football, and teaches inclusion to sport students at Plymouth Marjon University.

Richard Swaine is the latest member of the board, having been appointed Board Safeguarding Champion in August 2021. He is a maths teacher in Somerset, as well as an active referee within the South West. Richard also sits as Chairperson of the Somerset County Women's League and brings a wealth of professional knowledge to the Safeguarding Role.

# THE COUNCIL

(FIRST FORMED IN 1909)

## LIFE MEMBERS

F P Hillier (Francis) MBE, JP 20 Lynton Road, Midsomer Norton, Bath BA3 4AL	1972 Tel: 01761 418274
<i>F J Brooks (Fred) *</i> 27 St Marks Road, Burnham on Sea, Somerset TA8 2BD	1973 Tel: 01278 788621
A W J Cumner (Alan) 7 Drayton, Brompton Road, Weston super Mare BS24 9BY	1978 Tel: 01934 814967
N J Griffin (Nick) 4 Vallis Road, Frome BA11 3EA	1978 Tel: 01373 453941 (H) 07971 108669 (B)
B E Wells (Bryan) Craigwell, Ashwick, Oakhill, Bath BA3 5BE	1980 Tel: 01749 840401
R J Hemburrow (Bob) 14 Newlands Grove, Ruishton, Taunton, Somerset TA3 5JJ	1980 Tel: 01823 442040
A P Hockley (Peter) 32 The Meads, Milborne Port, Sherborne, DT9 5DS	1982 Tel: 01963 250844
<i>D J Bridger (David) *</i> Pippin Cottage, 44 Dunkleys Way, Hillyfields, Taunton TA1 2LX	1985 Tel: 01823 274302
A G Hurford (Alan) 28 Somerville Way, Bridgwater TA6 5SA	1986 Tel: 01278 455742
R J Fox (Bob) 1 The Retreat, Foxcote, Radstock, Bath BA3 5YF	1987 Tel: 01761 435715
R L Brinsford (Roger) 90 Stockwood Road, Stockwood, Bristol BS14 8JE	1989 Tel: 07889 407764 (M)
<i>G Noyce (Geoff) *</i> 10 Hill View, Mudford, Yeovil, Somerset. 10 Hill View	1989 Tel: 01460 75183
<i>B D Beer (Brian) *</i> 60 Glanville Avenue, Chard TA20 1BN (1997)	1980 & 1997 Tel: 01460 62997

<i>G Close (Graham) *</i> 112 Allerton Crescent, Whitchurch, Bristol BS14 9PX	1992 Tel: 01275 835700
J D Shearing (John) 331 St Michaels Avenue, Yeovil, BA21 4ND	1995 Tel: 01935 429384
A Rosekilly (Alan) 146 Lansdowne Crescent, Calne, Wiltshire SN11 9NU	1995 Tel: 01249 814538
Mrs V Gilbert (Veronica) 16 Sunnybank, Lyncombe Vale, Bath BA2 4NA	1996 Tel: 01225 315777
J Harvey (John) 11 High View Drive, Ashcott, Bridgwater TA7 9QY	1996 Tel: 01458 210562
R S Slocombe (Stan) 64 Hambledon Road, St Georges, Weston super Mare BS22 7GL	1997 Tel: 01934 525974
<i>L Loveday (Logan) *</i> 18 Somerville Way, Bridgwater TA6 5SA	1996 & 2009 Tel: 01278 421034
R Penny (Roy) 53 Ridgeway Lane, Whitchurch, Bristol. BS14 9NP	2000 Tel: 01275 541392

N.B. An \* and the members name in italics denotes Inactive Life Member Status

## AREA REPRESENTATIVES

**North** (North Somerset, Bath & North East Somerset and Bristol area)

*Vacant*

**South** (Somerset County Council area)

*Vacant*

## LEAGUE AND OTHER REPRESENTATIVES

### Bath and District League

B Bishop (Brian)

(2006-2011 & 2020)

11 Hillcrest Drive, Bath BA2 1HD

Tel: 07779 444889

### Bridgwater and District Sunday League

D Waghorn (Dean)

(2015)

88 Holford Road, Bridgwater. TA6 7NX

Tel: 07980 357169

### Mid Somerset League

R Grubb (Ryan)

(2007)

40 Priory Close, Midsomer Norton, Radstock BA3 2HZ

Tel: 01761 417950

### Midsomer Norton Youth League

G Smart (Gary)

(2007)

39 Upper Whatcombe, Frome. BA11 3SA

Tel: 07976 248620 (M)

### Midsomer Norton Mini League

N Marklew (Neil)

(2016)

15 Courts Barton, Frome. BA11 4QA

Tel: 07711 192942 (M)

### Perry Street and District League

C Ware (Christopher)

(2018)

The Olde Bakehouse, Isle Abbots, Taunton TA3 6RJ

Tel: 07590 493617

### Western Counties Floodlight Youth League

R Sloane (Richard)

(2004-2007, 2009-2019 & 2020)

3 Maysfield Close, Portishead, North Somerset. BS20 6RL

Tel: 07711 078589

### Somerset County League

S Densley (Steve)

(2019)

26 Brins Close, Stoke Gifford, Bristol BS34 8XU

Tel: 07816 833299(M)

M Counsell (Matthew)

(2020)

3 Penmoor Place, Berrow, Burnham on Sea. TA8 2NB

Tel: 07772 538068

S Webb (Stephanie)

(2020)

27 Dunlop Green Mews, Forest Road, Kingswood, Bristol. BS15 8FS

Tel: 07775 424355

**Somerset County Women's League**

R Swaine (Richard) (2018)  
12 Ridgemean, Yeovil. BA20 2SF Tel: 07971 070362 (M)

**Somerset Girls League**

D Adams (Dean) (2016)  
2 Chapel Street, Burnham-on-Sea. TA8 1AU Tel: 07764 305945 (M)

**Somerset U18 League**

G Best (Gary) (2006)  
Bullenshay Cottage, Adsborough, Taunton TA2 8RN Tel: 01823 413474

**Taunton & District Saturday League**

N Stilton (Nick) (2017)  
Summerhayes, Butters Lane, Churchinford, Taunton TA3 7DS Tel: 01823 601418

**Taunton and District Sunday League**

*Vacant*

**Taunton Youth League**

*Vacant*

**Weston super Mare and District League**

D Brine (Dave) (2002-2014 & 2018)  
44 Beach Road, Kewstoke, Weston Super Mare. BS22 9UU Tel: 01934 625585

**Woodspring Junior League**

J Major (John) (2019)  
24 Borgie Place, Weston Super Mare, North Somerset BS22 9HG Tel: 07906 675798

**Yeovil and District League**

Mrs C-A Morgan (Carrie-Anne) (2016)  
85 Great Orchard, Ilchester, Yeovil, BA22 8NE Tel: 07516 161815 (M)

**Yeovil and District Youth League**

A Bussell (Ashley) (2015)  
3 Sunnyside Terrace, Barrington. TA19 0JE Tel: 07969 106205 (M)

**Yeovil Mini League**

R Hodgson (Ron) (2020)  
1 Pine Tree Avenue, Yeovil BA20 2NN Tel: 07970 055980

**Somerset FA Inclusion Advisory Group**

L Ballard (Lee) (2021)

**Somerset Referee's Association**

N Meadows (Neil) (2017)

Orchard Cottage 11 The Pound Bromham Chippenham SN15 2HE Tel: 01380 850360

**Somerset Schools Football Association**

M Hopkins (Mo) (2020)

**Western Football League**

R Palette (Richard) (2020)

6 Elmsett Hall, Glanville Road, Wedmore BS28 4AD Tel: 07721 679681

**CO-OPTED MEMBERS**

T Cotton (Terry) (2013)

Huish Park, Lufton Way, Yeovil. BA21 8YF Tel:

S Bayliss (Steve) (2013)

Ramona, Wet Lane, Draycott, Cheddar BS27 3TG Tel: 07976 830823 (M)

K Pearson (Ken) (2009-2012 & 2015)

8 Fairfield Green, Churchinford, Taunton. TA3 7RR Tel:

## LIST OF COMMITTEES Season 2021 -2022

The President, Chairman and Deputy Chairman shall be ex-officio members of all Committees of the Council

### Board of Appeal

A R Carver (Midsomer Norton)      T Sainsbury (Yeovil)      T Harris (Taunton)

### Leagues' Board of Appeal –

R L Brinsford  
A W J Cumner  
A Rosekilly  
G Smart

### Chairman or Deputy Chairman

G Best      A P Hockley  
R J Fox      A G Hurford  
J D Shearing      R S Slocombe  
B E Wells

### League Sanction Committee –

Appointed Member of the Board:  
S Bayliss  
R Grubb  
R Hodgson  
R Swaine

### G Smart (Chair) J Harvey (Deputy Chair)

D Waghorn      R J Fox  
M Counsell      A G Hurford  
J L Harvey      A Rosekilly  
R Penney

### Youth Council members to be appointed

### Property Management Committee

D Braithwaite      F P Hillier      J D Shearing  
B E Wells

### Disciplinary Committee – Chairs

S Bayliss  
T Cotton

B Rose

Independent Discipline Chair

### D Braithwaite (Chair) R F Penney (Deputy Chair)

G Best      R Brinsford  
R J Fox      J L Harvey  
A Rosekilly      K Woodmason

### Discipline Secretaries

Neil Marklew  
Megan Buller\*  
Martin Peters

### Committee

All members of Council will be members of the Disciplinary Committee and will serve as Committee members when required, and may on occasion be requested to act as a steward when a hearing necessitates one.

The association will appoint Independent members to this committee from outside membership of the Council to meet FA Disciplinary Regulations.

**Referees Steering Committee – N Brown (Chair) N Meadows (Deputy Chair)**

Appointed Member of the Board: D Braithwaite  
 Referees Development Officer: M Eva  
 Referees Appointment Officer: M Peters  
 Referees Committee Administrator: M Peters  
 Assessors Coordinator: S Snartt  
 Assessors Appointments Coordinator: M Peters

**Youth Council members to be appointed**

B Bishop	R Swaine	S Densley	I
Harley	J L Harvey		

With power to co-opt

**Representative Team Committee – R Swaine (Chair) TBC (Deputy Chair)**

Appointed Member of the Board: R J Hemburrow  
 Secretary  
 D Adams R Brinsford A Bussell  
 M Coles N Griffin J Major  
 H R Marchment N Marklew R Sloane

**Youth Council members to be appointed**

Team Managers  
 N Hayward (Women's) M Hopkins (U16 Boys)

**County Cup Committee – S Bayliss (Chair), B E Wells (Deputy Chair)**

Appointed Member of the Board: Ms C-A Morgan  
 Mrs M Buller A R Carver S Densley  
 R Penney J D Shearing G Smart  
 C Ware P Williams

**Youth Council members to be appointed**

With power to co-opt

**Charter Standard Committee – G Best (Chair) TBC (Deputy Chair)**

Appointed Member of the Board: D Waghorn  
 S Bayliss D Brine T Cotton  
 R Penney G Smart N Stilton  
 S Webb

**Benevolent Sub-Committee – D Braithwaite (Chair)**

Any member of Council can be co-opted as required to consider an application for assistance

**Inclusion Advisory Group - L Ballard (Chair)**

Appointed Member of the Board:  
 S Burnett K Pearson D Mills  
 O Moore C Ridgwell A Kohnert

**Youth Council members to be appointed**

Further recruitment in progress



**Youth Council -**

Dan Bugg

Freya Gudge

**Tom Bond (Chair) Georgia Ferdinando (Deputy Chair)**

Alex Caird

Jacob McKenna

Jamie Carpenter

Elliot Saunders

Two members of the above committee shall be nominated to attend full council, where they will have one vote between them.

A General Purposes Committee will be formed when a specific project warrants it, this will be selected by the Board to utilise the talents of members best suited for the specific task given it

It is intended that a member of the Youth Council will be invited to sit on most committees

## Somerset FA Calendar, 2021-2022 Season

### NOVEMBER

10 <sup>th</sup> November	CHARTER STANDARD COMMITTEE
11 <sup>th</sup> November	IAG
15 <sup>th</sup> November	Board
29 <sup>th</sup> November	YOUTH COUNCIL

### DECEMBER

2 <sup>nd</sup> December	SFA COUNCIL
6 <sup>th</sup> December	SANCTION COMMITTEE
13 <sup>th</sup> December	YOUTH COUNCIL
15 <sup>th</sup> December	RefCo

### JANUARY

25 <sup>th</sup> January	JLC
31 <sup>st</sup> January	YOUTH COUNCIL

### FEBRUARY

1 <sup>st</sup> February	Deadline for return of nominations for FA Council representative
3 <sup>rd</sup> February	SFA COUNCIL
21 <sup>st</sup> February	CUPS COMMITTEE
28 <sup>th</sup> February	YOUTH COUNCIL

### MARCH

2 <sup>nd</sup> March	CHARTER STANDARD COMMITTEE
7 <sup>th</sup> March	RefCo
23 <sup>rd</sup> March	SANCTION COMMITTEE
28 <sup>th</sup> March	YOUTH COUNCIL

### APRIL

7 <sup>th</sup> April	SFA COUNCIL
18 <sup>th</sup> April	CUPS COMMITTEE
25 <sup>th</sup> April	YOUTH COUNCIL
26 <sup>th</sup> April	REPRESENTATIVE TEAM COMMITTEE

### MAY

23 <sup>rd</sup> May	RefCo
24 <sup>th</sup> May	JLC
30 <sup>th</sup> May	YOUTH COUNCIL

### JUNE

9 <sup>th</sup> June	SFA COUNCIL
27 <sup>th</sup> June	YOUTH COUNCIL

### JULY

7 <sup>th</sup> July	SFA ANNUAL GENERAL MEETING 2021
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## **STANDING ORDERS FOR MEETINGS OF THE SOMERSET FOOTBALL ASSOCIATION LTD**

1st The Chairman of the Council shall be elected at the first meeting of the Council, and shall receive an allowance, to be determined by the Directors annually, to cover his travelling and out of pocket expenses. His duty shall be to control the business of the Meeting, and in case of a tie on voting for any motion or amendment, he shall have power to give a second, or casting vote.

2nd Every motion or amendment shall be moved and seconded, and shall be reduced to writing, if so required, before it is discussed or put to the Meeting.

3rd A member shall stand when speaking and shall address the chair. When the Chairman rises no one else shall continue standing, nor shall anyone else rise until the Chairman resumes his seat.

4th A member who speaks shall direct his speech strictly to the motion under discussion, or to a motion or amendment to be proposed by himself, or to a point of question or order.

5th A member shall not address the Meeting more than once on any motion of amendment, but the mover of an original resolution may reply, and in his reply shall strictly confine himself to answering previous speakers and shall not introduce any new matter into the debate, provided always that a member may speak on a point of order, or in explanation of some material part of a speech made by him, which he believes to have been misunderstood.

6th A motion or amendment once made and seconded shall not be withdrawn without the consent of the Meeting.

7th Any amendment shall be relevant to the motion on which it is moved.

8th If any amendment be rejected, other amendments may be moved on the original motion.

9th If an amendment be carried, the motion, as amended, shall take the place of the original motion, and shall become the question upon which any further amendment may be moved.

10th Any motion once having been passed by a Council Meeting shall not be discussed or rescinded without the consent of at least one half of those present. Notice of motion must be given and appear on the Agenda before any decision arrived at can be varied or rescinded.

11th URGENT BUSINESS: Any matter of pressing importance not on the Agenda may be dealt with at once, upon a motion of 'Urgency' being duly moved, seconded and carried by a two-third majority of members present.

12th PRIVILEGE: That the discussion, statement of members, evidence of witnesses and other matters within and before the Council and Committees shall be deemed privileged and private. The Council shall have power to censure or suspend from service on the Council any member proved to be guilty of a breach of this Rule

## **SOMERSET FOOTBALL ASSOCIATION LIMITED (“THE ASSOCIATION”)**

### **MEMBERSHIP RULES**

These Membership Rules are made pursuant to the Association’s Memorandum and Articles of Association. Where there is an inconsistency between these Rules and the Memorandum and Articles of Association, the provisions of the Memorandum and Articles of Association shall prevail.

#### **1. MEMBERSHIP**

1.1 All Clubs and Competitions playing under Association Football rules, having their grounds or headquarters in the area of Somerset shall be eligible for membership, subject to the approval of the Council.

1.2 The playing ground shall constitute the Headquarters of Clubs with the following exceptions:

- a) Clubs concerned with Public offices, Banks, Railways, Business Houses and similar institutions.
- b) Clubs which have not a recognised playing ground.
- c) Clubs which cannot obtain a suitable and convenient ground within the area of their County Association.

1.3 The Headquarters of the excepted Clubs shall be within the area of the County Association to which they claim to belong.

1.4 All members of the Somerset FA Board and Council

#### **2. MISCONDUCT**

All cases of misconduct connected with the game must be reported by the Referee direct to the Chief Executive.

Cases of misconduct shall be dealt with by a Disciplinary Committee consisting of not less than 3 or more than 5 members one of whom shall act as Secretary. Subject to Rule 6 their decision shall be final.

Any Player or individual requesting a personal hearing must deposit the sum as set out under the Fees and Fines Section with the Chief Executive of the Association at LEAST FOURTEEN DAYS prior to the date fixed for the hearing. Such deposit fee must, however, be returned to the individual if he is found not guilty of alleged misconduct. If found guilty at the hearing the deposit is liable to be forfeited, and that forfeiture may be in addition to any fine which may be imposed.

In the event of an alleged assault upon a Referee, the Player and the Referee must attend the hearing of the case and until the Disciplinary Committee has heard and adjudicated on the charge, the Player shall not participate in any football match.

The Disciplinary Committee shall, unless prevented by special circumstances, meet monthly or at such times that are deemed necessary. Please refer to the FA Memorandum of Procedure for Dealing with Field offences.

Clubs not acknowledging receipt of misconduct reports and failing to submit the report to the persons concerned, shall be fined as set out under the Fees and Fines Section. Clubs not replying to correspondence sent out by the Chief Executive, where requested to do so, will be similarly fined, unless they can provide proof of postage of the specific document deemed to be late.

It shall be a requirement of all Clubs within the jurisdiction of the Somerset Football Association Ltd to bring to the notice of the Association any registered playing member who changes his name by deed poll or otherwise. Failure to comply will result in the Club and/or Player concerned being charged with misconduct.

### **3. PAYMENT OF FINES**

Any amount ordered by the Council to be paid must be remitted by the Club concerned to the Chief Executive of the Association within fourteen days of the date of the notification of the amount, failing which the Club and Player will be automatically suspended until such amount has been paid.

Any Player not reimbursing his club for any amount which they have paid on his behalf will be deemed guilty of further misconduct and will be automatically suspended until such amount is re-imbursed to the Club.

### **4. PLAYERS UNDER SUSPENSION**

Any Club found guilty of playing a Player who is under suspension or a Player who plays whilst under suspension shall be dealt with by the Disciplinary Committee.

### **5. PROTESTS**

No protest or appeal will be entertained unless the protesting or appealing Club has paid the affiliation fee for the current season. Protests must be made within seven days of the incident occurring. Should any protesting Club be found to be in possession of any knowledge which, if properly used, might have obviated the protest, or having been guilty of any breach of rules during or arising out of the match or matter in dispute, the Council (or Committee) shall take this into consideration and shall have power to dismiss the protest, retain the fees, and deal with the protesting Club as they think fit.

Should any Official or Member of the Council be a member of any Club or Competition or any interested party concerning which there is any protest, dispute or question, the said person shall not be eligible to sit on the Council, Sub-Committee or Commission while the said protest, dispute or question is being considered.

### **6. APPEALS AGAINST THE DECISIONS OF THE COUNCIL**

Aggrieved Clubs and Competitions, may refer any decision of the Council to the Board of Appeal consisting of seven persons (three to form a quorum) elected at the AGM. Notice of appeal must be sent to the Chief Executive within seven days of such decision, or within such time as the Council may direct, accompanied by a fee as set out under the Fees and Fines Section. The appeal MUST be signed by the Chairman of the Club, or his deputy, and by one member of the Club Committee. If either Club or competition wishes to bring forward evidence that was not given when the case was heard by the Council, particulars of

such evidence (in duplicate) must be sent to the Chief Executive not less than 48 hours before the meeting of the Board of Appeal, in order that the Clubs or Competitions concerned may be informed. In the event of an appeal being rejected the fee shall be forfeited, but should an appeal be sustained the appeal fee together with any original protest fee shall be returned. The Board of Appeal may at its discretion make an order as to payment of the expenses of the hearing. The travelling expenses of the Board of Appeal shall be payable out of the funds of the Association.

The decisions of the Board of Appeal shall be final. Any Player or individual wishing to appeal against a decision of the Council of this Association may appeal to The Football Association, Wembley Stadium, P O Box 1966, London SW1P 9EQ and The Football Association Council shall decide in what manner and by whom the appeal shall be heard, but the operation of such decisions shall not be suspended pending the hearing of an appeal unless The Football Association Council so orders. Every appeal must be lodged within 14 days from the date of the meeting at which this Council gave its decision, by letter and accompanied by a deposit as set out in the Memorandum of Procedures Part II (in accordance with FA Rule Section H). At the same time an exact copy of the appeal must be sent to the Secretary of the Association. The appeal must be signed by the Chairman of the Club or his deputy and one member of the Committee

The Appeals Board appointed by The Football Association shall have power to order the deposit in full to be forfeited, if it thinks fit, and may in addition order the appellant concerned to pay the cost of the hearing of the appeal.

*NB Appeals cannot be made in regard to matters arising out of the Competitions of this Association in which the Rules provide that the decision of this Association shall be final.*

## **7. NOTICES OF MOTION SINE DIE SUSPENSIONS**

- 7.1 Any Player or Official suspended sine die and seeking to have the ban lifted must apply through a Member of Council, the Player or Official having served a minimum of five years.
- 7.2 A Member so approached and prepared to take the matter forward shall lay a Notice of Motion before the full Council.
- 7.3 Any such Motion shall then be referred for determination by a Special Sub-Committee of three senior Members of the Disciplinary Committee (at least one of whom shall be a Board Member).
- 7.4 Before reaching a decision the Special Sub-Committee shall consider any written submissions and call before it the Player or Official concerned who may also be represented (or witnessed) by a third party, the Referees' Association representative (and/or the Referee concerned) and shall consider all available evidence in the case.
- 7.5 The Special Sub-Committee shall have power of decision in the case provided a report on the outcome is submitted to the Full Council for information at the next appropriate meeting.
- 7.6 The decision of the Sub-Committee shall be final.

## **8. LEAGUES' BOARD OF APPEAL**

Consisting of the Chairman or his Deputy, and nominated members (three to form a quorum) of the Council appointed by the Board of Directors. The Leagues' Board of Appeal shall deal with appeals from Clubs aggrieved by decisions of any League or Competition. The decision of the Leagues' Board of Appeal shall be final. Appeals Must be signed by the Chairman of the Club or their deputy and by one member of the Club

Committee and forwarded to the Chief Executive of this Association within 14 days of the date of a disputed decision made by an Affiliated League Competition or within 7 days of a disputed decision made by any sanctioned Cup Competition, together with an appeal fee as set out under the Fees and Fines Section which may be forfeited if the Board thinks fit. An exact copy of the appeal must be sent to the League or Competitions Secretary. The Board may in addition order the appellant to pay the cost of the hearing of the appeal.

#### **9. REGISTERED REFEREES**

All Associations and Competitions within the jurisdiction of the Somerset Football Association Ltd must be duly approved according to the rules of The Football Association and appoint none other than Referees registered with the Somerset Football Association Ltd or other County Associations to officiate in all their matches.

#### **10. REPORTS CONCERNING REFEREES**

Any report concerning a Referee, other than one concerning a point of football law, must be in the hands of the Chief Executive within three days (Sunday excluded) accompanied by a fee as set out under the Fees and Fines section. The fee will be forfeited if the complaint be found groundless and a Club making such complaint may be required to pay the travelling expenses of the Referee. No report will be entertained unless sent by the Secretary of a Club, with the grounds of complaint specifically and clearly stated.

#### **11. QUALIFICATIONS OF PLAYERS: COUNTY ASSOCIATION CUP COMPETITIONS**

In all rounds of the respective Competitions a Player must have been registered for his Club as defined in the rules for the respective competition to play in a match. A Player once qualified shall, unless he forfeits his qualifications by any breach of Rule, be qualified for the remainder of the season. No Player shall be registered for more than one Club in any season without a transfer. No transfer will be granted to a Player to play in Semi-final or Final ties. No Player shall be registered after the dates reserved for the playing of Semi-final ties.

#### **12. SUBSTITUTES**

See respective Cup Competitions.

The substitution can only be made when play is stopped for any reason and after the Referee has given permission. Only three substitutions by each side will be permitted in any match excluding matches where repeated substitutions shall be allowed in line with Football Association rules, or where a fourth substitute is allowed in extra time as specified in respective competition rules.

#### **13. PLAYERS SELECTED TO REPRESENT THE ASSOCIATION**

Club Secretaries shall be notified of the selection list 14 days prior to game and it shall be the Club Secretaries' responsibility to notify selected Players within 24 hours of the receipt of same. Furthermore, it shall then be the Club Secretaries' duty to confirm or otherwise the



Players' acceptance to the Team Manager for the time being within 72 hours of the original notification being sent, i.e. a further 48 hours only shall elapse before the Team Manager is notified. Failure on the part of the Club shall result in the Club being charged under FA Rule E10.

A Player selected to play for the Association and failing to do so shall not play for any Club on that day or 48 hours before or 48 hours after that day unless he/she first obtains the consent in writing from the relevant Committee. A Player breaking this Rule shall be charged under FA Rule E.1 - E.3 with bringing the game into disrepute and maybe fined up to £50.00 and suspended for 14 days.

Any Club having two or more players, (or one player if they are a goalkeeper), selected to play in an Association or Representative match of a Competition in which it competes may apply to have its League or County Cup match postponed. Such application must be made in writing to the Secretary of the SFA Affiliated league in which the match shall take place, no later than SEVEN days prior to the match in question (email will suffice) A copy shall be posted to the county within the same time frame.

N.B. Leagues not affiliated to SFA are not bound by this regulation and may therefore refuse any such request

#### **14. AWARDS TO THE PLAYERS REPRESENTING THEIR ASSOCIATION**

A Player playing for the Association will qualify for the following:

- 1 appearance 1 Tie/Scarf
- 5 appearances 1 Polo shirt
- 8 appearances 1 Cap
- 15 Appearances Tankard/Goblet

#### **15. SEARCH FEES**

Senior and Junior Competition Secretaries shall on application, furnish the number of matches played by an individual Player in their respective Competitions to any affiliated Club or Competition for a fee as set out under the Fees and Fines Section, such fee to be equally divided between the Secretary and the Competition funds.

Any enquiry made to the Chief Executive as to the eligibility of Players or otherwise must be accompanied by a fee as set out under the Fees and Fines Section payable to the Association.

#### **16. MEDALS, PLAQUES, Etc: ASSOCIATION CUP COMPETITION**

Sixteen medals or other mementos shall be awarded to the winners and runners-up of all Association Cup Competitions. (Unless the number of players on a team is less than 11, when the number shall be adjusted to the number of players in a team plus five substitutes) A sum, which shall not in any case be exceeded, shall be allocated by the Directors to defray the cost of all Association Cup Competitions medals or badges, such medals or badges to be provided and presented by the Association. Applications for extra medals will not be entertained unless the Players, for whom the medals are requested, have played in more than half the matches in the particular Competition.

## **17. SELECTION OF GROUNDS**

The Council shall have power, while paying due and fair regard to Club's commitments in competitive football, to select any ground in the Association which it may deem fit for Association matches, Semi-final and/or Final ties. Any Club whose ground has been used by the Association shall be paid a fee to be decided by the Council.

## **18. CLUBS AND COMPETITIONS: ANNUAL GENERAL MEETING**

Clubs and Competitions must hold their Annual General Meeting not later than 7 June in each year.

## **19. CLUBS PARTICULARS**

19.1 Each Club Secretary shall forward to the Chief Executive, on an official form to be supplied, full particulars of his Club, annually no later than 15 June. Defaulting Clubs shall be fined as set out under the Fees and Fines Section. Clubs will not be allowed a change of name during the season. All clubs must have personal accident insurance cover for ALL of the teams in their club. Evidence of this cover is to be provided with the affiliation document (A photo copy of the policy will suffice) Any club failing to provide Personal Accident Insurance shall not be allowed to affiliate, until such time as it can be evidenced this insurance is in place. Said insurance shall provide a minimum level of cover that shall be prescribed by the County Association from time to time, such definition shall correspond to that instructed by the FA where existing unless the County Association shall deem this insufficient and prescribe higher

19.2 Clubs shall play in the colours registered by them for publication in the Association Handbook. In the event of a similarity of colours between two teams in a match the visiting team shall change.

19.3 Clubs shall provide their Players with individually numbered shirts. Defaulting Clubs shall be fined as set out under the Fees and Fines Section, for each offence.

## **20. LEAGUE AND COMPETITION PARTICULARS**

20.1 In order to ensure insertion in the Association Handbook, Leagues and Competitions shall forward to the Chief Executive, on an official form to be supplied, full particulars of his League, annually no later than 15 June, to be accompanied by their League rules. Defaulting Clubs shall be fined as set out under the Fees and Fines Section

20.2 Leagues must return a completed Form D by 31st July of each year, Defaulting Leagues shall be fined as set out under the Fees and Fines Section. Furthermore the League shall not be permitted to play until such time as this form is received by the Chief Executive

## **21. ASSOCIATION CUP COMPETITIONS: OBLIGATORY ENTRY**

All Clubs of Western League status and above must enter the Association Premier Cup Competition provided they comply with the requisite conditions of entry and all Senior Clubs must enter the Association Senior Cup Competition before they can compete in any Competition outside the Association. All Junior and Intermediate Clubs (except any competing solely in mid-week matches) must enter one of the Association Competitions before they can compete in outside Competitions.

## **22. RULES RELATING TO PLAYERS WITHOUT CONTRACTS**

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

- a. During the current season, which runs from 1 July to the following 31 May, any Club wishing to approach a player known to be registered with or having played for any other Club must give to the Secretary of each such Club SEVEN days' formal written notice of the intention to approach the Player. Formal written notice of approach need be given by:
  - a. A Saturday Club only to all Saturday Clubs
  - b. A Sunday Club only to all Sunday Clubs
  - c. A Midweek Club only to all Midweek Clubs
- b. The written notice must be sent by Special Delivery or Recorded Post, or a written acknowledgement otherwise obtained from the Secretary or Chairman of the Club approached. Facsimile or e-mail transmission may be used provided a receipt of acknowledgement is also obtained. Following the date of posting of the written notice of approach, or receipt of the acknowledgement (a) the Player must be registered on or after the eighth day; (b) the Player must have been registered on or before the twenty-first day.
- c. The approaching Club:
  - (a) may not approach the same Player a second time in the same season;
  - (b) may approach only one Player at a Club at any time; (c) may not approach another Player at the same Club within TWENTY-EIGHT days of an earlier notice or approach or acknowledgement.
- d. If an approach is made by a Player to another Club during the current season, that Club shall give the Club(s), for which the Player is known to be registered or has played SEVEN days' notice of approach as set out above.
- e. A Club which is the subject of a complaint alleging failure to give notice in accordance with this Rule may be subject to a charge of misconduct under FA Rule G2(2). A Club proved to have breached the provisions of this Rule may have its current registration of the Player cancelled and be subject to such other penalty as The Association deems appropriate.
- f. A currently registered Player shall not be allowed to register with another Club without first satisfying the Club Officials of the intended Club that all reasonable financial and other liabilities have been discharged to the Club or Clubs with which the Player is or was known to be registered with in the current and previous season.
- g. A Player approached on or after first May in the current season may not play in competitive football for the Club making the approach until the commencement of the following season.
- h. Neither a Club nor any person may attempt to induce any Player of a Club of any branch of Her Majesty's Regular Forces to play for another Club during the current season without at least fourteen days' written notice of approach in the case of the Army, to the Secretary, The Army Football Association: In the case of The Royal Navy, direct to the Honorary

Secretary of the Royal Navy Football Association: In the case of the Royal Air Force, direct to the Player's Commanding Officer. The notice must be forwarded by Special Delivery or Registered Post, or a written acknowledgement otherwise obtained. Facsimile or e-mail transmission may be used provided a receipt of acknowledgement is also obtained. Service Players are required to inform Civilian Clubs of their rank and Service Number, which information must be stated on the League or other Registration forms. All reports of misconduct by Service Players shall be sent direct to the Football Association, except misconduct committed in matches to Service Teams, when the report shall be sent direct to the Service Association concerned.

i. SCHOOLBOYS/SCHOOLGIRLS Before a schoolboy/schoolgirl can play for a team in any League or Competition affiliated to this Association, his/her Head teacher must be consulted by the Club wishing to sign the boy/girl and permission for the boy/girl to play be obtained from the Head teacher.

### **23. DISBANDED CLUBS**

In the case of a Club or Competition being disbanded, a financial statement, together with all books, monies, and/or trophies shall be forwarded to the Chief Executive or to an appointed member of the Council, within six months. Such monies shall be deposited in the Associations 'Disbanded Clubs and Competitions fund' and such trophies held by the Association until such time that the Club or competition be satisfactorily resuscitated.

### **24. CLUBS BOOKS AND VOUCHERS**

Clubs must retain all Books and Vouchers for at least two seasons preceding the current season ready for production whenever required by the Association. At least two Clubs each season shall be required to produce their books for examination.

### **25. TROPHY AGREEMENT**

When the winners of an Association Cup shall have been ascertained, the Chief Executive shall arrange for such winners to subscribe to the following effect:

*We the undersigned on behalf of (name of Club or League) having been declared the winners and taken possession of the Somerset Football Association Ltd (Competition) Trophy which we understand remains the property of the Somerset Football Association Ltd, do hereby jointly and severally, undertake to keep the said Trophy in safe custody.*

*Furthermore, we agree to return the Trophy no later than the 1st March in the ensuing year in good order and clean. We also undertake to pay for any damage to the Trophy whilst in our care.*

*Signed..... Club/League Secretary*

*Signed..... Position*

Any Club or League failing to comply with the above requirements will be fined £50 in addition to the cost of any repair.

### **26. PUBLICATION OF PROCEEDINGS**

The Association shall be entitled to publish in the Public Press, or in any other manner it shall think fit, reports of its proceedings, acts and resolutions, whether the same shall or shall not reflect on the character or conduct of any Club, Official, Player or Spectator and every such Club, Official, Player or Spectator shall be deemed to have assented to such publication.

## **27. COPIES OF THE RULES**

A copy of the Rules embodied in the Association Handbook shall be sent to the Secretary of each Club belonging to the Association. A sum as set out under the Fees and Fines Section will be charged for each additional copy

## **28. BENEVOLENT FUND**

From the income received from misconduct 5% shall be transferred to a separate account and used exclusively for financial assistance when deemed necessary.

## **29. MEMBERSHIP OF ASSOCIATION FOR 100 YEARS**

When an affiliated Club or League has been in membership of this Association for 100 years, an illuminated scroll will be presented by an Officer of the County Association and will be retrospective for any Club or League already qualified.

A further award shall be made to an affiliated Club or League reaching 125 years in membership of the association, this too will be retrospective for any Club or League already qualified. Clubs must apply to the Chief Executive providing evidence of such membership (for example copies of minutes, league tables or other such contemporaneous documents, that will prove the existence of the club from the supposed date of its formation) if they wished to be considered for both awards (Clubs are advised to apply as early as possible in order to allow time to get the requisite mementoes procured, in particular if there is a date of an event where the award is scheduled to be presented)

## **30. INFRINGEMENT OF RULES**

It is the duty of members of the Council, Officials of Clubs and Referees to report to the Council all cases of misconduct likely to bring the game into disrepute, and officials of Clubs must report to the Council any infringement of Rules without delay.

## **31. MATTERS NOT PROVIDED FOR IN THESE RULES**

Any matter not provided for in these Rules shall be governed by the Memorandum and Articles of the Association and the Rules and Regulations of The Football Association Ltd.

## **32. ALTERATION OF THESE RULES**

These Rules may be altered in accordance with the Articles of Association.

Any amendment to the Articles of Association, Rules of the Association or County Cup Competition Rules, must be made in writing countersigned by two officers of the affiliated club, league or affiliated body, or signed by the Life member or SFA Councillor, and received by the Chief Executive no later than 30th April in the current playing season

(These may be submitted via email provided there is a scanned copy of the document clearly showing the signatures as mandated above)

### **FA CHALLENGE CUP FINAL**

Leagues, Clubs and Referees affiliated to the Association may apply to purchase tickets to the final tie of the FA Challenge Cup. Applications for tickets must be submitted in writing (email will suffice) to the County Secretary no later than the 31st December of the current playing season.

**Please note any such application does not guarantee that you will receive the opportunity to purchase tickets and they will be subject to availability**

**FEES, LEVIES, FINES AND EXPENSES****Annual Affiliation Fee (Inclusive of Handbook)**

Rule 20	County League	£100.00
	Junior/Women's League	£45.00
	Cup Competitions, Youth Leagues & Mini Soccer Leagues	£35.00
	Non Operative Leagues and Competitions and Charity	£5.00
	Small Side Competitions/Tournaments/Leagues	£18.00
	One Day Tournament	£9.00
	Small Side Teams (Slot System in Leagues)	£5.00
Rule 19	Premier Clubs & Clubs with Contracted Players	£105.00
	Senior Clubs	£65.00
	Junior and Ladies Clubs	£45.00
	Boys Youth Clubs	£30.00
	Girls Youth Clubs	£30.00
	Mini Soccer Centres	£25.00
	Mini Soccer Clubs	£30.00

***Annual Youth Levy, included within Affiliation fee. (For information the amounts are as follows: Premier Clubs £11.50, Senior Clubs £6.00, Junior, Intermediate & Ladies Clubs £4.00)***

**Cup Competitions - Entry Fees**

Rule 4	Men's Premier Cup	£30.00
	Men's Senior Cup sponsored by Melhuish & Saunders	£20.00
	Women's Senior Cup sponsored by Melhuish & Saunders	£20.00
	Men's Junior Cup sponsored by Melhuish & Saunders	£15.00
	Women's Junior Cup	£15.00
	Men's Intermediate Cup	£15.00
	Men's Sunday Challenge Cup	£20.00
	Youth Shield Competition	£10.00
	Girls U16 Cup	£10.00
	Boys Under 15 Cup	£10.00
	Lewin Cup	£10.00
	Girls U14 Cup	£10.00
	Tesco Under 13 Cup	£10.00
Rule 6	Mavis Tate Inter Junior League Cup	£40.00
	Durnford Inter League Youth Competition	£40.00

**Referees Fees in the Association's Cup Competitions**

Rule 8	Men's Premier Cup	£45.00
	Men's & Women's Senior Cup	£27.00
	Men's Sunday Challenge Cup	£22.00

Men's & Women's Junior Cup	£22.00
Men's Somerset Intermediate Cup	£22.00
Mavis Tate Cup and Durnford Inter League	£22.00
Youth Shield, Girls Under 16 Cup	£18.00
Boys U15, Lewin Girls Under 14 & U13 Cups	£15.00

#### **Assistant Referees Fees in the Association's Cup Competitions**

Men's Premier Cup	£30.00
Men's & Women's Senior Cup	£22.00
Men's Sunday Challenge Cup	£18.00
Men's & Women's Junior Cup	£18.00
Men's Somerset Intermediate Cup	£18.00
Mavis Tate Cup & Durnford Inter League	£18.00
Youth Shield, Girls Under 16 Cup	£15.00
Boys U15, Lewin Girls Under 14 & U13 Cups	£13.00

In the Finals of all County Cup Competitions, Referees, Assistant Referees and Fourth Officials shall be awarded a memento, in lieu of a match fee. In every other Competition the match fees shall be in accordance with the Rules of the Competition.

#### **Travel Expenses - Referees and Assistant Referees**

Rule 8 Referees and Assistant Referees if they have to use their own transport to travel to appointments or attend misconduct Personal Hearings, they shall be entitled to charge 30p per mile out and home. (See note below)

If public transport is used, only public transport charges actually paid will be permitted.

N.B. The county mileage rate shall be decided by the Board of Directors at their discretion, from time to time. When this change may occur after the printing of this handbook the new rate shall apply in place of the one listed here. The new rate shall be communicated by the county office to all members as and when it occurs

#### **Travel Expenses - Cup Competitions**

Rule 16 Premier Cup - Charges of the visiting team shall not exceed 80p per mile for whole party.

Rule 16 (c) Senior Cup sponsored by Melhuish & Saunders- Charges of the visiting team shall not exceed 70p per mile for whole party.

#### **FINES, DEPOSITS AND FEES REFERRED TO IN MEMBERSHIP RULES**

Rule 2	Fine of £20.00
	Deposit - as defined the Memorandum of Procedures
Rule 5	Protest Fee of £25.00
Rule 6	Appeal Fee of £25.00



Rule 8	Appeal Fee of £25.00
Rule 10	Fee of £25.00
Rule 15	Search Fee of £15.00
	Eligibility of Players Fee of £10.00
Rule 19.1	Defaulting Clubs Fine of £20.00
Rule 19.3	Defaulting Clubs Fine of £10.00
Rule 20.1	Defaulting Leagues Fine of £50.00
Rule 20.2	Defaulting Leagues Fine of £50.00 and shall not be permitted to play until Form D is received
Rule 25	Return of Trophies Fine of £50.00
Rule 27	Additional Copy of Rules (Handbook) £9.00
	Additional Copy of Rules (Cups) £3.50

## FOOTBALL DEBT RECOVERY REGULATIONS

The FDR Regulations are applicable to Participants at Steps 5 and below only and The FA Women's Football Pyramid excluding The FA Women's Super League.

Each Affiliated Association shall operate a system to adjudicate upon and facilitate the recovery of Football Debt, which conforms with the FDR Regulations.

Unless otherwise defined in the FDR Regulations, words and expressions shall have the same meaning as set out in the Rules, as amended from time to time.

The following defined terms are used in the FDR Regulations only:

"Alleged Creditor" means a Club, Competition or local authority which is allegedly owed a Football Debt by an Alleged Debtor;

"Alleged Debtor" means a Player (except Players who are under 18 years old and play in an Under 18 Competition), Club Official, Official, Manager, Match Official, Management Committee Member, or member or employee of a Club which allegedly owes a Football Debt to an Alleged Creditor;

"Appeal Board" means the appeal board of an Affiliated Association;

"Appeal Notification" means a written and dated notification of the decision of the Appeal Board in respect of a claim;

"Deadline" means the expiry date of the 112 day period which commenced when the relevant Football Debt arose;

"FDR Regulations" means the Football Debt Recovery Regulations;

"Football Debt" means any cost incurred by an Alleged Creditor on behalf of an Alleged Debtor which is (i) equal to or larger than £25 (save for the recovery of disciplinary fines) and (ii) arose directly from football activity including, but not limited to, disciplinary fines and costs, Match fees and costs, Club subscriptions and playing expenses (e.g. pitch hire). For the avoidance of doubt, incidental costs (e.g. fund raising activities) do not fall within the scope of the FDR Regulations. In the event of a dispute as to what constitutes a Football Debt, the relevant Affiliated Association may, in its absolute discretion, determine the matter.

"Formal Request" means a written and dated request for payment of a Football Debt;

"Notice of Appeal" means a written and dated notice of appeal against a decision of the Affiliated Association in respect of a claim;

"Notice of Claim" means a written notice of claim for the recovery of a Football Debt from an Alleged Debtor which is submitted by the Alleged Creditor to the Alleged Creditor's Affiliated Association prior to the Deadline ;

"Notification" means a written and dated notification of the decision of the Affiliated Association in respect of a claim.

### COMMENCING A CLAIM

1. In the first instance, an Alleged Creditor must take reasonable steps to recover a Football Debt, including the serving of a Formal Request on the Alleged Debtor.
2. If a Football Debt has not been recovered within 28 days of the date of the Formal Request, the Alleged Creditor may submit a Notice of Claim, provided this is done prior to the Deadline.

3. In order for a Notice of Claim to be valid, an Alleged Creditor must (i) include all relevant details about the Football Debt(s) which is the subject of the claim and the manner in which it is alleged to have arisen and what steps have been taken to recover it; (ii) provide a copy of the Formal Request and; (iii) provide the full name, last known address and date of birth of the Alleged Debtor (if known); (iv) pay an administration fee of £25 in respect of each Football Debt detailed in the Claim at the same time as filing the Notice of Claim. This fee may be added to the total debt claimed from the Alleged Debtor.
4. Upon receipt of a valid Notice of Claim, the Affiliated Association shall take steps to verify whether the Football Debt(s) is payable by the Alleged Debtor to the Alleged Creditor. The Affiliated Association shall provide a Notification to the Alleged Creditor and Alleged Debtor within 21 days of receipt of the Notice of Claim.

#### PAYMENT OF A CLAIM

5. If a claim is upheld by the Affiliated Association, the Alleged Debtor must make payment of the Football Debt directly to the Alleged Creditor within 21 days of the date of the Notification.
6. If a claim is partially upheld by an Affiliated Association, the Alleged Debtor must make payment of such proportion of the Football Debt as directed by the Affiliated Association, in its absolute discretion, in the Notification, directly to the Alleged Creditor within 21 days of the date of the Notification.
7. If a claim is rejected by the Affiliated Association, no payment is payable by the Alleged Debtor to the Alleged Creditor.

#### APPEALS

8. If a Claim is upheld or partially upheld by the Affiliated Association, the Alleged Debtor may submit a Notice of Appeal to the Affiliated Association within 21 days of the date of the Notification.
9. If a Claim is rejected or partially upheld by the Affiliated Association, the Alleged Creditor may submit a Notice of Appeal to the Affiliated Association within 21 days of the date of the Notification.
10. In order for a Notice of Appeal to be valid, the Alleged Debtor/Alleged Creditor must
  - (i) detail all relevant reasons why the Notification should be overturned in full or in part;
  - (ii) provide a copy of the Notification and copies of all paperwork previously submitted to the Affiliated Association in respect of the claim;
  - (iii) provide the full name, last known address and date of birth of the Alleged Debtor/Alleged Creditor (if known).
11. Upon receipt of a valid Notice of Appeal, an Appeal Board shall determine, in its absolute discretion, whether to uphold, partially uphold or reject the appeal and shall provide an Appeal Notification to the Alleged Creditor and Alleged Debtor within 21 days of receipt of the Notice of Appeal. The decision of the Appeal Board shall be final.

12. If an appeal is rejected by an Appeal Board, the Appeal Fee shall be retained by the Affiliated Association.
13. If an Appeal Notification directs that the entirety or a proportion of the Football Debt(s) is payable by the Alleged Debtor to the Alleged Creditor, such sum must be paid directly to the Alleged Creditor within 21 days of the date of the Appeal Notification.

#### MISCELLANEOUS

14. If a claim is upheld or partially upheld by an Affiliated Association/Appeal Board and payment of the Football Debt has not been received by the Alleged Creditor within 21 days of the date of the Notification/Appeal Notification, the Alleged Debtor will be automatically suspended from all footballing activity by the Affiliated Association until (i) the sum directed to be paid by the Affiliated Association/Appeal Board has been paid to the Alleged Creditor in full, and (ii) the Alleged Debtor has received notification from the Affiliated Association that the suspension has been lifted. Any Alleged Debtor breaching such a suspension will be liable to be charged under FA Rule E10 of the Rules of The Association.

## **SAFEGUARDING CHILDREN REGULATIONS**

### **THE ASSOCIATION'S SAFEGUARDING CHILDREN REGULATIONS**

#### **PREAMBLE**

This Preamble is provided for guidance. If there is any inconsistency between the Preamble and the operative parts of the Safeguarding Children Regulations below, the operative parts shall prevail.

As set out in The Association's Safeguarding Children Policy, The Association is committed to safeguarding children within football and has Case Management procedures in place to assess the risk of harm that individuals may pose to children in football.

In assessing that 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.

#### **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.

## **THE ASSOCIATION'S SAFEGUARDING PROCESS**

2. Any person, regardless of their age, applying for or currently in such a position that The Association in its discretion considers relevant must comply with the requirements of The Association's Safeguarding process. Such persons will include but not be limited to:

(i) Those in "Regulated Activity" as defined in Part V of the Protection of Freedoms Act 2012. An individual will fall within the definition where:

- a) his/her duties include teaching, training, instructing, caring for, supervising or providing guidance or advice on wellbeing to Children or driving a vehicle (on behalf of an organisation) only for Children; and
- b) such duties happen frequently (e.g. once a week or more often) or intensively (e.g. on 4 or more days in a 30 day period, or overnight); and
- c) The individual carrying out any of the duties described in (a) and (b) above is unsupervised.

Any person falling within this Regulation 2(i) shall be referred to as a "Regulated Activity Person"; and

(ii) Those who would otherwise fall within the definition of a Regulated Activity Person but for the fact that their duties are supervised (a "Supervised Person").

The requirements of The Association's Safeguarding process are:

### **2.1**

- a. In respect of a Regulated Activity Person, to obtain and provide to The Association a DBS Enhanced Criminal Records Check with Children's Barred List
- b. In respect of a Supervised Person, to obtain and provide to The Association a DBS Enhanced Criminal Records Check

2.2 To provide any such further detail, explanation or clarification of any part of the matters disclosed pursuant to Regulation 2.1 (a) or (b) above, as may be required by The Association;

2.3 To comply with any other request or requirement which may assist The Association in progressing or completing any investigation, risk assessment or other enquiry as part of the Safeguarding process;

2.4 Where required, to provide at least two references that attest to their suitability to be involved in youth football. The spouse or partner of the person subject to this requirement cannot act as a referee for this purpose. Any reference provided by a spouse or partner will not be accepted; and

2.5 To comply with each of the requirements set out in Regulations 2.1 – 2.4 within any such time limit as The Association may stipulate.

2.6 To comply with any order imposed by the Safeguarding Review Panel.

Any person who fails to comply with any of the requirements set out in Regulation 2 shall be subject to an immediate suspension from football activity, on such terms and/or for such period as The Association may stipulate.

Where an individual is subject to a suspension under Regulation 2.6, that suspension will remain effective (and not subject to any review by The Association) until such time as:

- i. The individual successfully appeals against their suspension pursuant to Regulation 5; or
- ii. The individual complies with the requirements set out in Regulation 2 that resulted in his or her suspension.

Any requirement under this Regulation 2, or any suspension arising from any failure to comply with any of the requirements of this Regulation, shall apply whether or not a person withdraws their application or ceases to hold the relevant position at any time before, during or after the investigation, risk assessment or final order of the Safeguarding Review Panel.

## **INTERIM ORDERS**

3. Upon receipt by The Association of:

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

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

3.3 Any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to a child or children,

The Association shall have the power to make any interim order including, but not limited to, issuing an interim suspension order suspending the individual from all or any specific football activity for such a period and on such terms and conditions as it considers appropriate. Interim orders shall be issued by the Case Manager, who shall provide the individual with written notification of the interim order, the reason(s) for its imposition and of the right of appeal pursuant to Regulation 6.

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

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

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

4.1.3 Whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded having regard to the need for any suspension order to be proportionate. If the Association believes it requires further information from an individual in order to assess whether an order under Regulation 3 should be made and/or to properly assess the factors in Regulation 4.1, the Case Manager may request further information from that individual. Such information must be provided in accordance with the deadline set by the Case Manager.

4.2 The Case Manager will notify the individual in writing of the terms of any interim suspension order or other interim order, such notification to be sent by registered post to the individual's usual or last known address.

5. An individual who is subject to an interim order under Regulation 3 or under Regulation 2.6 shall have the immediate right to appeal the interim order.

6. Appeals under Regulation 5 shall be considered by the Safeguarding Review Panel.

7. To bring an appeal under Regulation 5, the individual as the appellant, must give notice in writing to The FA Judicial Services Department with a copy sent to the Case Manager. The notice must request an appeal and state the grounds for that appeal. The appellant may submit any written material in support of the appeal. Such material must be submitted to The Association, as the respondent, and the Safeguarding Review Panel within 14 days of giving such notice or it may not be considered by the Safeguarding Review Panel. Following the earliest of

(a) receipt by The Association of any such material in support of the appeal,

(b) the end of the 14 day period to provide such material, or

(c) receipt of confirmation from appellant that no such material will be provided, The Association, as the respondent, may submit any material which it relies on, to the appellant and the Safeguarding Review Panel within 14 days thereafter.

8. The Safeguarding Review Panel shall determine all procedural matters for the conduct of the appeal, including requiring more information from either the appellant or the respondent. Unless the Safeguarding Review Panel in its discretion exceptionally allows the appellant and the respondent to address it in person, the Safeguarding Review Panel shall only consider the written material submitted by the appellant in support of the appeal, together with any written material submitted by the respondent. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person (whether through a representative or otherwise), whether that be as a result of the application made by the appellant or otherwise, the Safeguarding Review Panel shall give consideration to the following reasons (which is not an exhaustive list):

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

8.2 Whether exceptional material is put before the Safeguarding Review Panel.

9. In determining an appeal, the Safeguarding Review Panel shall have the power to make any order in relation to the interim order as it considers appropriate, including ratifying, modifying or removing it.



10. Any appeal under Regulation 5 shall be determined by the Safeguarding Review Panel at the earliest opportunity, following the receipt of notice in writing and any written material in support of the appeal from the appellant and written material submitted by the respondent (and, in cases where the individual and Case Manager were permitted to address it in person, following any oral hearing).

11. All interim orders will be reviewed at the first opportunity following the expiry of 6 months from the date of the order being imposed or, if that order has been appealed under Regulation 5, the date upon which that appeal is determined (whether on the written papers or following an oral hearing), and at the same interval thereafter. The Safeguarding Review Panel will not review an interim order before the expiry of the relevant 6 month period except in exceptional circumstances and/or where there is a material change in the circumstances in which the order was made. Any review under Regulation 11 shall be considered by the Safeguarding Review Panel which conducted an appeal in the same case under Regulation 5. The Safeguarding Review Panel may maintain, modify, or remove any interim order, or make any other order it considers appropriate.

12. The total period of an interim order under Regulation 3 shall not last beyond the final determination of any related case under the Rules of the Association. Where an interim order is imposed on an individual under Regulation 3 above, The Association shall bring and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.

#### **DETERMINATION FOLLOWING ANY ORDER MADE PURSUANT TO STATUTE BARRING OR RESTRICTING INVOLVEMENT WITH CHILDREN**

13.1 Where any individual is:

13.1.1 Barred from regulated activity relating to children in accordance with section 3 of the Safeguarding Vulnerable Groups Act 2006 (as may be amended);

13.1.2 Disqualified from working with children in accordance with section 35 of the Criminal Justice and Court Services Act 2000; and/or

13.1.3 Subject to any other order, not within Regulations 13.1.1 or 13.1.2, issued pursuant to statute restricting their involvement with children, The Association shall have the power to make any order, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate. Any such order shall be issued by the Case Manager.

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

13.3 All such orders shall be reviewed at the next meeting of the Safeguarding Review Panel. In reviewing the order the Safeguarding Review Panel shall consider any written material submitted by the individual in accordance with Regulation 13.2, together with all written material submitted by the Case Manager. The Safeguarding Review Panel may ratify, modify or remove any such order, or make any other order as it considers appropriate.

## **ORDER FOLLOWING CONVICTION OR CAUTION**

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

14.2 Where a case is to be considered by the Safeguarding Review Panel under Regulation 14.1, the Case Manager shall notify the individual in writing and shall invite the individual to make any written representations within 14 days.

14.3 Before making any order under Regulation 14.1, the Panel shall consider all information gathered in respect of an individual including, where applicable, information gathered pursuant to The Association's CRC process under Regulation 2, any written representations made by the individual under Regulation 14.2, together with all written material submitted by the Case Manager.

## **ORDER FOLLOWING RISK ASSESSMENT**

15. In addition to The Association's powers under Regulations 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 participation with children in football. 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 16.

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

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

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

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

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

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

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

23.1 Whether the terms of any order under consideration would affect the individual's paid employment within football 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 Create a risk of harm to any person or persons; and/or

24.3.2 Amount to a criminal offence or otherwise be unlawful.

24.4 Any reply by an individual to a notice referred to in Regulation 24.3 must be passed to the Exceptional Material Panel for consideration.

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

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

24.6.1 A redacted version of the exceptional material; and/or

24.6.2 A summary of the exceptional material.

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

### **OTHER ORDERS AVAILABLE FOLLOWING RISK ASSESSMENT**

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

### **SUPERVISION ORDERS**

26. Unless otherwise discharged, a Supervision Order will last for the length of time ordered by the Panel. Before its expiry, The Association may apply for an extension, or further extensions, for a period not exceeding 3 years from the date of the first order.

### **DISCRETION TO REFER TO THE SAFEGUARDING REVIEW PANEL**

27. Any of the powers and/or case management functions exercised by a Case Manager under these Regulations may instead be exercised by the Safeguarding Review Panel if the Case Manager, in his or her sole discretion, determines that the matter should be referred

to the Safeguarding Review Panel ("a general referral"). The Case Manager shall make a general referral to the Safeguarding Review Panel where the facts and circumstances of a case are exceptional and/or of significant public interest, though the Case Manager's discretion to make a general referral will not be limited to such cases.

28. Where the Case Manager makes a general referral to the Safeguarding Review Panel, the same rights of review and appeal arise as if the decision of the Safeguarding Review Panel had been made by the Case Manager. Any review or appeal of the decisions of the latter will be heard by a Safeguarding Review Panel, none of the members of which shall have been a member of the Safeguarding Review Panel which was involved in any earlier decision on that case.

## **RIGHT OF APPEAL**

29.1 A Participant or The Association may appeal to an Appeal Board any decision of the Safeguarding Review Panel made under Regulations 13.1.3, 14 or 15. Subject to Regulation 29.3 and 29.4, such appeals shall be conducted in accordance with Part C: Appeals Non-FastTrack of the Disciplinary Regulations ("Appeal Regulations"). Subject to this right of appeal, decisions of the Safeguarding Review Panel shall be final and binding.

29.2 Notwithstanding any provision to the contrary in the Appeal Regulations, an Appeal Board convened to hear an appeal pursuant to Regulation 29.1 shall take place as a full rehearing of the case.

29.3 Paragraph 10 of the Appeal Regulations shall be replaced with the following: "The Appeal Board shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Response. Such application must set out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. The Appeal Board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The Appeal Board's decision shall be final. Where leave to present new evidence has been granted, in all cases the other party will be given an opportunity to respond"

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

## **WRITTEN MATERIAL**

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

## **SAFEGUARDING ADULTS AT RISK POLICY**

### **DEFINITIONS**

For the purpose of this Policy the following definitions apply:

#### **1. Adult at Risk**

A person aged 18 or over who has needs for care and support (whether or not a local authority is meeting any of those needs); and

- is experiencing, or at risk of, abuse or neglect; and
- as a result of those care and support needs is unable to protect themselves from either the risk of, or the experience of abuse or neglect.

#### **2. Abuse**

Abuse is defined as a violation of an individual's human and civil rights by any other person or persons. It includes acts of commission (such as an assault) and acts of omission (situations where the environment fails to prevent harm). Abuse may be single act or omission or series of acts or omissions.

#### **3. Capacity\***

Capacity refers to an individual adult's ability to take a specific decision or take a particular action at a particular time even if they are able or not able to make other decisions at other times. The starting point should be that the person has capacity to make a decision unless it can be established that they cannot.

### **POLICY**

The Association is committed to football being inclusive and providing a safe and positive experience for every adult participant involved in the game regardless of age, gender, gender reassignment, disability, culture, language, race, faith, belief or sexual orientation. The Association recognises that some adult participants some may need additional safeguards and/ or protection. These adults are referred to as Adults at Risk.

The Association recognises its responsibility to safeguard and protect Adults at Risk, and to respond appropriately to any allegations or suspicions of abuse. Everyone who works with Adults at Risk has a responsibility to commit to this.

If abuse is suspected, or reported, The Association will work in partnership with the Adult at Risk wherever possible, depending on their capacity and the risk to them and others. The Association will also work in partnership with the police, the Disclosure and Barring Service, Safeguarding Adults Boards and local authorities so these organisations can carry out their statutory duties to safeguard and protect Adults at Risk. When responding to abuse or allegations of abuse and considering the sharing of information, The Association will put the needs of the adult first, work in their best interests and take into account the six principles of safeguarding adults detailed in the Care Act 2014: empowerment; protection; prevention; proportionality; partnership; and accountability. These principles will underpin all work with Adults at Risk.

\* Mental Capacity Act, 2005

## **SAFEGUARDING ADULTS AT RISK REGULATIONS**

### **PREAMBLE**

This Preamble is provided for guidance. If there is any inconsistency between the Preamble and the operative parts of the Safeguarding Adults at Risk Regulations below, the operative parts shall prevail.

As set out in The Association's Safeguarding Adults at Risk Policy, The Association is committed to safeguarding Adults at Risk within football and has Case Management procedures in place to assess the risk of harm that individuals may pose to Adults at Risk in football.

In assessing that risk, the welfare of Adults at Risk is the paramount consideration. Towards this, The Association has the power under the Safeguarding Adults at Risk Regulations to issue an order where any one or more of the following applies:

- I. The individual fails to comply with any part of The Association's Criminal Records Check (CRC) process;
- II. The individual has been barred by the Independent Safeguarding Authority (ISA) or the Disclosure and Barring Service (DBS) from engaging in regulated activity relating to Adults at Risk
- III. The individual is included on the Disclosure and Barring Service (DBS) Adults Barred List;
- IV. The individual has been convicted of, or made the subject of a caution for, an "Offence" defined in Regulation 1.1; or
- V. Following a risk assessment, The Association is satisfied that the individual poses or may pose a risk of harm to Adults at Risk.
- VI. Following a risk assessment, The Association is satisfied that the individual is or was in a position of trust in relation to another person and has engaged in sexual activity and / or an inappropriate relationship with that person.

### **GENERAL**

1.1.1 In these Regulations the expression "Offence" shall mean any one or more of the offences contained in the Schedules of the Criminal Justice and Court Services Act 2000 and any other criminal offence which reasonably causes The Association to believe that the person accused of the offence poses or may pose a risk of harm to an Adult at Risk. The expression "position of trust" shall mean any position where an individual is in a relationship of trust with any person with responsibility and / or authority in relation to that person and shall include without limitation those who care for, advise, supervise, train, coach, teach, manage, tutor, mentor, assess, develop, guide, treat or provide therapy to Adults at Risk

1.2 The Safeguarding Review Panel shall determine its own procedures save that in making findings of fact the test that the Safeguarding Review Panel shall apply shall be the civil standard of the balance of probability. Where a case is referred to the Safeguarding Review Panel pursuant to these Regulations it shall have the discretion to depart from the procedures set out in these Regulations where it considers it appropriate to do so.

1.3 The actions that may be taken under these Regulations by a Case Manager may also be taken by the Case Manager's nominee.

1.4 The Association may notify other parties of the terms of any order imposed under

these Regulations where the Case Manager considers that such notification is appropriate in order to give effect to the terms of the order.

1.5 Where urgent cases arise under these Regulations the Chairman of the Safeguarding Review Panel may exercise the functions and powers of the Case Manager and/or the Safeguarding Review Panel as provided for by these Regulations, on an interim basis. An interim decision taken by the Chairman of the Safeguarding Review Panel shall not be final until such time as it has been ratified by the Safeguarding Review Panel, which shall have the right to ratify, modify or make any other order as it considers appropriate in relation to the decision taken by the Chairman of the Safeguarding Review Panel.

2. For these purposes, the term Adult at Risk or Adults at Risk means any person who falls within any one or more of the following:

2.1 The Care Act 2014

2.2 Section 59 of the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012; and 2.3 any adult who is or may be in need of community care services by reason of mental health issues, learning or physical disability, sensory impairment, age or illness and who is or may be unable to take care of him/herself or unable to protect him/ herself against significant harm or serious exploitation.

### **SAFEGUARDING ADULTS AT RISK PROCESS**

3. Any person, regardless of their age, applying for or currently in such positions that The Association in its discretion considers relevant whose duties include regularly caring for, training, supervising, administering treatment and/or therapy or medical treatment to an Adult at Risk may be required by The Association to comply with the requirements of The Association's Safeguarding Adults at Risk process. These requirements are:

3.1 To obtain and provide to The Association a DBS Enhanced Criminal Records Check (to include the Adults Barred List check where the duties fall within the definition of "Regulated Activity" under the Protection of Freedoms Act 2012) or to obtain and provide to The Association a DBS Enhanced Criminal Records Check without a check of the adults barred list where the duties do not fall within the definition of "Regulated Activity" under the Protection of Freedoms Act 2012 or other DBS check according to role.

3.2 To provide any such further detail, explanation or clarification of any part of the matters disclosed pursuant to Regulation 3.1 above as may be required by The Association;

3.4 Where required, to provide at least two references that attest to their suitability to be involved in football involving Adults at Risk. The spouse or partner of the person subject to this requirement cannot act as a referee for this purpose. Any reference provided by a spouse or partner will not be accepted; and

3.5 To comply with each of the requirements set out in Regulations 3.1-3.4 within any such time limit as The Association may stipulate.

3.6 To comply with any order imposed by the Safeguarding Review Panel. Any person who fails to comply with any of the requirements set out in Regulation 3 shall be subject to an immediate suspension from football activity, on such terms and/or for such period as The Association may stipulate. Where an individual is subject to a suspension under Regulation



3.6, that suspension will remain effective (and not subject to any review by The Association) until such time as:

- i. The individual successfully appeals against their suspension pursuant to Regulation 6; or
- ii. The individual complies with the requirements set out in Regulation 3 that resulted in his or her suspension.

Any requirement under this Regulation 3, or any suspension arising from any failure to comply with any requirement of this Regulation, shall apply whether or not a person withdraws their application or ceases to hold the relevant position at any time before, during or after the investigation, risk assessment or final order of the Safeguarding Review Panel.

## **INTERIM ORDERS**

4. Upon receipt by The Association of:

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

4.2 Notification that an individual is the subject of an investigation by the Police or any other authority relating to an Offence; or

4.3 Any other information which causes The Association reasonably to believe that a person poses or may pose a risk of harm to an Adult at Risk, The Association shall have the power to make any interim order including, but not limited to, issuing an interim suspension order suspending the individual from all or any specific football activity for such a period and on such terms and conditions as it considers appropriate. Interim orders shall be issued by the Case Manager, who shall provide the individual with written notification of the interim order, the reason(s) for its imposition and of the right of appeal pursuant to Regulation 7.

5.1 In determining whether an order under Regulation 4 should be made, the Case Manager shall give consideration, inter alia, to the following factors

5.1.1 Whether Adults at Risk may be at risk of harm from the individual

5.1.2 Whether the matters are of a serious nature; and/or

5.1.3 Whether an order is necessary or desirable to allow the conduct of any investigation by The Association or any other authority or body to proceed unimpeded having regard to the need for any suspension order to be proportionate. If the Association believes it requires further information from an individual in order to assess whether an order under Regulation 4 should be made and/or to properly assess the factors in Regulation 5.1, the Case Manager may request further information from that individual. Such information must be provided in accordance with the deadline set by the Case Manager.

5.2 The Case Manager will notify the individual in writing of the terms of any interim suspension order or other interim order, such notification to be sent by registered post to the individual's usual or last known address.

6. An individual who is subject to an interim order under Regulation 4 or under Regulation 3.6 shall have the immediate right to appeal the interim order.

7. Appeals under Regulation 6 shall be considered by the Safeguarding Review Panel.

8. To bring an appeal under Regulation 6, the individual as the appellant, must give notice in writing to The FA Judicial Services Department with a copy sent to the Case Manager.

The notice must request an appeal and state the grounds for that appeal. The appellant may submit any written material in support of the appeal. Such material must be submitted to The Association, as the respondent, and the Safeguarding Review Panel within 14 days of giving such notice or it may not be considered by the Safeguarding Review Panel. Following the earliest of (a) receipt by The Association of any such material in support of the appeal, (b) the end of the 14 day period to provide such material, or (c) receipt of confirmation from the appellant that no such material will be provided, The Association, as the respondent, may submit any material which it relies on, to the appellant and the Safeguarding Review Panel within 14 days thereafter.

9. The Safeguarding Review Panel shall determine all procedural matters for the conduct of the appeal, including requiring more information from either the appellant or the respondent. Unless the Safeguarding Review Panel in its discretion exceptionally allows the appellant and the respondent to address it in person, the Safeguarding Review Panel shall only consider the written material submitted by the appellant in support of the appeal, together with any written material submitted by the respondent. In exercising its discretion as to whether exceptionally to allow the individual and the Case Manager to address it in person (whether through a representative or otherwise), whether that be as a result of the application made by the appellant or otherwise, the Safeguarding Review Panel shall give consideration to the following reasons (which is not an exhaustive list):

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

9.2 Whether exceptional material is put before the Safeguarding Review Panel.

10. In determining an appeal, the Safeguarding Review Panel shall have the power to make any order in relation to the interim order as it considers appropriate, including ratifying, modifying or removing it.

11. Any appeal under Regulation 6 shall be determined by the Safeguarding Review Panel at the earliest opportunity, following the receipt of notice in writing and any written material in support of the appeal from the appellant and written material submitted by the respondent (and, in cases where the individual and Case Manager were permitted to address it in person, following any oral hearing).

12. All interim orders will be reviewed at the first opportunity following the expiry of 6 months from the date of the order being imposed or, if that order has been appealed under Regulation 6, the date upon which that appeal is determined (whether on the written papers or following an oral hearing), and at the same interval thereafter. The Safeguarding Review Panel will not review an interim order before the expiry of the relevant 6 month period except in exceptional circumstances and/or where there is a material change in the circumstances in which the order was made. Any review under Regulation 12 shall be considered by the Safeguarding Review Panel which conducted an appeal in the same case under Regulation 6. The Safeguarding Review Panel may maintain, modify, or remove any interim order, or make any other order it considers appropriate.

13. The total period of an interim order under Regulation 4 shall not last beyond the final determination of any related case under the Rules of the Association. Where an interim order is imposed on an individual under Regulation 4 above, The Association shall bring

and conclude any proceedings under the Rules of The Association against the person relating to the matters as soon as reasonably practicable.

#### **DETERMINATION FOLLOWING ANY ORDER MADE PURSUANT TO STATUTE BARRING OR RESTRICTING INVOLVEMENT WITH ADULTS AT RISK**

14 14.1 Where any individual is:

14.1.1 Barred from regulated activity relating to Adults at Risk;

14.1.2 Included in the list of individuals considered unsuitable to work with Adults at Risk, as kept by the Disclosure and Barring Service (DBS); and/or

14.1.3 Subject to any other order, not within Regulation 14.1.1 or 14.1.2, issued pursuant to statute restricting their involvement with Adults at Risk, The Association shall have the power to make any order, including but not limited to an order that any individual be Suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate. Any such order shall be issued by the Case Manager.

14.2 All such orders shall be reviewed at the next meeting of the Safeguarding Review Panel. The Safeguarding Review Panel may ratify, modify or remove any such order, or make any other order as it considers appropriate.

#### **ORDER FOLLOWING CONVICTION OR CAUTION**

15 15.1 Where the Case Manager becomes aware that an individual has a caution or conviction which leads to a concern about that individual's continued participation in football activity involving a child or children, the Case Manager may refer a case to the Safeguarding Review Panel in order to see an order under Regulation 15.

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

#### **OTHER ORDERS FOLLOWING RISK ASSESSMENTS**

16. In addition to The Association's powers under Regulations 3.6, 4, and 14, where the Case Manager has reasonable cause to suspect that there are grounds for concern about an individual's continued participation in football activity involving Adults at risk, the Case Manager may refer a case to the Safeguarding Review Panel in order to see an order under Regulation 16. Following such a referral, the Safeguarding Review Panel shall have the power to make any order that it considers appropriate, including but not limited to an order that any individual be suspended from all or any specific football activity for such period and on such terms and conditions as it considers appropriate, if it is satisfied that the individual poses or may pose a risk of harm to Adults at Risk and/or that the individual is or was in a position of trust in relation to any person and has engaged in sexual activity and/or an inappropriate relationship with that person.

17. The Case Manager may conduct a risk assessment of an individual's participation in football following an order or referral made under Regulation 14, 15 or 16. This risk assessment may be in such form and prepared by any person, as the Case Manager at his/her discretion, considers appropriate.

## PROCEDURE

18. Before an order or referral is made under Regulation 14, 15 or 16, the Case Manager must use reasonable endeavours to notify the individual in writing. Such written notification must explain the order sought and the reason for it, and include a copy of the risk assessment and all other written material that the Case Manager intends to rely upon in seeking the order, save for any exceptional material dealt with under Regulation 24.

19. The individual shall have 14 days to reply to this notification and to provide any written material that he/she wishes the Safeguarding Review Panel to take into account in considering whether or not to impose, ratify, modify or remove any order under Regulation 14, 15 or 16.

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

20.1 Decide that no further action is currently required as there are no longer grounds for an order or referral under Regulation 14, 15, or 16;

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

20.3 Refer the case to the Safeguarding Review Panel.

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

22. The Safeguarding Review Panel shall determine all procedural matters for the conduct of a case it is considering under Regulation 14, 15 or 16. Unless the Safeguarding Review Panel in its discretion exceptionally allows the individual and the Case Manager to address it in person, the case shall be considered on the basis of the following written material only:

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

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

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

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

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

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

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

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

### **EXCEPTIONAL MATERIAL**

24.24.1 In considering an interim order under Regulation 6, a review of any interim order under Regulation 12, or whether or not to make any order under Regulation 16, as a general rule the Safeguarding Review Panel may not consider any material provided by either the Case Manager or the individual which the other party has not seen and had a reasonable opportunity to reply to.

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

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

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

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

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

24.3.2 Amount to a criminal offence or otherwise be unlawful.

24.4 Any reply by an individual to a notice referred to in Regulation 24.3 must be passed to the Exceptional Material Panel for consideration.

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

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

24.6.1 A redacted version of the exceptional material; and/or,

24.6.2 A summary of the exceptional material.

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

## **OTHER ORDERS AVAILABLE FOLLOWING RISK ASSESSMENT**

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

## **SUPERVISION ORDERS**

26. Unless otherwise discharged, a Supervision Order will last for the length of time ordered by the Panel. Before its expiry, The Association may apply for an extension, or further extensions, for a period not exceeding 3 years from the date of the first order.

## **DISCRETION TO REFER TO THE SAFEGUARDING REVIEW PANEL**

27. Any of the powers and/or case management functions exercised by a Case Manager under these Regulations may instead be exercised by the Safeguarding Review Panel if the Case Manager, in his or her sole discretion, determines that the matter should be referred to the Safeguarding Review Panel ("a general referral"). The Case Manager shall make a general referral to the Safeguarding Review Panel where the facts and circumstances of a case are exceptional and/or of significant public interest, though the Case Manager's discretion to make a general referral will not be limited to such cases.

28. Where the Case Manager makes a general referral to the Safeguarding Review Panel, the same rights of review and appeal arise as if the decision of the Safeguarding Review Panel had been made by the Case Manager. Any review or appeal of the decisions of the latter will be heard by a Safeguarding Review Panel, none of the members of which shall have been a member of the Safeguarding Review Panel which was involved in any earlier decision on that case.

## **RIGHT OF APPEAL**

29.1 A Participant or The Association may appeal to an Appeal Board any decision of the Safeguarding Review Panel made under Regulations 13.1.3, 14 or 15. Subject to Regulation 29.3 and 29.4, such appeals shall be conducted in accordance with Part C: Appeals Non-Fast-Track of the Disciplinary Regulations (the "Appeal Regulations"). Subject to this right of appeal, decisions of the Safeguarding Review Panel shall be final and binding.

29.2 Notwithstanding any provision to the contrary in the Appeal Regulations, an Appeal Board convened to hear an appeal pursuant to Regulation 29.1 shall take place as a full rehearing of the case.

29.3 Paragraph 10 of the Appeal Regulations shall be replaced with the following: The Appeal Board shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Response. Such application must set out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. The Appeal Board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The Appeal Board's decision shall be final. Where leave to present new evidence has been granted, in all cases the other party will be given an opportunity to respond.

29.4 Any decision of the Appeal Board shall be final and binding with no further right

of appeal.

**WRITTEN MATERIAL**

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

## **THE FOOTBALL ASSOCIATION EQUALITY POLICY**

The Association is responsible for setting the standards and values to apply throughout football at every level. Football is for everyone; it belongs to, and should be enjoyed by, anyone who wants to participate in it.

The aim of this Policy is to ensure that everyone is treated fairly and with respect and that The Association is equally accessible to all.

All Participants should abide and adhere to this Policy and to the requirements of the Equality Act 2010.

The Association's commitment is to promote inclusion and to confront and eliminate discrimination whether by reason of age, gender, gender reassignment, sexual orientation, marital status or civil partnership, race, nationality, ethnic origin, colour, religion or belief, ability or disability, pregnancy and maternity and to encourage equal opportunities.

This Policy is fully supported by the Board of The Association and the Director of Football Regulation and Administration is responsible for the implementation of this Policy.

The Association will ensure that it treats people fairly and with respect and that it will provide access and opportunities for all members of the community to take part in, and enjoy, its activities.

The Association will not tolerate harassment, including sexual harassment, bullying, abuse or victimisation of a Participant, which for the purposes of this Policy and the actions and sanction applicable is regarded as discrimination, whether physical or verbal. The Association will work to ensure that such behaviour is met with appropriate action in whatever context it occurs.

The Association commits itself to the immediate investigation of any allegation, when it is brought to their attention, of discrimination and where such is found to be the case, The Association will require that the practice stop and impose sanctions as appropriate.

The Association is committed to inclusion and anti-discrimination 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



## **GUIDANCE NOTES FOR MEMBER CLUBS/UNINCORPORATED ENTITIES**

**JANUARY 2006**

### **Introduction**

The Financial Advisory Unit has received a number of queries from football clubs in relation to the liability of members of football clubs. We have therefore put together this list of Frequently Asked Questions (“FAQ”)

These FAQ are meant as guidance only and are not intended to be a comprehensive list of all issues which a football club may face and should not be relied upon to cover specific situations. If you have any specific queries, you should seek independent legal advice. This Guidance applies only to unincorporated football clubs, If your football club has been incorporated, e.g. as a company (whether limited by shares or by guarantee) or an industrial and provident society, then the guidance set out in these FAQ’s is not applicable to your football club and its members.

### **1. What is the legal definition of a club?**

There is no legal definition of a “Club” under English Law. This is because a club does not have a set legal form and can be established in a number of different ways (e.g. limited companies, industrial and provident societies, unincorporated associations).

Most amateur football clubs are likely to be unincorporated associations and are likely to be member clubs – i.e. a club the members of which change from season to season.

This type of football club does not have any legal existence or personality separate from that of its individual members and as such a club cannot in its own name (e.g. Anytown FC).

- Start legal action;
- Borrow money;
- Enter into contracts; or
- Hold property

### **2. Where can I find the laws and rules relating to football clubs?**

There is no specific Act of Parliament regulating unincorporated clubs. Most “club law” derives from decisions of the Court relating to particular clubs. The starting point for working out what a particular football club can or cannot do (and the extent of the club members’ liability) is the rules of the club (the “Club Rules”) whether or not they are written down.

In addition, if a football club is also a Community Amateur Sports Club its rules must satisfy the requirements laid down by the Finance Act 2002 (see HM Revenue & Customs Guidance at [www.hmrc.gov.uk/casc/casc\\_guidance.htm](http://www.hmrc.gov.uk/casc/casc_guidance.htm))

The Club Rules constitute a contract between each club member of the football club and all the other members. A member is affected by and entitled to the benefit of the Club Rules as such exists at the time when he/she joins and as amended or modified by any alteration duly approved thereafter while he/she remains a member.

A football club is not legally obliged to have a set of written Club Rules; however, we would

strongly recommend that all football clubs adopt written Club Rules.

- the law relating unincorporated associations varies depending upon the provisions of a particular club's rules; it is not codified (i.e. there is no equivalent of the Companies Act);
- it is better to rely on clear Club Rules which have been agreed by the members rather than the general law;
- if the Club Rules are not set down in writing there are likely to be disputes as to their content; and carefully drafted rules can go some way to protect officers and members of a football club from personal liability

Some years ago, the FA, in response to many requests drew up a list of suggested Club Rules for newly formed football clubs. These can be found in The FA Handbook. The use of rules is not mandatory and it is likely that the majority of Club Rules are not in this form. The answer to any question regarding liability of members will depend on the interpretation of the particular Club Rules.

### **3. What does membership mean?**

Membership of a football club is usually dependent on payment of a subscription fee (collected on a regular basis); members are entitled to expect that everything needed by a football club will be funded from the club's existing funds (which may include donations and legacies in addition to subscriptions). Clubs are normally run on a cash basis and therefore if further resources are required to run the football club, the club may need to call a meeting of the members of the football club to raise the finance. Alternatively, the club may be able to borrow money if the Club Rules so provide. Very occasionally, the Club Rules will permit the club to pledge the credit of the members.

The Club Rules are a contract between each of the members and therefore each member must act in accordance with the provisions of the Club Rules. For instance all meetings required by the Club Rules must be held in accordance with the Club Rules. Any failure to do so would be a breach of contract. In relation to which any member could bring a breach of contract claim against the member(s) who has (have) not complied with the relevant provisions (e.g. the management committee).

### **4. Liability in Contract**

A football club can only enter into contracts by a person or persons acting on its behalf. Unincorporated football clubs usually appoint a management committee to manage the affairs of the football club and as such the members of the management committee will usually execute contracts on behalf of the football club. It is important that such contracts make clear that the persons signing are signing on behalf of the club. The Club Rules may give the management committee the authority to enter into such contracts but the authority should not extend to committing monies beyond the club's funds.

Whether or not a contract binds a football club and whether or not an individual, the management committee and/or all the members are liable for any breaches of a contract will depend on the interpretation of the club rules and the general principles of the law agency.

- **Individual:** If an individual member acts without authority he will be personally liable on any contract he/she enters into for the full amount due in relation to that contract. Such member would not be entitled to any indemnity from the football club funds or any contribution from the other members.
- **Management Committee:** If the committee authorises the contract the members of the committee will be jointly and severally liable for the amount due in relation to that contract (subject to a right of contribution from the other members of the management committee). The Club Rules may provide for the members of the management committee to be indemnified out of the funds of the football club; however to the extent that there is any shortfall the members will be personally liable for the shortfall.
- **Members:** All the members will only be liable if they either authorised or ratified the contract at general meeting or the Club Rules give authority to the management committee or other person to enter into the contract. Unless it is expressly provided otherwise by the Club Rules the fact that the members give a management committee the authority to conduct the affairs of the football club does not necessarily mean that the management committee has authority to contract on behalf of all the members and make all the members liable for amounts due pursuant to the contract beyond the assets of the club. If the Club Rules do provide that all the members of a club are liable they will be entitled to an indemnity out of the funds of the football club; however to the extent that there is any shortfall each member will be personally liable for the shortfall (although each member will be able to seek a contribution from the other members to the extent that he/she has paid more than his/her proper share). If the members are liable they will each be liable on an equal basis

Any third party seeking to bring a claim against the club for breach of contract would need to identify the individual or individuals whom it alleges to be directly responsible for the breach (e.g. members of the management committee) or with whom the contract was made. A claim would be brought against those individuals on behalf of the club.

### **5. Liability in respect of property**

A football club will usually appoint trustees to hold property; in such instances the trustees have legal title to the property. The trustees do not have any right to claim the contributions from the members of the club in relation to liabilities incurred by them as legal owners of the property unless this is provided for in the Club Rules. The Trustees are however entitled to be indemnified out of the property vested in them as trustees (i.e. they can sell the property to meet any claims). It is worth noting that each time a trustees dies or retires it is necessary for the property to be transferred to new trustees and any procedure for appointing new trustees contained in the rules followed in respect of a new trustee.

### **6. Liability in tort (a wrong or injury on which a civil claim is based)**

A claim can be brought by an outsider against the members of the management committee (or other members) on behalf of the club in respect of liability in tort (e.g. occupiers liability

or negligence liability) resulting from the occupation of premises or the club activities. If any such claim is successful the persons named on the claim form will be personally liable to pay any damages. The Club Rules may afford such persons an indemnity from club funds in respect of any liability suffered. If the Club Rules do not contain an indemnity provision, the members of the club should be asked to approve such an indemnity.

For example, if a non member is injured due to the poor state of a football club's premises it has been held by the Court that all the members are liable as "occupiers" of the property. It is for this reason that a club should carry public liability insurance.

A more difficult area is the liability of the club in tort towards its members since the member cannot (as a general principle) sue himself (the club). Therefore if a member is injured due to the state of the football club's property it has been held that they are not able to bring a claim (as essentially this would involve bringing a claim against themselves as an occupier). Trespassers therefore enjoy more protection than members in this respect! However, personal accident insurance for the benefit of members may be helpful here. However, one member (or indeed the management committee) may in certain circumstances owe a duty of care to the other members because of the special responsibilities undertaken by that member or because of his/her special knowledge (for example if he/she has been informed of a danger and has not warned the other members). Additionally, where a person has a dual role being a member and for example an employee the fact that he is a member does not preclude him suing the club in his capacity as an employee (e.g. for unfair dismissal).

If a member is injured as a result of negligence on the part of an employee of the club, it has been held that responsibility lies with the officer or management committee who appointed that employee. This is subject to any provision to the contrary in the Club Rules - although liability for death or personal injury caused by negligence cannot be excluded.

The management committee of the club should make sure that the appropriate insurance is arranged to cover the management committee and the club members against such claims. As football carries a risk of injury you may wish to suggest that the members have their own personal accident insurance policies. Members can be liable to each other individually in tort for example for injury caused by their own individual negligence (as opposed to by the club).

## **7. Liability as Employer**

The football club may employ people and in this regard the Club must comply with employment law. As with tortious liability, members of the management committee are likely to be sued on behalf of the club should a claim in respect of a person's employment arise. Should such a situation arise in your club, you should take legal advice.

## **8. Relevant provisions to include in Club Rules/steps to take to protect the committee**

As you will appreciate from the guidance above, a football club has a wide discretion as to the provisions that may be included in its Club Rules and this will have a substantial impact

on which, if any, members of the football club are liable in any particular instance. Additionally, actions taken in relation to third parties may impact upon whether and which members are liable in a particular instance. We would recommend that you consider the following issues.

- Providing in the Club Rules that specific members/the management committee has authority to enter into contracts
- Specifying in the Club Rules that the members of the management committee (and any other member sued on behalf of the club) are entitled to an indemnity from the funds of the club in relation to any claim brought against such members as a result of the proper exercise of their duties.
- Clearly setting out in the Club Rules when meetings of the members must be held and the procedure for calling and holding such meetings.
- Clearly setting out what obligations in the Club Rules which matters requires members' authority before they can be undertaken (e.g. borrowing money).
- Clearly setting out in the Club Rules whether or not it is intended the members are liable to contribute to liabilities incurred on behalf of the football club.
- Including an express clause in all contracts entered into on behalf of the football club limiting the liability of the football club to the amount of the funds of the football club and making sure that the signature clause in the contract makes clear that the contract is being entered on behalf of the football club.
- Taking out insurance in relation to potential claims (including public liability policy to insure against claims by non-members and officers insurance to protect the committee members).
- Limiting the possibility of tortious liability by erecting clearly worded notices at the Clubs premises and inserting exclusion clauses in appropriate places (e.g. on tickets).

## **9. What obligations do clubs owe to the Inland Revenue?**

Unincorporated clubs are taxed in the same way as companies. Please see The FA brochure on Corporation Tax available on TheFA.Com and the Inland Revenue guidelines IR46 "Clubs, Societies and Voluntary Associations".

## **10. What happens on dissolution of a club?**

Unless the Club rules provide otherwise, the assets of a club belong to all the members for the time being in equal shares but the members do not have any transmissible interest and a share of the members is not capable of being realised while the club continues.

The FA Rules (paragraph 1 (2)(d)) provide that where an unincorporated Club is wound up and there are surplus assets after the payment of the debts of the Club, the surplus assets shall be transferred only to a Club, Competition, Affiliated Association or The FA. This provision must be incorporated into Club rules.

Additionally, in order to qualify as a Community Amateur Sports Club, the surplus must be distributed to a governing body (The FA), another Community Sport Club or a charity

## **11. Can a club be subject to insolvency proceedings?**

An unincorporated club is not subject to winding up proceedings under the Insolvency Act

1986. Instead a club can be wound up either voluntarily by resolutions of the members or by order of the High Court. If there is no express power to dissolve the club in the Club Rules, then unanimous consent of all members, will be required to dissolve the club. In the event members do decide to dissolve the club, all existing liabilities of the club be discharged. The High Court has jurisdiction to wind up a club although it is unlikely to do so unless a clear majority of the members so wish or it is impractical for the club to continue.

## **12. Alternative structures**

Clubs may wish to consider incorporation in some form. For example, as a company limited either by shares or a guarantee. A company is a separate legal entity and is able, in its own name (rather than in the name of members) to enter into contracts, employ people, own property as well as issue and defend legal proceedings.

A company's officers (its directors) are not themselves (generally) liable for the company's debts or liabilities provided they have in the circumstances acted reasonably or with the necessary authority.

The members of the company also benefit from limited liability. Whatever happens to the company, its shareholders (if it is a company limited by shares) are only liable to pay up the amount they agreed to pay for their shares (which is normally paid up when the shareholder subscribes for their shares) and its members (if it is a company limited by guarantee) are only liable, on a winding up of the company where there are insufficient assets to pay its debts, to pay up the amount they guarantee to pay (usually £1).

There are of course some disadvantages of being a company. A company has to comply with the provisions of the Companies Act 1985 (in addition to its Memorandum and Articles of Association). A company is also required to file accounts, annual returns and other forms at Companies House on a regular basis and depending on the size of the company, the accounts may also be audited.

Any Club considering incorporation must consider any restrictions on the ability to transfer freehold or leasehold property, employees, its membership of a football league and The FA and other assets (including contracts) and liabilities to a new company. Accordingly any Club contemplating such a transition would always be well advised to contact their legal/professional advisors and The FA to discuss the process of incorporation in detail.

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## RESPECT

Respect is The FA's response to a clear message from throughout the game, that the health of football depends upon high standards of behaviour on and off the pitch.

- Respect is a behavioural code for Football
- Respect is about recognising that the integrity of the game is more important than the result of the match
- Respect is For ALL and plays a key part in uniting the game
- Respect is about creating an understanding of what is acceptable and unacceptable behaviour in Football
- Respect is about those involved taking responsibility for the consequences of their own actions
- Respect is about supporting match officials to do their job.
- Respect is not a slogan. It is a collective responsibility of those involved in football to create a safe, fun and inclusive environment in which the game can take place.

The following Respect Codes of Conduct outline the types of behaviour that will support a safe, fun and inclusive game in this country. They also identify a range of sanctions which may be taken if these codes are not abided by.

### YOUNG PLAYERS - RESPECT CODE OF CONDUCT

When playing football, I will:

- Always play to the best of my ability and for the benefit of my team
- Play fairly - I won't cheat, dive, complain or waste time.
- Respect my team-mates, the other team, the referee or my coach/team manager.
- Play by the rules, as directed by the referee
- Be gracious in victory and defeat - I will shake hands with the other team and referee at the end of the game
- Listen and respond to what my coach/team manager tells me
- Understand that a coach/team manager has to do what is best for the team and not one individual player
- Talk to someone I trust or the club welfare officer if I'm unhappy about anything at my club.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may:

- Be required to apologise to my team-mates, the other team, referee or team manager
- Receive a formal warning from the coach/team manager or the club committee
- Be dropped or substituted
- Be suspended from training
- Be required to leave the club

In addition:

- My club, County FA or The FA may make my parent or carer aware of any infringements of the Code of Conduct

- The FA/County FA could impose a fine and suspension against my club

### **SPECTATORS - RESPECT CODE OF CONDUCT**

We all bear a collective responsibility to set a good example and help provide a positive environment in which children can learn and enjoy the game.

Play your part and observe The FA's Respect Code of Conduct for spectators at all times  
I will:

- Remember that children play for FUN.
- Applaud effort and good play as well as success.
- Respect the Referee's decisions even when you don't agree with them
- Appreciate good play from whatever team it comes from
- Remain behind the touchline and within the Designated Spectators' Area (where provided)
- Let the coach do their job and not confuse the players by telling them what to do
- Encourage the players to respect the opposition, referee and match officials
- Support positively. When players make a mistake offer them encouragement not criticism
- Never engage in, or tolerate, offensive, insulting, or abusive language or behaviour

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may be:

- Issued with a verbal warning from a club or league official
- Required to meet with the club, league or CFA Welfare Officer
- Required to meet with the club committee
- Obligated to undertake an FA education course
- Obligated to leave the match venue by the club
- Requested by the club not to attend future games
- Suspended or have my club membership removed

In addition:

- The FA/County FA could impose a fine and/or suspension on the club

### **COACHES, TEAM MANAGERS AND CLUB OFFICIALS - RESPECT CODE OF CONDUCT**

We all bear a collective responsibility to set a good example and help provide a positive environment in which children can learn and enjoy the game. Play your part and observe The FA's Respect Code of Conduct at all times.

On and off the field, I will:

- Use my position to set a positive example for the young people I am responsible for
- Show respect to others involved in the game including match officials, opposition players, coaches, managers, officials and spectators
- Adhere to the laws and spirit of the game
- Promote Fair Play and high standards of behaviour
- Respect the match official's decision
- Never enter the field of play without the referee's permission



- Never engage in, or tolerate, offensive, insulting or abusive language or behaviour
- Be gracious in victory and defeat

When working with players, I will:

- Place the well-being, safety and enjoyment of each player above everything, including winning
- Never engage in or tolerate any form of bullying
- Encourage each player to accept responsibility for their own behaviour and performance
- Ensure all activities I organise are appropriate for the players' ability level, age and maturity
- Co-operate fully with others in football (e.g. officials, doctors, physiotherapists, welfare officers) for each player's best interests

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may be:

- Required to meet with the club, league or County Welfare Officer
- Suspended by the club from attending matches
- Suspended or fined by the County FA
- Required to leave or be sacked by the club

In addition:

- My FA Coaching Licence may be withdrawn

## **MATCH OFFICIALS**

We all have a responsibility to promote high standards of behaviour in the game.

The behaviour of the match officials has an impact, directly and indirectly, on the conduct of everyone involved in the game - both on the pitch and on the sidelines.

Play your part and observe The FA's Respect Code of Conduct of match officials at all time.

I will:

- Be honest and completely impartial at all times
- Apply the Laws of the Game and competition rules fairly and consistently
- Manage the game in a positive, calm and confident manner
- Deal with all instances of violence, aggression, unsporting behaviour, foul play and other misconduct
- Never tolerate offensive, insulting or abusive language or behaviour from players and officials
- Support my match official colleagues at all times
- Set a positive personal example by promoting good behaviour and showing respect to everyone involved in the game
- Communicate with the players and encourage fair play
- Respond in a clear, calm and confident manner to any appropriate request for clarification by the team captains
- Prepare physically and mentally for every match
- Complete and submit, accurate and concise reports within the time limit required for games in which I officiate.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my County FA or The FA:

I may be:

- Required to meet with The FA/County FA Refereeing Official
- Required to meet with The FA/County FA Referees Committee

## **ADULT PLAYERS**

We all have a responsibility to promote high standards of behaviour in the game  
Play your part and observe The FA's Respect Code of Conduct for players at all times.

On and off the field, I will:

- Adhere to the Laws of The Game
- Display and promote high standards of behaviour
- Promote Fair Play
- Always respect the match official's decisions
- Never engage in public criticism of the match officials
- Never engage in offensive, insulting or abusive language or behaviour
- Never engage in bullying, intimidation or harassment
- Speak to my team-mates, the opposition and my coach/manager with respect.
- Remember we all make mistakes.
- Win or lose with dignity. Shake hands with the opposing team and the referee at the end of every game.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County FA or The FA:

I may:

- Be required to apologise to team-mates, the other team, referee or team manager
- Receive a warning from the coach
- Receive a written warning from the club committee
- Be required to attend an FA education course
- Be dropped or substituted
- Be suspended from training
- Not be selected for the team
- Be required to serve a suspension
- Be fined
- Be required to leave the club

In addition:

- The FA/County FA could impose a fine and/or suspension on the club

## THE COMPANIES ACT 2006

### ARTICLES OF ASSOCIATION OF SOMERSET FOOTBALL ASSOCIATION LIMITED

#### Interpretation

1. The model Articles of Association for a private company limited by guarantee set out in Schedule 2 of the Companies (Model Articles) Regulations 2008 (SI2008/3229) and any amendment or replacement from time to time shall not apply to the Association but the regulations contained in the following clauses (as originally adopted or from time to time altered by Special Resolution) shall be the Articles.
2. In these Articles:
  - “ Act” (the) means the Companies Act 2006 as amended, restated or re-enacted from time to time;
  - “Affiliated Club” means a football club, which the Council has accepted may affiliate to the Association;
  - “Affiliated League” means a league of Affiliated Clubs which the Council have accepted may affiliate to the Association;
  - “Area” means such a geographical area of the County as is determined from time to time by the Council;
  - “Area Representative” means a Council Member elected pursuant to Article 43;
  - “Articles” means these Articles of Association;
  - “Associate Member” means an Affiliated Club or other person who the Council has resolved may be an associate member of the Association;
  - “Association” means Somerset Football Association Limited;
  - “Board of Appeal” means the committee consisting of at least seven persons (whether or not Council members) from which a minimum of three will be selected to determine appeals from the decisions of the Standing Committees;
  - “Chairman” means the Chairman of the Association appointed from time to time in accordance with Article 11d;
  - “clear days” in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

- “Competition” means a competition of Affiliated Clubs, which the Council has accepted may affiliate to the Association;
- “Council (the)” means the Council of the Association as constituted under these Articles and any Rules made pursuant thereto;
- “Council Members” means the persons appointed or elected from time to time to be members of the Council in accordance with these Articles;
- “County” means the area described in Article 119(b)
- “County Secretary” means the Company Secretary of the Association or any other person appointed to perform the duties of the Company Secretary of the Association pursuant to the Act (for Somerset FA the Chief Executive) including a joint, Assistant Or Deputy Secretary.
- “Deputy Chairman” means the person appointed from time to time to be the Deputy Chairman of the Association in accordance with Article 11d
- “Directors of the Board” means the Directors of the Association for the purposes of the Act as appointed from time to time under these Articles;
- “executed” includes any mode of execution;
- “FA Representative” means the person appointed from time to time in accordance with Article 52 to be the Association’s representative at The Football Association under the Articles of The Football Association;
- “First Council Meeting” means the first meeting of the Council to be held after the Association’s Annual General Meeting
- “Laws of the Game” means the laws of Association Football as settled by the Federation Internationale de Football Associations (“FIFA) from time to time;
- “Life Members” means the persons appointed from time to time to be the Life Members of the Association in accordance with Article 51;
- “Members” means those Affiliated Clubs, Affiliated Leagues, Competitions and individuals admitted into membership of the Association in accordance with Article 3;
- “Membership Rules” means the memberships rules of the Association created and amended from time to time pursuant to Article 7;
- “office” means the registered office of the Association;

“Officers”	means the President, Chairman, Deputy Chairman and Chief Executive together;
“President”	means the person elected from time to time to be the President of the Association in accordance with Article 11d;
“Rules”	means the rules, regulations, standing orders and bye-laws of the Association as amended from time to time;
“Rules of The Football Association”	means the Rules of The Football Association as amended from time to time;
“Scrutineers”	means two independent persons who shall be appointed pursuant to Article 11(e) for the purpose of overseeing any election conducted pursuant to Articles 36 to 42;
“seal”	means the common seal of the Association;
“Standing with Article 55 as amended from time to time in accordance with Article 55;	means the standing committees of the Council as created in accordance with Article 55 as amended from time to time in accordance with Article 55;
“Somerset Senior Football League”	means the League of Affiliated Clubs known as the Somerset County Football League;
“The Football Association”	means The Football Association Ltd of Wembley Stadium, Wembley, London HA9 0WS;
“United Kingdom”	means Great Britain and Northern Ireland;
“Vice-Presidents”	means the person selected from time to time to be the Vice-Presidents of the Association appointed in accordance with Article 50;

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

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

Words denoting the singular number include the plural number and vice versa;

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

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

## **MEMBERS OF THE ASSOCIATION**

3. The members as at the date of adoption of these Articles and such other persons as are admitted to membership by the Council in their absolute discretion in accordance with the Articles shall be the members of the Association. Every person who wishes to become a member shall deliver to the Association an application for membership in such form as the Council requires executed by him. The provisions of section 113 of the Act shall be observed by the Association and every member shall either sign a written consent to become a member or sign the register of members on becoming a member. For the purposes of registration the number of members is declared to be unlimited. Every corporation and unincorporated association, which is admitted to membership, may exercise such powers as are prescribed by section 323 of the Act. Council Members shall be members but any person who ceases to be a Council Member shall automatically cease to be a member and his name shall be erased from the Register of Members.
4. A member may withdraw from membership of the Association on seven days' clear notice to the Association. Membership shall not be transferable in any event and shall cease immediately on death or dissolution or on the failure of the member to comply or to continue with any condition of membership set out in these Articles or in the Rules or the Membership Rules.
5. The Directors shall at their discretion recommend Council to admit such members from time to time as they think fit.
6. The Directors may from time to time make, vary and revoke Rules relating to the levels of subscriptions or affiliation fees to be paid by the different categories of members.
7. Subject to Articles 5 and 6, the Council may from time to time
  - a. make, vary and revoke Membership Rules relating to all aspects of membership of the Association including (without limitation) Membership Rules;
  - b. setting out different categories of membership of the Association including Rules for Associate Members;
  - c. setting out rights, privileges and obligations of the different categories of members;
  - d. relating to the organisation of members including (without limitation) rules of, finances of and financial and other records and minute books to be kept by members; setting out which office holder(s) of a member may represent the member at general meetings of the Association;
  - e. setting out disciplinary procedures for members and players.

Such amendments, variations and revocations will only be effectively passed by a vote of at least two-thirds of the Council Members present and voting at a Council meeting.

8. The members shall pay any subscription affiliation and other fees set by the Directors. Any member whose subscription or affiliation fee is more than one month in arrears shall be deemed to have resigned his membership of the Association.
9. It shall be the duty of the Directors, if at any time they shall be of the opinion that the interests of the Association so require, by notice in writing sent by prepaid post or by electronic communication to a member's address, to request that member to withdraw from membership of the Association within a time specified in such notice. No such notice shall be sent except on a vote of the majority of the Directors present and voting, which majority shall include one half of the total number of the Directors for the time being.
10. If, on the expiry of the time specified in such notice, the member concerned has not withdrawn from membership by submitting written notice of his resignation, or if at any time after receipt of the notice requesting him to withdraw from membership the member shall so request in writing, the matter shall be submitted to a properly convened and constituted meeting of the Directors. The Directors and the member whose expulsion is under consideration shall be given at least 14 days' notice of the meeting, and such notice shall specify the matter to be discussed. The member concerned shall at the meeting be entitled to present a statement in his defence either verbally or in writing, and he shall not be required to withdraw from membership unless half of the Directors present and voting shall, after receiving the statement in his defence, vote for his expulsion, or unless the member fails to attend the meeting without sufficient reason being given. If such a vote is carried, or if the member shall fail to attend the meeting without sufficient reason being given, he shall thereupon cease to be a member and his name shall be erased from the register of members.

#### **GENERAL MEETINGS**

11. The Association shall hold a general meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Directors, and shall specify the meeting as such in the notices calling it.

The Annual General Meeting shall be held for the following purposes:

- a. to receive from the Directors a full statement of account;
- b. to receive from the Directors a report of the activities of the Association since the previous Annual General Meeting;
- c. to announce the appointment and/or election of the Council Members and the Area Representatives elected pursuant to Articles 36 to 42;
- d. to elect the President, Chairman, Deputy Chairman and Vice Presidents;
- e. to appoint two Scrutineers for election purposes;
- f. to note the appointment of the Standing Committees Articles 55 to 57;
- g. to elect the Board of Appeal;
- h. to appoint the Association's auditors; and
- i. to transact such other business as may be brought before it in accordance with these Articles. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

12. The Directors may call general meetings and, on the requisition of one-tenth of the members pursuant to the provisions of the Act, shall within twenty one days proceed to convene an Extraordinary General Meeting for a date not later than twenty eight days after the date of the notice convening the meeting.

Such requisition must state the object of the meeting. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or the Secretary may call a general meeting.

### **NOTICE OF GENERAL MEETING**

13. An Annual General Meeting and an Extraordinary General Meeting called for the passing of a special resolution shall be called by at least 21 clear days' notice and every other Extraordinary General Meeting shall be called by at least 14 clear days' notice. A general meeting may be called by shorter notice if it is so agreed:

- a. in the case of an Annual General Meeting, by all the members entitled to attend and vote thereat; and
- b. in the case of any other meeting, by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90% of the total voting rights at the meeting of all the members.

14. The notice shall specify the time and place of the meeting and, in the case of special business, the general nature of such business. All business shall be deemed special that is transacted at an Extraordinary General Meeting and also all business that is transacted at an Annual General Meeting with the exception of:

- a. the consideration and adoption of the accounts and balance sheet and the reports of the Directors and Auditors and other documents required to be annexed to the accounts;
- b. the appointment of Auditors (and the fixing of their remuneration) where special notice of the resolution for such appointment is not required by the Companies Act.

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

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

### **PROCEEDINGS AT GENERAL MEETINGS**

16. No business shall be transacted at any meeting unless a quorum of 20 members (excluding Associate Members) is present in person, by proxy or in the case of a corporate member by representative.

17. If such a quorum is not present within half an hour from the time appointed for The meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Directors may determine and if at such adjourned meeting a quorum



is not present within half an hour from the time appointed for holding the meeting the members present shall be a quorum.

18. The President, or in his absence the Chairman, or in his absence the Deputy Chairman shall preside as chairman of the meeting, but if neither the President, the Chairman nor the Deputy Chairman be present within 15 minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman of the meeting and, if there is only one Director present and willing to act, he shall be chairman of the meeting.
19. If no Director is willing to act as chairman of the meeting, or if no Director is present within 15 minutes after the time appointed for holding the meeting, the members entitled to vote and present in person, by proxy or in the case of a corporate member by representative shall choose one of their number to be chairman of the meeting.
20. The chairman of the meeting, may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for 14 days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
21. The chairman of the meeting may at any time without the consent of the meeting adjourn any meeting (whether or not it has commenced or a quorum is present) either without fixing a day for the meeting or to another time or place where it appears to him that:
  - a. members wishing to attend cannot be conveniently accommodated in the place appointed for the meeting;
  - b. the conduct of persons present prevents or is likely to prevent the orderly continuation of business; or
  - c. an adjournment is otherwise necessary so that the business of the meeting may be properly conducted.
22. If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting, the proceedings on the substantive resolution shall not be invalidated by any error in such ruling. With the consent of the chairman of the meeting, an amendment may be withdrawn by its proposer before it is voted upon. In the case of a resolution duly proposed as a special or resolution, no amendment thereto (other than a mere clerical amendment to correct a typographical error) may in any event be considered or voted upon.
23. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded:
  - a. by the chairman of the meeting; or

- b. by at least three members present in person, by proxy or in the case of corporate member by representative and having the right to vote at the meeting.
24. Unless a poll is duly demanded a declaration by the chairman of the meeting that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
25. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.
26. A poll shall be taken at such time and place and in such manner as the chairman of the meeting directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
27. In the case of an equality of votes, whether on a show of hands or on a poll, if the chairman of the meeting is a member of the Association then he shall be entitled to a casting vote in addition to any other vote he may have.
28. A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman of the meeting directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
29. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
30. A resolution in writing executed by or on behalf of such members who would have been entitled to vote for the resolution had it been proposed in general meeting at which all of the members were present and voting shall be as valid and effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

## **VOTES OF MEMBERS**

31. Every member is entitled to send two representatives to general meetings but only one of those representatives shall have a vote. No person may represent more than one member save that a person may represent both an Affiliated Club and Affiliated League. If

a person does represent an Affiliated Club and an Affiliated League, he shall only have one vote either on a show of hands or on a poll.

Subject to Article 26, on a show of hands every member who is present in person (excepting as described above) shall have one vote and on a poll every member present in person by proxy or in the case of a corporate member by representative shall have one vote. Associate Members shall not be entitled to receive notice of, attend or vote at general meetings.

31A Proxies may only validly be appointed by a notice in writing which must be received in writing by the Chief Executive seven (7) days prior to the date of the meeting which:

- (a) states the name and address of the member appointing the proxy;
- (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- (d) is delivered to the Association in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate.

31B A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Association by or on behalf of that person.

31C An appointment under a proxy notice may be revoked by delivering to the Association a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given. A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

32. If any votes are given or counted at a general meeting which shall afterwards be discovered to be improperly given or counted, the same shall not affect the validity of any resolution or thing passed or done at the said meeting, unless the objection to such votes be taken at the same meeting, and not in that case, unless the chairman of the meeting shall then and there decide that the error is of sufficient magnitude to affect such resolution or thing.

33. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

## **COUNCIL**

34. The Council shall comprise:

- (a) The President;
- (b) The Chairman;
- (c) The Deputy Chairman;
- (d) The Life Members;

- (e) Representatives from each Affiliated League: each League shall be entitled to have the number of representatives in accordance with the number of Affiliated Clubs in membership of the League as set out in the table below:

<b>Number of Affiliated Clubs</b>	<b>Number of Representatives</b>
1 – 40 Clubs	1
Over 40 Clubs	2

- (f) Any Affiliated League designated a National League System feeder league, as defined by the Football Association, shall have an additional Representative over and above their qualifying number from the above table.
- (g) One Representative from each of the Somerset County Referees Association, the Somerset Schools Football Association, any Football League Club in membership of the Somerset Football Association, a member of the Somerset FA Inclusion Advisory Group (IAG), the Western Football League and two members of the Somerset FA Youth Council, only one of either shall have voting rights.
- (h) One elected Representative for Clubs who are affiliated to and play in Leagues not affiliated to Somerset FA and are based in the Bath & North East Somerset & North Somerset Unitary Authorities and Bristol City Council (North Area Representative)
- (i) One elected Representative for Clubs who are affiliated to and play in Leagues not affiliated to Somerset FA and are based in Somerset County Council (South area Representative)

35. No person may be appointed or elected as a Council Member for the first time who has attained the age of 70.

### **ELECTIONS TO COUNCIL**

- 36 At the Annual General Meeting each year the Area Representatives shall retire but shall be eligible for re-appointment.
- 37 Nomination papers shall be sent each year to Affiliated Clubs who operate in any League affiliated to Gloucestershire and Wiltshire, and to Affiliated Clubs who operate in any League in Dorset and Devon with existing councillors reminded that nominations are to be processed for the next season. Completed Nomination papers must be returned to the Chief Executive by the date prescribed and set from time to time by the Board. Nomination papers must be signed by the Chairman of the Club making the nomination and counter-signed by the Secretary of the Club making the nomination and by the Candidate himself. No Club may nominate more than one person.
- 38 No person shall be nominated for more than one Area.
- 39 If more than one nomination for each Area vacancy is received then an election shall take place. Voting papers shall be sent to each eligible Club in the Area containing the names of all candidates for that Area. Each Club shall be entitled to one vote.
- 40 Voting papers must be delivered in a sealed envelope by such time as the Board shall prescribe to the office and shall be opened by such persons as the Board shall decide in the presence of the Scrutineers. The candidate receiving the largest number of votes in each Area shall be declared elected at the Annual General Meeting.

- 41 In the case of two or more candidates polling an equal number of votes the Council shall at its first Council meeting after the Annual General Meeting each year elect (at its discretion) one such candidate to be the Area Representative for that particular Area. In the event of no nomination being received from an Area the representative for that particular Area may be appointed by the Council at the first Council meeting after the next Annual General Meeting.
- 42 Those persons elected as Area Representatives shall hold office for a period of one year following the Annual General Meeting subsequent to their election but shall be eligible for re-election.

#### **APPOINTMENT TO COUNCIL**

43. Each organisation or group of organisations, entitled to nominate a person to be a Council Member pursuant to paragraphs (e), (f), and (g) of Article 34, shall submit to the Council for approval which person or persons (as the case may be) they propose to nominate as a Council Member or Council Members (as the case may be). Such persons if approved by the Council shall serve for a one-year term from the Annual General Meeting in each year and shall be eligible for re-appointment. In the event of a casual vacancy occurring in relation to any Council Members appointed pursuant to this Article, the organisation concerned shall have power but shall not be obliged to fill the vacancy.
44. In the event of a casual vacancy occurring in relation to any Area Representative, the Council shall have the power (but shall not be obliged) to appoint a substitute Area Representative, suitably qualified to represent that Area until such time as the person who was replaced was due to retire and such person shall be eligible for re-election in accordance with the Articles.
45. The Council Members shall remain in Office until their successors have been nominated and appointed. Subject to Articles 43 and 44 the Council shall have the power to fill any other vacancy (including vacancies in the positions of the Officers other than a vacancy in the position of Association Chief Executive) which may occur on the Council during the year. A Council Member so appointed to fill a vacancy shall hold office until such time as the person who was replaced was due to retire but shall be eligible for re-appointment in accordance with these Articles
- 46 The Council shall from time to time have the power to co-opt Honorary Members from outside current membership if they feel their skills would be of benefit to the Association from their service on Council. Such co-option shall be for a clearly defined period of time, subject to and in accordance with Article 51
- 47 The Council shall have power to co-opt up to five persons as they think fit to serve as Council Members. Those persons co-opted to the Council shall serve for such term and on such conditions as the Council thinks fit and may be removed from Council at any time; such time served shall count towards Life Membership of the Association.

## **REMOVAL FROM COUNCIL**

48. Any member of Council who brings the County into disrepute by non-compliance with "Guidance to the Roles and Duties of Members of Council" and "Councillors Code of Conduct" documents issued to them, or by any other means, may be removed from Council. The member shall be advised by the Chief Executive of such misconduct and that it will be put to Council who will decide what action to take. Should Council decide that it is a removable offence, the matter will be decided on by Councillors with the outcome passed by a majority vote which will be confirmed to the Councillor in writing.

## **PRESIDENT, CHAIRMAN AND DEPUTY CHAIRMAN**

49. At each Annual General Meeting the President, Chairman and Deputy Chairman shall retire but shall be eligible for re-election. All candidates for election shall be nominated in writing by two Members by such date as the Board prescribe with existing officers reminded that nominations are to be processed for the next season. Members may nominate persons to any one of these offices and they shall be elected by the members at the Annual General Meeting each year. These persons shall hold office for a one-year term from that Annual General Meeting until the next but shall be eligible for re-election. The President, Chairman, and Deputy Chairman shall have such rights and privileges as the Council shall from time to time prescribe.

## **VICE-PRESIDENTS**

50. Vice-Presidents shall retire but shall be eligible for re-election. The Vice-Presidents may be elected each year by the members at the Annual General Meeting and shall serve a one year term from that Annual General Meeting. No person shall be eligible for election as a Vice-President unless he has in the opinion of Council rendered services to football within the County and has been nominated by Council. Vice-Presidents shall have such rights and privileges as the Council shall from time to time prescribe.

## **LIFE MEMBERS & HONORARY MEMBERS**

51. A Council Member who has served as a Council Member for at least 21 years either continuously or in aggregate shall be appointed as a Life Member. Life Members shall be entitled to receive notice of and attend all Council meetings and shall be entitled to remain on the Council for the rest of their lives without the need to be re-elected. Life Members may choose to be either "active", in which they will take part in all aspects of the County business including attending Council Meetings where they shall be able to vote, and have such rights and privileges as the Council shall from time to time prescribe or "inactive" where they will not undertake county business. While they may attend meetings they shall not have the right to vote and may be denied other rights and privileges as dictated by the Council. No inactive Life Member may hold a share of the FA in the name of the County and any member holding such a share shall have it withdrawn when they seek to be an inactive member. Life members may choose to change their status from time to time as they see fit and shall assume the privileges appropriate for their stature of Life Member

The Association Chief Executive may from time to time recommend to the Board that a Council Member who has made significant contributions to the Council and its matters be

made an Honorary Member. The Honorary Member shall be afforded the same rights as a nominated Council member. The Honorary Member shall remain a member of Council until such time as either the Board deem that position as an Honorary Member should cease, they wish to no longer be a member or they achieve Life Member status under the provisions of this Article.

#### **FA REPRESENTATIVE**

52. The Council shall decide which person should be the FA Representative each year. Nominations for persons to be the FA Representative must be submitted in writing to the Association Secretary by 1st. February each year. Each candidate must be proposed and seconded by two Council Members. Such person shall be appointed for a one-year term and upon such conditions as the Council thinks fit. Any person so appointed may be removed at any time by the Council. Council may fill any casual vacancy in the position of FA Representative.

#### **POWERS OF COUNCIL**

53 The Council has the power to appoint and remove the Directors in accordance with these Articles.

54 The Council has the power to regulate and manage all footballing matters referred to it including (without limitation) all disciplinary, selection, referees, league sanctions and other matters pertaining to the regulation and conduct of football in the County.

#### **APPOINTMENT OF STANDING COMMITTEES**

55 Pursuant to Article 54, at the Board Meeting prior to each Annual General Meeting the Directors shall appoint as they deem fit such persons whether or not Council Members to the following Committees of the Council to hold office until the following Annual General Meeting. Each committee may replace and/or co-opt members as necessary:

- a. League's Board of Appeal
- b. League Sanction Committee
- c. Disciplinary Committee
- d. Benevolent Committee
- e. Referees Committee
- f. County Cups Committee
- g. County Representative Committee
- h. General Purposes Committee
- i. Somerset FA Youth Council
- j. Charter Standard Committee
- k. Inclusion Advisory Group (IAG)
- l. Such other ad hoc committees to deal with footballing matters as the Directors shall decide from time to time.

All committees shall prepare minutes of meetings to be circulated at subsequent meetings of the Council for review. ***All committee secretaries shall conduct committee business including preparation of minutes, to be circulated at subsequent meetings including minutes of meetings of Council for review.***

- 56 The Council may in its absolute discretion at any time amend or add to the list of Standing Committees in Article 55 and the Council may at any time dispense with the need for any of the Standing Committees set out in Article 55. The Council may also amend the name of any Standing Committee at any time.
- 57 Each Standing Committee appointed in accordance with Article 55, shall decide which of its members shall be Chairman and which Deputy-Chairman of the Standing Committee provided that the Referees Committee, (in conjunction with the Director appointed to the committee by the Board of Directors who shall be a de facto member of the committee) shall appoint a Referees Appointments Officer. The Standing Committee shall conduct its business in accordance with any terms of reference and standing orders set by the Council from time to time.

### **PROCEEDINGS OF COUNCIL**

58. Council Members are entitled to attend all Council meetings and General Meetings and subject to provisions of these Articles are entitled to vote at such meetings.
59. The County Secretary may and on the request of any 12 Council Members call Council Meetings. The notice shall be sent to all Council Members individually. At least seven clear days notice shall be given of Council meetings. The accidental omission to give notice of a Council meeting to, or the non-receipt of notices of a meeting by, any Council member shall not invalidate any resolution passed or the proceedings at that meeting. The Council shall meet at least four times in each *calendar year*. No business shall be transacted at any meeting unless a quorum of one-third of Council Members is present.
- 60 The Council shall have the power to make standing orders for the conduct of Council meetings and the Council may otherwise regulate their proceedings as they think fit. Council meetings shall be conducted in accordance with those standing orders. Each Council Member shall have one vote.
61. Any Council Member who shall without sufficient reason be absent without the permission of Council from two consecutive Council meetings and/or three consecutive meetings of a Standing Committee of which he is a member, shall be referred by the Association's County Secretary to the Secretary of the organisation which the Member is nominated by. The organisation's Secretary shall be informed that unless acceptable reasons are forthcoming that the Member may not have his position ratified by Council if he is re-nominated. Failure to rectify the situation shall lead to the removal of said councillor from the Council

### **MINUTES**

62. The Council Members shall cause minutes to be made in books kept for the purpose:
- a. of all appointments it makes; and
  - b. of all its proceedings.

### **DIRECTORS**

63. Subject to Articles 7, 53 65 and 66, the affairs of the Association shall be governed by the Directors who may authorise all such acts and the exercise of all such powers of the Association by the Directors, on whom executive management powers are



conferred as Directors, as may be required to give effect to the objects as described in the provisions of the Memorandum of Association, and which are not by statute or these Articles required to be done or exercised by the Association in general meeting or by the Council.

64. In the absence of any expression to the contrary in the Articles, rules or any regulations, or standing orders, or decisions of the Directors, a matter shall be carried if supported by a simple majority of the directors present and voting.

### **NUMBER OF DIRECTORS**

65. Unless otherwise determined by ordinary resolution, the number of Directors shall be subject to a maximum of ten but shall be not less than five.

### **BOARD OF DIRECTORS**

66. The Directors shall be:

- a. the President;
- b. the Chairman;
- c. the Deputy-Chairman; and
- d. up to five further persons elected by the Council.
- e. any person co-opted as a Director pursuant with article 68

67. The Directors set out in paragraphs a to c (inclusive) of Article 66 shall retire annually but shall be eligible for re-election in accordance with Article 49

68. The Directors referred to in paragraph d of Article 66 shall retire on a rotational basis but shall be eligible for re-election.

69. The Directors shall decide who shall be appointed as the County Secretary and who shall be the Honorary Solicitor for such term and upon such conditions as they think fit. Any person so appointed may be removed by the Directors at any time. The Directors may fill any casual vacancy in the position of County Secretary or Honorary Solicitor. Directors may co-opt, by a majority vote, additional Directors for specific areas of expertise. A co-opted Director may participate and vote at all Board meetings at which he or she is in attendance. Directors co-opted onto the Board pursuant to this article may also be removed by a majority vote of the Directors.

### **ELECTIONS TO THE BOARD**

- 70 At the first Council meeting following the Annual General Meeting in each year, one-fifth of the persons appointed as Directors pursuant to Article 66d or if their number is not five or a multiple of five, the number nearest to one-fifth shall retire but shall be eligible for re-election. The Directors to retire shall be those longest in office since their last appointment or re-appointment. As between Directors who have served for an equal length of time the Directors to retire shall (unless they otherwise agree) be determined by lot. Elections of Directors to fill the places of those retiring shall be held pursuant to Articles 71 to 75.

71. Only Council Members are eligible for election as a Director, aside from co-opted Directors, and only Council Members may participate in their election. The County Secretary shall send, on request, to Council Members a nomination paper on or before such date as the

Directors shall prescribe each year. Such nomination paper must be completed and returned to the County Secretary not later than such date as the Directors shall prescribe each year.

72. Any Council Member may nominate another Council Member to be a Director on the form provided, such a nomination must be seconded by another Council Member and signed by the candidate. Council Members may only nominate or second one candidate.
73. A voting paper containing the names of all candidates will be sent to each Council Member at such time as the Board shall prescribe and may include a letter of support by the candidate. The name of any person nominated as a Director who has failed to be appointed to the Council at the Annual General Meeting shall be withdrawn from the ballot.
74. Voting papers are to be returned to the Company Secretary by such date, in such manner and shall be opened by such persons as the Directors shall decide.
75. The requisite number of candidates recording the highest number of votes shall be declared elected at the first Council meeting following the Annual General Meeting each year to fill the vacancies that have arisen, such persons to serve for a five year term from that Council Meeting.

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

76. The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any Managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers, and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.

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

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

## **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

80. The office of a Director shall be vacated if:
- a. he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
  - b. he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - c. he is, or may be, suffering from mental disorder and either:
    - i. he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
    - ii. an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
  - d. he resigns his office by notice to the Association; or
  - e. he shall without sufficient reason for more than three consecutive Board meetings have been absent without permission of the Directors and the Directors resolve that his office be vacated; or
  - f. he is suspended from holding office or from taking part in any footballing activity relating to the administration or management of the Association by a decision of The Football Association; or
  - g. he is removed from office by a resolution duly passed pursuant to section 168 of the Act; or
  - h. he is removed from office by three quarters majority of Council Members present and voting at the Council meeting at which the resolution is proposed; or
  - i. he is requested to resign by all the other Directors acting together.

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

81. The Directors, Council Members and their nominated Deputies may be paid all reasonable travelling and other expenses properly incurred by them in connection with their attendance at meetings of Directors or Committees of Directors or General Meetings or separate meetings of the holders of debentures of the Association or otherwise in connection with the discharge of their duties save where the rules provide otherwise.

- 82 Mileage scale allowance increases for travelling expenses will be decided by the Board of Directors and implemented as and when required to reflect economic circumstances

## **DIRECTORS' APPOINTMENTS AND INTERESTS**

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

84. a A Director must declare to the other Directors any situation of which he is aware in which he has, or could have, a direct or indirect interest that conflicts, or possibly might conflict, with the interests of the Association unless it relates to a contract, transaction or arrangement with the Association or the matter has been authorised by the Directors or the situation cannot reasonably be regarded as likely to give rise to a conflict of interest.
- b The Directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law any conflict or potential conflict disclosed under Article 80(a). Provided that for this purpose the Director in question and any other interested Director are not counted in the quorum for any resolution at any Board Meeting pursuant to which such conflict or potential conflict is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted.
- c A Director shall not, by reason of his office, be accountable to the Association for any benefit which he derives from any matter where the conflict or potential conflict has been authorised by the Directors pursuant to Article 80(b) (subject in any such case to any limits or conditions to which such authorisation was subject).
85. a A Director who becomes aware that he is in any way, directly or indirectly interested in a proposed or existing contract, transaction or arrangement with the Association must declare the nature and extent of that interest to the other Directors unless it cannot reasonably be regarded as likely to give rise to a conflict of interest.
- b Save as herein provided, or otherwise agreed in writing by all of the Directors, a Director shall not vote in respect of any contract, transaction or arrangement with the Association in which he has an interest which is to his knowledge a material interest otherwise than by virtue of being a member. A Director shall not be counted in the quorum at the meeting in relation to any resolution on which he is debarred from voting.
- c Subject to the provisions of the Act and always to the provisions of Article 80 a Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning:
- (i) the giving of any security, guarantee or indemnity in respect of a debt or obligation of the Association or any subsidiary for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security; or
- (ii) any arrangement for the benefit of Directors or employees of the Association or Directors or employees of any subsidiary which does not award him any privilege or benefit not generally awarded to the other persons to whom such arrangement relates.
- d If any question shall arise at any time as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting (or if the Director concerned is the Chairman to the other Directors at the meeting) and his or their ruling (as the case may be) shall be final and conclusive except in a case where the nature or extent of the interests of such Director has not been fairly disclosed.

## **DIRECTORS' GRATUITIES AND PENSIONS**

86. The Directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Association or with any body corporate which is or has been a subsidiary of the Association or a predecessor in business of the Association or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

## **PROCEEDINGS OF DIRECTORS**

87. The President, Chairman and Deputy Chairman shall be members of all Standing Committees ex-officio and are entitled to receive notice of all meetings of Standing Committees and shall be entitled to attend, speak and vote at such meetings.
88. The Directors shall appoint such persons whether or not a Council Member as they think fit to be the County Secretary for such term and upon such conditions as they may decide.
89. The Directors shall provide copies of Board Meetings' minutes and report to the Council any other of their activities at each Council meeting.
90. The Board may, at its discretion, award honoraria to such persons as it thinks fit.
91. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Company Secretary, at the request of a Director, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In this case of an equality of votes, the Chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
92. Any Director may participate in a meeting of the Board, or of a committee of Directors, by way of video conferencing or conference telephone or similar equipment which allows every person participating to hear and speak to one another throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in the quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the Chairman of the meeting is.
93. A meeting of the Directors at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Association generally. The quorum for the transaction of the business of the Directors shall be five.
95. The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as

the quorum, the continuing Directors or Director may act only for the purpose of calling Council Meetings, filling vacancies or of calling a general meeting.

96 The Chairman shall be the Chairman of the Board of Directors. Unless he is unwilling to do so, the Chairman shall preside at every meeting of Directors at which he is present. But if there is no person holding that office, or if the Chairman is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Deputy Chairman shall preside. If there is no Deputy Chairman or if he is unwilling to preside, or if he is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of the number to be Chairman of the meeting.

97. All acts carried out by a meeting of Directors, or of a Committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

98 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a Committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a Committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors.

99. Save as otherwise provided by the Articles, a Director shall not vote at a meeting of Directors or of a Committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Association .

100 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

101 The Association may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of a Directors or of a Committee of Directors.

102 Where proposals are under consideration concerning the appointment of two or more Directors to offices or employments with the Association or any body corporate in which the Association is interested the proposals may be divided and considered in relation to each Director separately and (provided he is not for another reason precluded from voting) each of the Directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

103 If a question arises at a meeting of Directors or of a Committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

## **SECRETARY**

104 Subject to the provisions of the Act, the County Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit; and any County Secretary so appointed may be removed by them. For the avoidance of doubt where a Chief Executive may be appointed, he or any Company Secretary appointed may be appointed as the County Secretary.

## **MINUTES**

105 The Directors shall cause minutes to be made in books kept for the purpose:

- a. of all appointments made by the Directors; and
- b. of all proceedings at meetings of the Association, which shall include without limitation proceedings of the Council and of the Directors, and of Committees of Directors, including the names of the Directors present at each such meeting. Any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

## **THE SEAL**

106. The seal shall only be used by the authority of the Directors or of a Committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or by a second Director.

## **ACCOUNTS**

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

## **NOTICES**

108. Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.

109. The Association may give notice to a member either personally or by sending it by post in a prepaid envelope or electronic communication addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Association an address within the United Kingdom at which notices may be given to him shall be entitled to have notices

given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Association.

110. A member present at any meeting of the Association shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

111. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

## **DISSOLUTION**

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

## **RULES**

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

## **INDEMNITY**

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

## **ALTERATIONS TO THE MEMORANDUM AND ARTICLES**

114 Any proposal to alter the Memorandum or Articles not being such as by statute requires a special resolution or to wind-up the Association shall require the approval of the Association in general meeting and the same may be passed or approved by a resolution of the Association passed by a majority of not less than three quarters of the members of the Association for the time being entitled to vote who may be present in person in accordance with the Act and (in the case of a winding-up) in accordance with the provisions of the Insolvency Act 1986 (as amended from time to time)

115 The Football Association shall, if invited by the Directors to the meeting, have, all the rights of a member of the company in relation to receiving notice of, and attending and speaking at general meetings and to receiving minutes of general meetings but shall have no right to vote at general meetings



## RULES AND STANDING ORDERS

116 The Directors have the power from time to time to make, repeal and amend Regulations for the better administration of the Association.

117 The Council has the power to make, repeal and amend regulations for the sanction and control of leagues and competitions, regulations for disciplinary proceedings of players and members, and regulations relating to referees.

118 Any such rules made pursuant to Articles 110, 112 and 114 must be consistent with and subject to the Rules of The Football Association.

## OBJECTS

119. The objects for which the Association is established are:

- a to promote, foster, develop and support the game of Association Football ("the game") in every way, without discrimination, and to take all steps as shall be thought necessary or advisable for preventing infringements of the Laws of the Game as they apply from time to time, or any improper methods or practices in the game, and for protecting the game from abuses;
- b to make, adopt, vary and publish rules, regulations, bye-laws and conditions for the regulation of the game or otherwise within the county boundaries of Somerset (as defined on 31 March 1974) or such other area as shall be determined from time to time by The Football Association Limited ("the County"), and to take all such steps as shall be thought necessary or advisable for enforcing such rules, regulations, bye-laws and conditions;
- c to promote, foster, develop and support the principle of fair play in the game by encouraging everyone involved in the game to show respect to each other and to behave in a sporting manner both on and off the field of play;
- d to promote, foster, develop and support organisations designed in any way to promote, foster, develop and support the game, including playing the game, the training and regulation of players, coaches and referees, the promotion of sportsmanship, ***safeguarding of children and vulnerable adults***, the promotion of security in relation to spectating and the advancement of science and medicine as they apply to the game, and in any way in relation to all other aspects of the game, including by subscribing for shares, loan stock, warrants and other instruments in such organisations, or becoming involved as a member or affiliate of such organisations, or facilitating the drafting and adoption of the constitution or Memorandum and Articles of Association of such organisations or by making payments by way of grant or otherwise to such organisations;
- e to maintain, continue and provide for the affiliation and registration of competitions, clubs and other organisations for promoting or playing the game;
- f to maintain, continue and provide for the affiliation and registration of players, referees, coaches and others involved in the game;
- g to promote, provide for, regulate and manage competitions and matches, in the County or elsewhere, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to such promotion, provision, regulation or management, including for the comfort, conduct, conveyance, convenience or benefit of players and of the public, and of any other persons concerned or engaged in such

- competitions or matches;
- h to provide for the proper custody, insurance, protection, exhibition, awarding, distribution or loan of or other dealing with all or any of the cups, shields and other prizes of or relating to Somerset Football Association;
- i to provide for representation at general meetings and on the Council of The Football Association Limited of persons involved in the game within the County by such means and in such manner as shall be determined from time to time under the rules, regulations or bye-laws, conditions or articles of the Association;
- j to provide for, make and vary all such rules, regulations and bye-laws as they relate to persons involved in the game in the County from time to time;
- k to provide by rules, regulations, conditions, bye-laws, or otherwise, for deciding and settling all differences that may arise between associations, clubs, competitions, players or any persons who are members of or who are employed or engaged by any such association, competition or club, or any other person in reference to due compliance with the Laws of the Game (as from time to time prescribed by The Football Association Limited) or the rules, regulations, conditions or bye-laws of the Association or of The Football Association Limited, or in reference to contracts, or to any other matter of dispute or difference arising between such, or persons, or any of them, and whether the Association is concerned in such dispute or difference or not, and to make such provisions for enforcing any award or decision as shall be thought proper;
- l to co-operate with or assist any association or club or competition or other person involved in the game in any way which the Association shall think proper, and to enter into or adopt any agreement or arrangements with such;
- m to co-operate with The Football Association Limited in all matters relating to the game, including compliance with the Rules of The Football Association Limited and the rules and regulations of any body to which The Football Association Limited is affiliated; and
- n to adopt and carry out all such rules and regulations, conditions, bye-laws, agreements and arrangements of The Football Association Limited, as are now in existence and from time to time, and to comply with or to enforce the due compliance with the same unless and until the same shall have been duly varied in accordance with the terms thereof.

120. The objects stated in each part of Article 119 shall not be restrictively construed but shall be given the widest interpretation. In Article 119, the word "association" shall, except where used to refer to the Association, mean any partnership or other body or person, whether corporate or unincorporated, and whether domiciled in the United Kingdom or elsewhere. Except where the context expressly so requires, none of the objects stated in Article 119, shall be limited by, or be deemed subsidiary or auxiliary to, any other object stated in Article 119.

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

121. The liability of the members is limited.

122. The income and property of the Association shall be applied solely towards the promotion of its objects as set forth in these Articles and no portion thereof shall be paid or transferred directly or indirectly by way of distribution, bonus or otherwise by way of profit to the members of the Association save that the provisions of Article 111 shall apply on the winding-up or dissolution of the Association. Provided that nothing herein shall

prevent any payment in good faith by the Association:

- a of reasonable and proper remuneration to any Director, member, officer, servant or consultant of the Association for any services rendered to the Association and of reasonable and proper travelling, conference and study expenses necessarily incurred in carrying out the duties of any such director, member, officer, servant or consultant of the Association;
- b to any Director who is a Solicitor, Accountant or other person engaged in a profession of all reasonable professional and other charges for work done by him or his firm when instructed by the other Directors to act in that capacity on behalf of the Association;
- c of interest on money lent by a member of the Association or its Directors at a commercial rate of interest;
- d to any Director of reasonable and proper out-of-pocket expenses or other costs as permitted further to Article 81;
- e of reasonable and proper rent for premises demised or let by any member of the Association or by any Director;
- f of any premium in respect of the purchase and maintenance of indemnity insurance in respect of liability for any act or default of the Directors (or any of them) in relation to the Association.

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

## GOALPOST SAFETY GUIDELINES

### Updated June 2018

The Football Association, along with the Department for Culture, Media and Sport, the Health and Safety Executive and the British Standards Institution, would like to draw your attention to the following guidelines for the safe use of goalposts.

Several serious injuries and fatalities have occurred in recent years as a result of unsafe or incorrect use of goalposts. Safety is always of paramount importance and everyone in football must play their part to prevent similar incidents occurring in the future:

To minimise the risk of poorly designed, badly installed or inadequately maintained goals being used the BSI have a standard for football goals, nets, maintenance and management which has been agreed across Europe. Only goals and nets that are certified as complying with the relevant British Standard should be purchased or used for all forms of football.

Traditionally larger sized/weighted goals have been designed to withstand the types of misuse that can occur on unsupervised sites (people swinging on the cross bar, etc.); making the goals strong enough to withstand abuse does result in them being quite heavy and concerns have been expressed that there is the possibility of a greater risk of injury occurring through a heavy goal tipping or when a free-standing type, as often used on 3G pitches, is being moved around a field. Lighter goals have been developed for these pitches and a new standard established. BS EN 16579

When selecting goals and other sports equipment, consideration must be given to the precise uses of the pitch, so that changes in activity can take place with the minimum of effort and inconvenience. Goals can be freestanding, and therefore easily moved, although it is important to make proper provision for their storage when not in use (the run-offs of the pitch must not be used for this purpose) or they can be socketed when semi-permanent installation is required.

1. For safety reasons goalposts of any size (including those which are portable and not installed permanently at a pitch or practice field) must always be anchored securely to the ground or have a weighted back bar.

- Portable goalposts must be secured as per the manufacturer's instructions; this is also a requirement for the Laws of the Game.
- Under no circumstances should children or adults be allowed to climb on, swing or play with the structure of the goalposts;
- Particular attention is drawn to the fact that if not properly assembled and secured, portable goalposts may overturn; and
- Regular inspections of goalposts must be carried out to check that they are properly maintained.

2. Portable goalposts should not be left in place after use. They should either be dismantled or removed to a place of secure storage, or placed together and suitable fixings applied to prevent unauthorised use at any time.

3. Goalposts which are “homemade” or which have been altered from their original size or construction should not be used under any circumstances as they potentially pose a serious safety risk.

4. There is no BS/CEN standard for wooden goals and it is unlikely that wooden goals will pass a load or stability test. The FA recommends that wooden goals should be replaced with British Standard compliant metal, aluminium or plastic goalposts. All wooden goals previously tested by independent consultants have failed strength and stability tests. The FA and BSI, recognise the previous industry standards for goalposts – BSEN 748 (2013) BS8461:2005 +A1: 2009 and BS 8462: 2005 +A2: 2012 along with the new BS EN standard 16579. It is strongly recommended that you ensure that all goals purchased comply with the relevant standard. A Code of Practice BS 8461 is also available and copies of all of these standards are available from the BSI. Funding for the replacement of unsafe goals is available via the Football Foundation and eligibility criteria and further details can be obtained from their website.

**REMEMBER TO USE GOALPOSTS SAFELY AT ALL TIMES**

## GOALPOST AND PITCH SIZES

The FA receives many enquiries around pitch and goal sizes suitable for all age groups and therefore recommends the following should be applied where possible:-

Age grouping	Type	Recommended size of Goal Posts		Maximum Recommendation without runoff		Recommended size including runoff (Safety area around pitch)	
		(Height x width) ft		(Length x width) yds		(Length x width) yds	
Mini-Soccer U7/U8	5 v 5	6	12	40	30	46	36
Mini Soccer U9/U10	7 v 7	6	12	60	40	66	46
Youth U11/U12	9 v 9	7	16	80	50	86	56
Youth U13/U14	11 v 11	7*	21*	90	55	96	61
Youth U15/U16	11 v 11	8	24	100	60	106	66
Youth U17/U18	11 v 11	8	24	110	70	116	76
Over 18 Senior Ages	11 v 11	8	24	110	70	116	76

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

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

- the size of the field of play
- the size, weight and material of the ball
- the width between the goalposts and the height of the crossbar from the ground
- the duration of the periods of play
- substitutions

\* If a pitch is to be provided for U13/14 it is recommended that 7 x 21 goalposts are provided. However, it should be noted that 8 x 24 would also be acceptable as not all sites will be able to provide specifically for this age group

## **LINE MARKING**

### **Multi-line Marking on Single Pitches**

FIFA rules stipulate (Law 1 The field of play) that where 3G Football Turf pitches are being used 11v11 adult pitch should be marked in white. Other lines are permitted provided that they are of a different colour and clearly distinguishable. The lines must be of the same width which must not be more than (12cm) 5 inches. The FA have produced guidance documents for natural and football turf pitches that include recommended colours and how pitch dimensions and layouts can be implemented. These documents are available on The FA website.

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

Red	Mini Soccer U7 & U8 (5v5)
Yellow	Mini Soccer U9 & U10 (7v7)
Blue	U11 & U12 (9v9)
White	Other age groups & adult (11v11)

## **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, Women's Super League and FA competitions may be played on 3G Football Turf Pitches that conform to the FIFA 1 star/Quality performance standard, or the equivalent International Artificial Turf Standard (IATS)/International match standard (IMS). (see specific notes in the league rules relating to steps 1 and 2 and the FA Cup competition rules relating to first round 'proper' fixtures involving professional clubs)

To qualify for use, the pitch must be certified annually as meeting the FIFA 1 Star/Quality or IATS/IMS Standard and listed on the FA's Register of 3G Football Turf pitches. The relevant certificate or report must be supplied to The FA and relevant competition for approval before play is allowed.

3G Football Turf pitches are also allowed to be used for matches for Step 7 and below (including youth competitions) subject to the pitch meeting the correct performance criteria (relaxed from the FIFA 1 star /Quality standard) and appearing on the FA 3G register. A pitch must be tested (by an accredited test institute) every three years and the certificate or report passed to the FA. The FA will give a decision on the suitability for use and add the pitch to the Register.

Clubs should make their own risk assessment of whether such an installation is plausible or not given their individual circumstances and depending on the volume of use. There is a risk that pitches may deteriorate over time and may not achieve the required standards at each period of retesting especially if the pitch has significant use and is not maintained appropriately.



It is suggested that clubs negotiate suitable longevity warranties from the pitch manufacturers to ensure that the pitch will last in line with the club's business plan and intended usage levels. A sinking fund should be established to ensure sufficient funds are available when the surface needs replacing.

Clubs are encouraged to understand the full maintenance required, which may be necessary to validate any warranty. The FA have found that most pitches that fail the performance test have insufficient maintenance. These pitches are not maintenance free and it is recommended that 1 hours maintenance is provided for every 10 hours use. This should increase for high activity use such as youth competitions or school use.

The FA together with representatives from the industry have prepared information regarding the design, installation, construction, maintenance and testing of Football Turf Pitches and The FA Facilities team can also offer advice to clubs considering installation. This information can be accessed within the facilities section of The FA's website

[www.TheFA.com](http://www.TheFA.com)

## **GUIDANCE NOTES ON LINE MARKING OF FOOTBALL PITCHES**

Various practices have been used in the past for the application of white, or other coloured, lines to football pitches. The objectives of such practices has been to both reduce labour and materials costs whilst endeavouring to keep the lines visible for a greater length of time. Some of these practices have lead to injury and subsequent court action being taken against managers and clubs. You are therefore advised to study the following notes carefully.

### **A. LEGISLATION**

The main governing factors for marking out white lines are the same as that for other routine tasks in the workplace.

#### **1. Duty of Care**

Under the Health & Safety at Work Act 1974 every employer has a duty of care to ensure the workplace is safe for their employees, contractors, visitors, players, and spectators.

#### **2. The Control of Substances Hazardous to Health Regulations 2002 (COSHH)**

Regulations to prevent ill health from exposure to any hazardous substances present in the workplace.

#### **3. Risk Assessment**

You are required to carry out assessments on all tasks carried out in the workplace in relation to the nature of hazard, worst outcome, person(s) at risk, current precautions, estimated risk and further precautions. If a risk assessment is correctly carried out this will ensure an appropriate line marking material is applied, ensuring best practice and, above all, safety of the groundsperson and players. It is the duty of all Managers to ensure that all the regulations are adhered to as they are ultimately responsible in the eyes of the law. If line marking is carried out by contractors then a specification should be drawn up to include all the safeguards outlined in these guidance notes. This might also extend to include specifying a particular product however, the contractor should also provide a written risk assessment on the day of the line marking activity.

### **B. SUITABLE LINE MARKING COMPOUNDS**

#### **1. Permanent paints**

Based on pigmented viscous liquid. These “paints” can be applied either in a diluted form or neat.

#### **2. Powders**

There are various non-toxic whiting powders available which are based on ground natural calcium carbonate and can be used wet or dry. They are safe to use provided COSHH regulations are adhered to. Under COSHH the user would eliminate the risk as much as possible, although in practice this might require the user to wear gloves and eye protection and to wash off any contact with the skin as a precautionary measure. Most powders are supplied in a fine form.

**Only materials approved for use as a line marking material on a grass surfaces can be used on football pitches. An example of an illegal material is hydrated Lime (Calcium**

hydroxide). This should never be used for line marking. It is toxic and can give rise to chemical skin burns and irritations. It can cause serious damage to the eyes and skin on contact in both its dry or wet form. Its use is not approved or recommended under any circumstances. **Guidance Notes on Line Marking Handbook of Football Pitches 163**

### **C. USE OF HERBICIDES TO REINFORCE LINE MARKINGS**

Until **The Food and Environment Protection Act, 1985 (FEPA)** was introduced many groundsmen and club members used various herbicides mixed in with whitening compounds to keep the lines in longer and more visible during the winter playing season.

It is, however, only permissible to use a herbicide which is approved for use on sports turf, and this is likely to be a total herbicide. COSHH and a suitable Risk Assessment must be carried out prior to any application. A further legal consideration is that the user must have successfully obtained his/her Certificate of Competence in the Safe Use of Pesticides (PA1, PA2A or PA6A).

Any herbicide product for line marking must be used within the conditions of approval granted under The Control of Pesticide Regulations, 1986 (COPR), and subsequent amendments, and as outlined on the product label. There should be no risk to players by contact or transfer of the active herbicide to any part of the body. A Risk Assessment must always be carried out prior to any use of these materials to a grass surface.

The addition of herbicides to whitening materials is not a recommended practice however, there may be approved products available which might be considered in some circumstances.

Play safe – use only safe and approved materials. Do not use old materials as they may no longer be approved for use.

### **D. MACHINES AVAILABLE TO MARK LINES**

Marking machines fall into the following categories.

- 1. Dry Line Markers**  
As the name implies, these are for applying dry powder compounds.
- 2. Pressure Pump Markers**  
A wheel driven pump forces marking fluid through a jet or spout directly onto the turf surface.
- 3. Electric Pump Markers**  
These are battery driven to constantly maintain the required pressure and direct the liquid onto the turf surface.
- 4. Belt Feed Markers**  
These have a moving belt system which conveys a continual supply of liquid onto the turf surface by contact
- 5. Wheel Transfer Markers**

These convey the liquid via rotating wheel onto a tray and then via a sponge wheel directly onto the turf surface. All of the above markers are obtainable from most sports ground suppliers. Before purchasing any marker have a demonstration first, and ensure you get the right marker for your requirements.

#### **E. USEFUL CONTACTS & INFORMATION**

The Control of Substances Hazardous to Health Regulations 2002

<http://www.legislation.gov.uk/uksi/2002/2677/contents/made>

Health and Safety at Work etc. Act 1974

<http://www.legislation.gov.uk/ukpga/1974/37/contents>

Food and Environment Protection Act 1985

<http://www.legislation.gov.uk/ukpga/1985/48>

The Control of Pesticides (Amendment) Regulations 1997

<http://www.legislation.gov.uk/uksi/1997/188/contents/made>

Guidance for those affected by the Plant Protection Products (Sustainable Use) Regulations 2012:

[http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticides/codesof-practice/Guidance\\_Sustainable\\_Use\\_PPP\\_Regs\\_2012.htm](http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticides/codesof-practice/Guidance_Sustainable_Use_PPP_Regs_2012.htm)

Code of Practice for Using Plant Protection Products available from

<http://www.pesticides.gov.uk/guidance/industries/pesticides/topics/using-pesticides/codesof-practice/code-of-practice-for-using-plant-protection-products>

Institute of Groundsmanship (Training Courses)

Tel: 01908 312511 [www.iog.org](http://www.iog.org)

Health & Safety Executive website

<http://www.hse.gov.uk/>

The Amenity Forum website

<http://www.amenityforum.co.uk>

Suppliers of products

<http://www.iog.org/directory-and-shop/industry-directory/companies>

#### **F. IMPORTANT NOTE**

These notes are, intended solely to provide helpful guidance for club managers and groundsmen.

The information may vary or change from time to time, as a result of directives issued by governing bodies or government departments.

#### **LINE MARKING**

Multi-line Marking on Single Pitches

FIFA rules stipulate (Law 1 The field of play) that where 3G Football Turf pitches are being used 11v11 adult pitch should be marked in white. Other lines are permitted provided that they are of a different colour and clearly distinguishable. The lines must be of the same width which must not be more than (12cm) 5 inches. The FA have produced guidance documents for natural and football turf pitches that include recommended colours and how

pitch dimensions and layouts can be implemented. These documents are available on The FA website.

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

Red	Mini Soccer U7 & U8 (5v5)
Yellow	Mini Soccer U9 & U10 (7v7)
Blue	U11 & U12 (9v9)
White	Other age groups & adult (11v11)

## KIT AND ADVERTISING REGULATIONS

### Introduction

These Regulations are made pursuant to FA Rule J2 and The Association's Regulation's for the Registration and Control of Referees. Clubs are also referred to the Laws of the Game. All references to a club or clubs in these Regulations include any team, whether or not part of a club.

Clubs participating in International competitions must also comply with all relevant regulations of FIFA, UEFA and other Confederations.

It is recommended that clubs and football boot and clothing manufacturers seeking clarification of any of the regulations do so by referring to the specific competition rules and The Association.

We would encourage clubs and football boot and clothing manufacturers to seek feedback at the earliest possible time, in relation to designs and advertising from The Association and their specific competition. Clubs and manufacturers are reminded to obtain the necessary permissions before manufacture.

### Definitions and Interpretation

**"Advertising"** means any designation, message, logo, trademark, name or emblem of any nature.

**"Clothing"** means the Match clothing of a Player, Club Official or Match Official and shall include without limitation shirts, shorts, socks, undershorts, t-shirts (or any other item of clothing worn under the shirt), sweat-bands, headbands, hairbands, caps, captain's armband, tracksuits, "walk on" jackets (i.e. that worn by Players for the pre-match player line up), gloves, waterproofs, sweat tops, sock tie-ups. Also, any outer garments worn by substitutes and Club Officials in the Technical Area at any time. Save where stated to the contrary, Football Boots are not considered as Clothing.

**"Clothing manufacturer"** means any undertaking that carries out the business of the manufacture or licensing of football clothing and has been appointed by the Club concerned to supply the clothing.

**"Club Officials"** in these Regulations includes any Club Official as defined in the Rules who has team duties such as managers, coaches, physiotherapists, and doctors and includes any person who takes up a position in the Technical Area at any time during a Match.

**"Football Boots"** means any footwear worn during the period of a Match by a Player or Match Official.

**"Other Equipment"** means medical bags, kit bags, blankets, towels, bottles and any medical equipment worn by a Player (including head protection, face masks, casts, kneepads or knee braces, elbow pads) that may be used on the field of play and / or in the Technical Area.

**"Technical Area"** shall have the meaning given to it in the Laws of the Game.

[Note: In calculating the area of any Advertising referred to in these Regulations, the usual mathematical formula will be used, and any outlines or box surrounds of the relevant designation, message, name, logo, emblem or mark, and all included space, shall be considered as part of the area of Advertising. If any further guidance is needed please contact The Association – [sanctioning@thefa.com](mailto:sanctioning@thefa.com) ]

## **A. GENERAL**

1. Advertising on Clothing and Football Boots is only permitted during the period of a Match in accordance with these Regulations and the Laws of the Game. This applies to Players, including substitutes, any others in the Technical Area, including Club Officials and to Match Officials. The rules of an Affiliated Association or Competition may provide that for matches under their jurisdiction a Club is obliged to obtain permission for any of the Advertising listed in Section C below, subject always to these Regulations. Clubs must seek the permission of the Competition organiser in order to wear any items of Clothing during any pre-match warm-up, ceremony or player line up that bear any slogan or message not otherwise covered by these Regulations (for example but not limited to a message of support regarding an ill team-mate).
2. Where the rules of an Affiliated Association or Competition require a Club to obtain permission under A(1), a new application for permission must be made to the appropriate body each time it is proposed to amend the Advertising. Subject to the provisions of Section B2 and Section C(5) below, or any relevant provisions of the appropriate Competition, there is no restriction on the number of such applications that may be made during the course of each season.
3. Disciplinary action in accordance with the Rules may be taken against a Club, Player, Club Official or Match Official for any breach of these Regulations.
4. The appearance on, or incorporation in, any item of Clothing, Football Boots or Other Equipment of any distasteful, threatening, abusive, indecent, insulting, discriminatory or otherwise ethically or morally offensive message, or any political or religious message, is prohibited. The Advertising of tobacco products is prohibited.
5. A Club shall observe all recognised Advertising standards and in particular those of the Advertising Standards Authority.
6. Advertising entailing the use of numerals is permitted only if such numerals clearly form part of the Advertising and cannot in any way be confused with Players' shirt numbers.
7. No colour or design may be used in Advertising that might create problems of identification for Match Officials and/or opponents. The colour and design of the Clothing of opponents, goalkeepers and match officials must be taken into account.
8. Without limiting the effect of the above, in the case of Match Officials under the age of 18 years, or a team comprising players all under the age of 18 years on 31 August in the current season, the appearance on or incorporation in any item of Clothing, Football Boots or Other Equipment of any reference whatsoever to a product, service or other activity which is considered by The Association as detrimental to the welfare, health or general interest of young persons, or is otherwise considered inappropriate, having regard to the age of the players or Match Officials, is prohibited. It is the view of The Association that examples of such products, services or related activities would include, but are not limited to, age restricted products, services and related activities such as alcohol and gambling. Generally, reference to a public house or restaurant may be permissible, unless the establishment primarily or exclusively exists for the supply and consumption of alcohol (which is likely to be reflected in its alcohol licensing conditions). Alcoholic drinks, breweries and products, services or activities related to gambling are unlikely to be permissible under any circumstances. Prior to entering into any contractual agreement with a product, activity or

service that may be considered to be detrimental or inappropriate to young persons, Clubs and Competitions should contact The Association or Affiliated Association from which it seeks sanction to seek approval.

9. Any issues arising in relation to the interpretation or effect of these Regulations shall be referred to The Association for its determination, which shall be final and binding (subject to provisions relating to Match Officials). Kit and Advertising Regulations Handbook 167

10. A Club, Match Official, Competition or Affiliated Association shall supply on demand to The Association any item of Clothing for consideration as to whether it complies with these Regulations.

## **B. PERMITTED ADVERTISING (NOT RELATING TO SPONSORS)**

The following Advertising is permitted:

### **1. Club emblem and name**

(i) On Football Boots The officially designated Club emblem (or part thereof), name, initials, nickname or a trademark registered by the Club, or a combination of such, may appear without restriction.

### **(ii) On all other Clothing**

The officially designated Club emblem (or part thereof), name, initials, nickname, foundation year or a trademark by the Club, or a combination of such, may appear:

- (a) once only on the front of the shirt, providing it does not exceed an area of 100 square centimetres (see Fig 1); and
- (b) once only anywhere on the shorts providing it does not exceed an area of 50 square centimetres (see Fig 2); and
- (c) once only on each sock providing it does not exceed an area of 50 square centimetres (see Fig 3). An additional officially designated Club emblem (or part thereof), name, initials, nickname or a trademark registered by the Club, or a combination of such, may appear on each sock providing it does not exceed an area of 50 square centimetres and, where it appears on a sock, is covered when a Football Boot is worn (see Fig 3).
- (d) once only on each sock tie-up providing it does not exceed an area of 100 square centimetres. The sock tie-up may show the Player's name, Player's squad number, Competition name, sponsor designation and date of match or any combination of the same. Clubs must receive the approval of the Competition for the use of sock tie-ups.
- (e) No more than two of the officially designated Club emblem (or part thereof), name, initials, nickname, foundation year, a trademark registered by the Club or web site address, may appear on the collar or collar zone of a shirt and/or tracksuit. Any single item may be used once only. Each item to have a surface area not exceeding 12 square centimetres, and any lettering in written / text identifications must not exceed 2 centimetres in height (see Fig 5). The collar zone is a 5 centimetre band starting at the base of a clearly defined collar.
- (f) The club may incorporate one of its types of club identification or parts thereof, in jacquard weave form, as tonal print or by embossing the shirt and/or shorts. There is no limitation as to the number, size and positioning of the type of club identification chosen. The design of such jacquard weave may also be the names of individuals (eg club supporter) providing each is limited to 20 square



centimetres, with unlimited repeats being acceptable. must receive the approval of the Competition to apply the names of individuals into a jacquard weave or similar technique. The jacquard weave thread must be included in a thread that must be the same colour as the fabric into which it is woven. Tonal prints or embossing must be included in a tonal variation of the background colour(s) of the item of the shirt and/or shorts into which they are incorporated. The jacquard weave, embossing or tonal print must not dominate, contain a colour that contrasts with, or otherwise affect the distinctiveness of the shirt or shorts into which it is incorporated.

- (g) once only on the front of any walk on jackets and outer garments of Clothing including that worn by substitutes and Club Officials in the Technical Area at any time with size and positioning consistent with B1(ii)(a) and (b) above, except that there are no restrictions as to the position and size of the Club name. In addition once only on the back with no restriction as to the position or size.
- (h) Once only without restriction of location on: (a) Goalkeeper's gloves and outfield player's gloves up to a maximum area of 20 square centimetres. (b) sweatbands, headbands, goalkeeper's caps (see Fig 4) and hairbands up to a maximum area of 50 square centimetres.

## 2. Clothing Manufacturer

- (i) On Football Boots The established mark, logo, name or model/style of Football Boots or their manufacturer, or a combination of the same, may appear without restriction.
- (ii) On all other Clothing The established mark, logo or name of a Clothing manufacturer, or a combination of the same, may appear once only:
  - (a) on the shirt and on the shorts provided it is an area no greater than 20 square centimetres (see Fig 7).
  - (b) on each of a goalkeeper's gloves, on a goalkeeper's cap, sweatbands, headbands and hairbands provided such does not exceed an area of 20 square centimetres (see Fig 6).
  - (c) on each of an outfield player's gloves provided such does not exceed an area of 20 square centimetres.
  - (d) on the front and back of any t-shirt or any other item of Clothing worn under the shirt provided such does not exceed an area of 20 square centimetres and this is not visible outside the playing shirts during the period of the Match.
  - (e) on undershorts worn under playing shorts provided such does not exceed an area of 20 square centimetres and this is not visible outside the playing shorts during the period of the Match.
  - (f) (i) The established mark, logo or name of a Clothing manufacturer, or a combination of the same, may also appear up to twice on each sock between the top edge and the ankle, provided that it is an area no greater than 20 square centimetres for such mark, logo or name (or Kit and Advertising Regulations Handbook 169 combination thereof) where it appears once on each sock or 10 square centimetres where it appears twice on each sock. It may be incorporated into the design of the socks, but must be limited to 10 square centimetres repeats and must be restricted to any turn-over on the socks (see Fig 8).

- (ii) An additional established mark, logo or name of a Clothing manufacturer, or a combination of the same, may appear once only on each sock providing it does not exceed an area of 50 square centimetres and it is not visible when wearing a Football Boot.
- (g) (i) An additional established mark, logo or name of the Clothing manufacturer may be used once or repeatedly on either/or both sleeves as part of the design on the trim or taping of shirts, shorts and socks. Such trim or taping shall be limited to down the outer seam of the shirt (armhole to the bottom of the shirt), or the length of the sleeve (neck to cuff), or across the bottom of each sleeve (cuffs) and to the bottom edge of the shorts or down the outer seam of the shorts and across the top edge of the socks (see Fig 9).  
(ii) The mark, logo or name of the Clothing manufacturer which appears once or repeatedly, as part of the design on the trim or taping of the shirts, shorts and socks shall be restricted to a maximum width of 10cm on the shirts and shorts and to a maximum width of 5cm on brand-new (unworn) socks (see Figs 8 and 9).
- (h) An established mark, logo or name or combination of the Clothing Manufacturer must appear on all Clothing of all Players and Club Officials wherever such Advertising appears consistent with the size and positioning set out at B.2(ii) above. Once submitted to and approved by a Competition, the established mark, logo or name or combination on players' and Club Officials' Clothing may not be modified during the course of that season, without the approval of the Competition.
- (i) In addition to the club identification, the manufacturer may incorporate one of its types of identification in jacquard weave form or by embossing in the shirt and/or shorts. The type of manufacturer identification chosen must not exceed 20 square centimetres. There is no limitation as to the number and positioning of the type of manufacturer identification chosen. The jacquard weave must be incorporated in the main colour and/ or one of the minor colours. It must neither dominate nor affect the distinctiveness of the kit.

### 3. Product marks and seals of quality

(i) On Football Boots The official licensing product mark or seal of quality is permitted on the outside of Football Boots without restriction.

(ii) On all other Clothing

An official licensing product mark or seal of quality is permitted on the outside of the Clothing only if Competition rules so allow. When placed on Kit and Advertising Regulations Handbook 170 a shirt, such mark or seal may not exceed 10 square centimetres in size and shall be placed on an area which is hidden when the shirt is tucked inside the shorts.

A second, smaller licensing mark or seal of quality is allowed on the shirt which must not exceed 5 square centimetres and must be placed along the torso outer seam. In addition to any licensing product mark(s) or seal(s) of quality which may appear on the shirt, such a mark or seal is permitted on the shorts. It may not exceed 5 square centimetres.

### 4. Numbers

- (i) On Football Boots A Player's shirt number may appear on his boots without restriction.
- (ii) On all other Clothing Where the Competition rules require a number on the back of the shirt, it should be clearly legible and positioned in the centre of the back of the shirt.

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

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

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

Subject to any Competition rules that may apply, the officially designated logo or name of the Competition (or combination of the same) or the officially designated Club emblem may appear once only on each of the player's shirt numbers providing the logo, name or combination does not exceed an area of 20 square centimetres. The officially designated logo or name of the Competition's designated charity or combination of the same may also appear once only on each of the player's shirt numbers providing the logo, name or combination does not exceed an area of 20 square centimetres. No other Advertising or any other marking is allowed on players' shirt numbers.

## 5. Players Names and Personalisation

- (i) On Football Boots

A Player's name, including any appropriate nickname or initials, may appear on that Player's boots without restriction. Other names, places, appropriate nicknames or numbers of personal significance to that Player (e.g. the name or birthday of a family member, or the number of playing appearances made) may also appear on that Player's boots without restriction.

- (ii) On all other Clothing

The name of a player may appear on the back of shirts or tracksuits only if Competition rules so permit. The height of the lettering must not be greater than 7.5 centimetres.

## 6. Other Logos

- (i) On Football Boots

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

- (ii) On goalkeeper gloves Kit and Advertising Regulations Handbook 171 A goalkeeper's name, including any appropriate nickname or initials, may appear on the goalkeeper's gloves providing such name etc does not exceed an area of 20 square centimetres.

- (iii) On all other Clothing

- (a) The officially designated logo or name of an Affiliated Association or Competition may appear as one single area on each sleeve of shirts, provided Affiliated Associations or Competition rules so permit. Such mark must appear between the shoulder seam and the elbow and must not exceed 100 square centimetres.

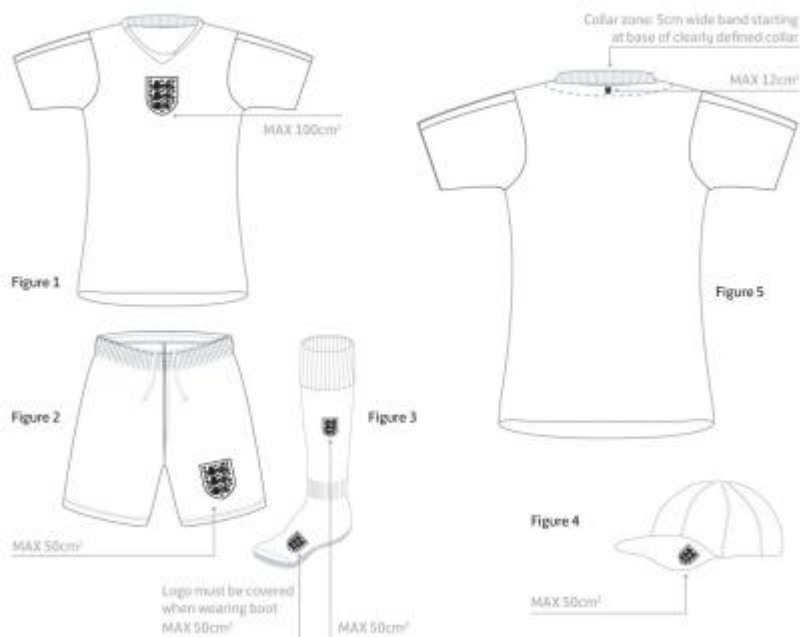
- (b) The officially designated logo, name of any awards or titles won in previous seasons or commemorative occasions (which may include any match details e.g. date, venue, opponents) or a unique number for each Player that represents their place in the

chronological list of Players that have played for that Club may appear as one single area on shirts, provided such does not exceed an area of 100 square centimetres and permission has been granted from the Competition in which the kit is to be worn.

- (c) A single image of the national flag of the country to which the Club is affiliated may appear as one single area on each sleeve of the playing shirt provided that the rules of the Affiliated Associations and the Competition so permit and that it does not exceed an area of 25 square centimetres.
- (d) The officially designated name, logo or emblem of a registered charity may appear as one single area on shirts, provided that such name, logo or emblem does not exceed an area of 100 square centimetres. Alternatively, such a charity name, logo or emblem may appear on shirts in the space reserved for the main club sponsor, either alone or in combination with a club sponsor logo, provided that a total area of 250 square centimetres is not exceeded. Before any such charity name, logo or emblem is used on shirts, permission must be granted from the Competition in which the shirts are to be worn. Such permission may only be granted for a maximum of three charities for use by any one club in any one season. Competition requirements may also apply and are always subject to these Regulations.
- (e) A Competition may request permission from The Association for the inclusion of a designated name, logo or emblem of an initiative to appear as a single area on shirts, provided that such name, logo or emblem does not exceed an area of 100 square centimetres. Alternatively, such a name, logo or emblem may appear on shirts in the space reserved for the main club sponsor, either alone or in combination with a club sponsor logo, provided that a total area of 250 square centimetres is not exceeded. Permission will be at the sole discretion of The Association. Kit and Advertising Regulations Handbook 172
- (f) The captain of each team may wear an armband in accordance with Affiliated Association or Competition Rules. If worn the captain's armband must not include any form of Advertising or sponsorship. With the prior agreement of the Affiliated Association or Competition the captain's armband may include the official club emblem, the Affiliated Association or Competition logo, or any initiative or emblem that promotes the game of football

## CLUB EMBLEM

Regulation B.1



## CLOTHING MANUFACTURER

Regulation B.2



## C. SPONSOR DESIGNATIONS

### 1. On Football Boots

Except as permitted by paragraphs B1 – 5 above, the appearance of any Advertising of any description, including sponsors' designations, on a Player's Football Boots is prohibited.

### 2. On all other Clothing

No sponsor Advertising is permitted anywhere on the Clothing of a Player on the field of play during a match except as provided for in this part C.

The following Advertising is permitted:

#### (i) Playing kit

(a) On the Clothing of a Player on the field of play, the following areas shall be permitted to be used for Advertising

- One single area not exceeding 250 square centimetres on the front of the shirt (see Fig 10);
- One single area not exceeding 100 square centimetres on the back of the shirt (see Fig 13);
- One single area not exceeding 100 square centimetres on each sleeve of the shirt, between the shoulder seam and the elbow (provided Affiliated Association or Competition Rules so permit) (see Fig 12);
- One single area not exceeding 100 square centimetres on the back of the shorts (see Fig 14); and
- Once only on each sock tie-up providing it does not exceed an area of 100 square centimetres (see Fig 11).

One or more company may be advertised and, in respect of any one company, one or more of its products. The same Advertising must appear in the same form on the Clothing of all Players and Club Officials, wherever such Advertising appears, throughout the entirety of the match.

(b) Any Advertising under C2(i) must be clearly separated from the items described in B above.

#### (ii) Walk on jackets and Tracksuits and other Clothing worn in the Technical Area

Advertising may appear on (a) walk on jackets; and (b) the tracksuits and other Clothing worn by Players and Club Officials in the Technical Area in accordance with the size and locations set out in C2(i) and can be either:

- the same sponsor(s) as worn on the playing kit (home or away strips)
- be additional to the sponsors as worn on the playing kit
- be different to the sponsors as worn on the playing kit
- a single sponsor that is an official partner of the relevant competition

3. Clubs may conclude sponsorship arrangements with different companies in respect of Advertising permitted under C2(i) above for both their 'home' and 'away' strips. Where Competition rules allow for a third strip to be worn, this may carry Advertising as worn on either the "home" or "away" shirt. The third strip may carry an alternative sponsor advertisement with the permission of the Competition. The Advertising must appear in the same form on the Clothing of all Players and Club Officials wherever such Advertising appears, throughout the entirety of the match.

4. Clubs with more than one team may conclude separate shirt Advertising agreements in respect of each of its teams.

### 5. Club playing name

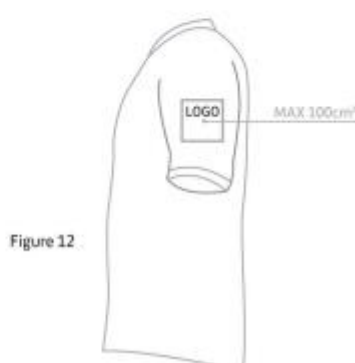
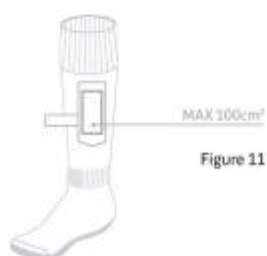
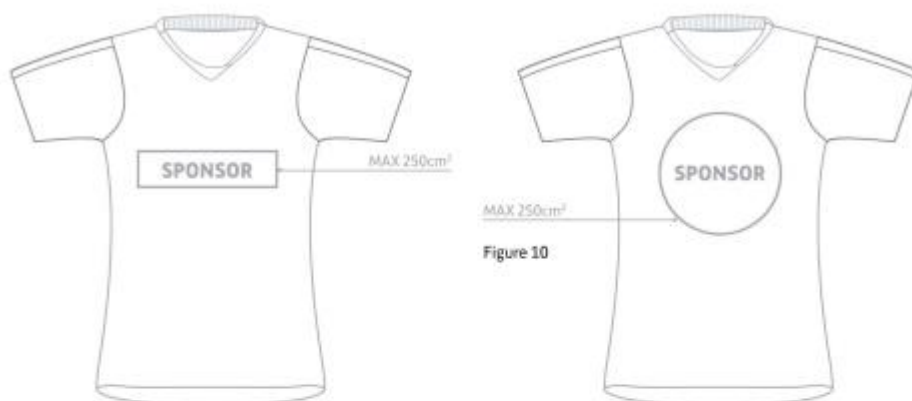
No Club in Membership of the Premier League, EFL, a League at Steps 1 to 6 of the National League System, The FA Women's Super League, The FA Women's Championship or The FA Women's National League, may include the name of a sponsor in its Club playing name unless in the sole opinion of The Association the Club's playing name arises from a historical association with that Club such as a works sports and social club. Any other Club may include the name of a sponsor in its playing name with the prior written consent of its Affiliated Association and where such consent is given, Advertising on behalf of one company only shall be carried on the Club's match shirts irrespective of the provisions of B(4) and C2(i) above.

#### 6. Competition Sponsorship

- (i) Subject to paragraph 6(ii) below, a Competition may enter into sponsorship agreements including but not limited to the name of a sponsor in its title.
- (ii) Where a Competition comprises teams of players all under the age of 18 years on 31 August in the current season, any reference whatsoever to a product, service or other activity which is considered by The Association as detrimental to the welfare, health or general interest of young persons, or is otherwise considered inappropriate, having regard to the age of the players, is prohibited. Examples of such products, services or related activities shall include, but are not limited to, age restricted products, services and related activities such as alcohol and gambling. Reference to a public house or restaurant may be permissible, unless the establishment primarily or exclusively exists for the supply and consumption of alcohol (which may be reflected in its alcohol licensing conditions). Alcoholic drinks, breweries and products, services or activities related to gambling are unlikely to be permissible under any circumstances. Prior to entering into any contractual agreement with a product, activity or service that may be considered to be detrimental or inappropriate to young persons, Competitions should seek approval from The Association or Affiliated Association from which it requests sanction

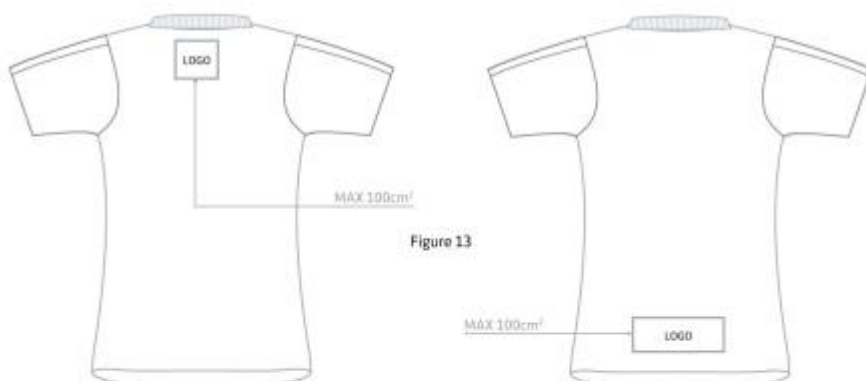
## SPONSOR DESIGNATIONS

Regulation C.2(i) front of the shirt and sock tie-up



## SPONSOR DESIGNATIONS

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



(Examples of where a single logo could be located)





## MEASUREMENT PROCEDURES

In order to help clubs maximise the space for their sponsors within the regulations, we have provided some practical examples of how The FA would measure sponsor advertising on football club shirts.

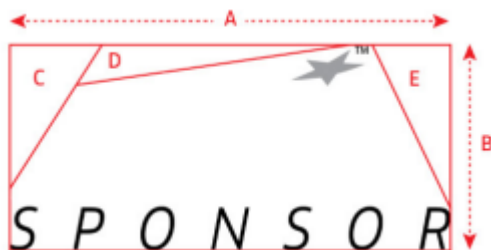
If you would like assistance or require clarification of measurement and sizing relevant to your club sponsor, please email [sanctioning@TheFA.com](mailto:sanctioning@TheFA.com)

(A multiplied by B)



(A multiplied by B less C + D)

Items on kit will be measured according to their smallest geometric form (square, rectangle, triangle, circle etc), and the dimensions calculated using the usual mathematical formula. To calculate the surface area, the widest part of the items will be measured from edge to edge. Exceptionally, items may be divided into several individual geometric forms for the purpose of calculating the surface area



MAXIMUM 250cm<sup>2</sup> (A multiplied by B less C + D + E)

## MEASUREMENT PROCEDURES OF NEUTRAL COLOURED PATCHES/SHIRT COLOURS

A. Sponsor advertising on a neutral coloured patch – i.e. white sponsor logo on a black patch on a predominantly white/green shirt. In this scenario the area measured would be the total area covered by the black patch on which the logo sits



B. Sponsor advertising on a patch which is based on one of the main colours of the shirt – i.e. white sponsor logo on a red and white striped shirt. In this scenario the area measured would only be that around the sponsor's logo even if this logo may stand out more prominently because of the white stripes in the shirt.



C. Measuring of a 'chest ring' – e.g. the white band around a club's shirt. If a club's traditional shirt contains a chest ring and that is one of the official colours of the playing kit, the area that is measured will only be around the sponsor's logo and not the whole of the chest ring.



#### **D. MATCH OFFICIALS**

No Advertising of any nature, save as set out below, is permitted on Match Officials' Clothing or Football Boots without the consent of The Association or Affiliated Association.

The following Advertising is permitted:

1. The mark, logo or name of a Clothing manufacturer or a combination of the same, may appear:
  - (a) once only on the shirt provided it is an area no greater than 20 square centimetres.
  - (b) once only on the shorts provided it is an area no greater than 12 square centimetres.
  - (c) incorporated into the design of the socks, but must be limited to an area no greater than 12 square centimetres.

#### **2. Jacquard Weave**

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

#### **3. Sponsor Advertising**

Sponsor Advertising is permitted only if in accordance with the following conditions:

- (a) The advertising shall consist of one single area not exceeding 150 square centimetres on one or both of the sleeves of the shirt, between the shoulder seam and the elbow.
- (b) Any sponsorship contract must be made between the sponsor and The Association, Professional Game Match Officials Limited, Competition or Affiliated Association. A Match Official is not permitted to enter into any personal Sponsor advertising contract.
- (c) Advertising for Match Officials shall not be permitted if it creates conflict of interest with the advertising worn by either of the two participating teams through a shared sponsor. In the event of such a conflict, match officials shall not wear advertising from the sponsor in question. Any related

advertising shall also be removed from the referee review area (RRA) and / or the video operation room (VOR) during the match.

(d) Revenues from Sponsor Advertising contracts should be invested in refereeing matters.

(e) All Match Officials are provided with shirts, apparel and/or detachable badges, logo etc. carrying Sponsor Advertising free of charge. (ii) Without limiting the effect of Regulation A above, Sponsor Advertising by Match Officials of any age, of tobacco-related products, gambling (including but not limited to casinos or betting companies), and alcohol is strictly prohibited.

#### 4. Badges

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

In addition to the recognised competition badge the match kit shirt may carry once only on either site of the breast pocket an officially designated badge of FIFA, The Association, the relevant Affiliated Association or the Referees' Association (where relevant).

Kit and Advertising Regulations Handbook 181

#### 5. Sock Tie-Up

Each sock tie-up may show the name and/or badge of appropriate Affiliated Association or the Referees' Association providing it does not exceed an area of 100 square centimetres. No Advertising is allowed.

#### 6. Charitable and other causes

The officially designated name or logo of a registered charity or any initiative that promotes the game of football may appear as one single area on shirts, provided that such name or logo does not exceed an area of 100 square centimetres. Alternatively, such a name or logo may appear on shirts in the space reserved for the Competition sponsor, either alone or in combination with a Competition sponsor logo, provided that a total area of 150 square centimetres is not exceeded.

Before any such name or logo is used on shirts, permission must be granted from the Competition in which the shirts are to be worn and The Association or Affiliated Association from which the Competition seeks sanction. All charitable or other causes promoted under this provision must be conducted in accordance with Law 4 of the Laws of the Game.

## **Customer Charter for the Somerset FA**

### **“Using the Power of Football to build a better future”**

#### Introduction

Somerset FA’s purpose is covered in its Mission Statement as outlined in our County Plan and repeated below:

***Somerset Football Association is responsible for interpreting and applying the 'Rules and Regulations' of its parent body 'The Football Association' to its Divisions, Leagues and Clubs. It will lead and ensure that the successful development of football covering increased participation, quality and enjoyment will be harnessed to The FA's National Game Strategy. Much of this will be achieved through our vision:***

***"We will continue to strive to develop, particularly at 'Grass Roots Level', participation in the National Game for all individuals regardless of ability, gender, age, sexual orientation and ethnic background.***

***We will promote the 'National Game Strategy' using key enablers to ensure all goals are met.***

***We will work closely with local partnerships and all stakeholders to give added value to the National Game.***

***We will endeavour where there is need to provide information and deliver events deemed beneficial to the National Game.***

***We will actively encourage all leagues, clubs, and match officials under our jurisdiction to participate for the further benefit of FA led initiatives.***

***We will work tirelessly towards our goal for “Football For All”***

From the above we have recognised that with the re-organisation of the Football Association and the financial resources likely to be at our disposal via the “National Game Board” now is the opportune time to develop and promote the game throughout the whole of Somerset. This is a chance we dare not miss.

The Chief Executive has responsibility for all traditional aspects of the game and, in particular the Rules and Regulations as detailed in the County Handbook.

The Chief Executive is supported by 10 full time and 2 part time staff all of whom have specific responsibilities. Further support is provided by a Board of 8 Directors some of whom oversee particular areas of County business. Somerset FA has over 1,800 affiliated teams and 600 referees. The County runs 13 cup competitions, 2 Representative teams, and provides a service to a football community of almost 1 million people within the county of Somerset as defined by the Football Association

The Football Development section, manages our football development programme for the football community in Somerset which includes a diverse education programme, covering all aspects of the game, i.e. adult 11 v 11, Charter Standard, Child Protection, Coach Education, Disability, Drugs in Sports, Ethnicity, Football Foundation, Girls and Women’s Football, Mini

Soccer, School Club Links, Small Sided Football, Social Inclusion and Volunteer Development. They have their own Staff Development Programme.

**The Key aim of the Customer Charter for Somerset FA is:**

- to provide a professional and approachable service to the many customers who contact us with queries, views and complaints.
- add value to customer contacts with Somerset FA by promoting the services we offer and communicating our vision as outlined in our County Handbook.
- use new ways of communicating with our customers through innovative use of our website - SomersetFA.com and greater use of e mail.
- work with all divisions within the Somerset FA to ensure that a high level of customer service is being offered and that our customer's views are being reflected back into the organisation.
- to improve awareness of the means of contacting Somerset FA, particularly through the publicising of our website address SomersetFA.com, our Newsletter and through our Partnerships.
- to increase overall public interest and awareness of the Sport of Football.
- to ensure we are a Customer Service based organisation with clear missions, values and objectives.

**Staff Conduct and Response times**

Somerset FA is committed to developing an open, responsive and accountable relationship with all those involved with the game at every level. This Charter sets out the standards, which customers are entitled to expect when dealing with their County FA. Our policies in relation to these Customer Issues are set out below.

**Staff Conduct**

Somerset FA staff will act in a courteous and responsive manner in all matters relating to Customer Issues. If an issue cannot be resolved by the staff member, they will take responsibility for ensuring that it is escalated to their Line Manager.

**Response Time**

Written correspondence, e mails and where necessary, oral communications, will be acknowledged within two working days of receipt, and if a full reply cannot be given within that period, due to further information being required, a comprehensive response will be made within 10 working days.

**Complaints Procedure**

Any comment or complaint about our procedures and practices in relation to customer issues, and whether we are meeting these, can be addressed to our Chief Executive, Jon Pike, who can be contacted at:

Somerset FA Charles Lewin House, Wirral Park Road, Glastonbury, Somerset. BA6 9FR

Email: [secretary@somersetfa.com](mailto:secretary@somersetfa.com)

Tel: 01458 832359

The Chief Executive has a complaints journal to enable us to track trends and provide data for use in making improvements. We aim to resolve all complaints within 7 working days

### **Complaints Policy**

The policy of Somerset FA is to deal with all customer complaints fairly. To achieve this we implemented the following complaints procedure within our business.

1. All complaints are recorded in writing in our complaints record book which will include details of when the complaint was received, the action required to resolve the complaint and the date when the action was completed. Intermediate discussions about the complaint will also be recorded.
2. Any complaint will be formally acknowledged in writing to the complainant that it is being dealt with in accordance with our complaints policy
3. We undertake to investigate any complaint properly and fairly
4. We will respond in writing to all complaints within seven days from the date of receipt.
5. Where we find that any work is required or action needed to resolve the complaint then the work or action will be undertaken in the shortest possible time.
6. Complainants will be advised to the final outcome of the complaint
7. Any complainant dissatisfied with the outcome should advise the Chief Executive of such who will refer the matter to an appropriate Directors who will respond within the same timescale as above.

All complaints should be addressed to:

Somerset FA Charles Lewin House, Wirral Park Road, Glastonbury, Somerset. BA6 9FR

Email [secretary@somersetfa.com](mailto:secretary@somersetfa.com)

Tel: 01458 832359

## COMPETITIONS DEFINED AS 'SENIOR' & 'JUNIOR' (By Somerset FA)

### Competitions defined as Senior

Any University Cup  
 Army Cup, Navy Cup, Air Force Cup  
 Bristol and District League (Senior)  
 Bristol and District Sunday (Premier and Senior)  
 Bristol and Suburban League (Premier One & Premier Two)  
 Bristol Premier Combination (Premier and Division One)  
 Devon and Exeter League (Premier and Division One)  
 Dorset Premier League  
 FA Challenge Cup  
 FA Challenge Trophy  
 FA Challenge Vase  
 Football Combination and Cup  
 Gloucestershire Challenge Trophy  
 Gloucestershire County League  
 Gloucestershire Senior Amateur Cup  
 National Police Competition  
 North Devon League  
 Somerset County League (All Divisions)

All Men's leagues at Step 7 of the Men's Pyramid or above

Somerset Premier Cup  
 Southern League and Cup  
 Western League and Cup  
 Wiltshire Senior League  
 Banbury District & Lord Jersey FA  
 Jersey Football Combination  
 Guernsey FA Leagues  
 Guernsey Football League  
 Isle Of Wight Saturday League  
 South West Women's Football League (Premier Division)

All Women's leagues at Step 5 and above of the Women's Pyramid

Women's FA Cup  
 Women's Premier League 1 (Formerly South West Women's Combination)  
 Women's Premier League North and South (or equivalent level in other National Assoc.)  
 Women's Super League (or equivalent level in other National Assoc.)  
 FA Women's Cup

### Competitions defined as Junior

All Junior Leagues affiliated to the Association  
 Bristol Churches League  
 Bristol and District League  
 Bristol and Suburban League Divisions, 2, 3, 4, 5 and 6  
 Bristol and Avon League  
 Commercial Sunday League  
 Bristol and Wessex Sunday League Divisions Senior, 1 & 2  
 Bristol Regional Sunday League Divisions 1, 2, 3, 4, 5 and 6  
 Bristol and District Sunday League Divisions 1, 2, 3 & 4  
 Bristol Downs League  
 Bristol Wednesday League  
 Devon & Exeter 1-4 (All divisions aside from Premier Division)  
 Dorset league Divisions 1-5  
 Women's Premier League Reserve Competition  
 South West Women's Football League All Divisions  
 Somerset Women's County League (And other Women's County League)  
 Trowbridge Saturday League

**NB: References to Senior & Junior refers to playing designation not an age group**

## **AFFILIATED COMPETITIONS**

### **ADULT LEAGUES**

Uhsport Somerset County Football League 1890

Secretary: Steve Densley

Phone: 07816833299

Email: [secretary.scfl@gmail.com](mailto:secretary.scfl@gmail.com)

Affiliated Cup Competitions: Somerset County League Premier/First Division KO Cup,  
Somerset County League Second Division KO Cup

### **Somerset County Women's League 2005**

Secretary: Grace Channing

Address: Tel: 07837 769038 (M)

E-mail: [Somersetcountywomensleague@outlook.com](mailto:Somersetcountywomensleague@outlook.com) [penmill-ladies@hotmail.co.uk](mailto:penmill-ladies@hotmail.co.uk)

Affiliated Cup Competitions: League Cup, Chairmans Cup

### **JUNIOR LEAGUES**

Bath and District League 1901

Secretary Veronica Gilbert

Address: 5 Sarabeth Drive, Tunley, Bath BA2 0EA

Tel 01761 753850

E-Mail [veronica.gilbert@hotmail.co.uk](mailto:veronica.gilbert@hotmail.co.uk)

Affiliated Cup Competitions: Sunday Challenge Cup

### **Bridgwater and District Sunday League 1966**

Secretary: Gary Best Address: Bullenshay Cottage Thurloxtton Taunton Somerset TA2 8RN

Tel/Fax: 07767 613513 E

E-mail: [bullenshay@btinternet.com](mailto:bullenshay@btinternet.com)

Affiliated Cup Competitions: Geoff Harvey KO Cup, Dave Hobbs KO Cup, Bill Brown KO Cup,  
John Morrell KO Cup Keyline

### **Somerset Sunday League**

Secretary: Lisa Roberts

Tel/Fax: 07514 077441

E-mail: [lisar1454@gmail.com](mailto:lisar1454@gmail.com)

Affiliated Cup Competitions: Keyline Cup, Gardner Cup, Jim Jowett Cup, Mike Whitehead  
Cup, Mike Stewart Cup, Tracey Broad Cup

### **Mid Somerset League 1950**

Secretary: Karen Clark Mobile Number -

Address 6 Jubilee Road, Radstock. BA3 3SP.

Tel: Mob 07866701027 01761 439421

Email: [msflsecretary@gmail.com](mailto:msflsecretary@gmail.com)



Affiliated Cup Competitions: Dimmock Green KO Cup 1950, Mid-Somerset Charity Cup 1950, Clark Challenge Cup 1958 (Div 1), Morland Challenge Cup 1959 (Div 2), Tony Baxter Memorial Shield 1958, Wilmott KO Cup 1974

### **Perry Street and District League 1903**

Secretary: Chris Ware

Address:

Tel/Fax: 07590 493617

E-mail: [psdlsecretary@outlook.com](mailto:psdlsecretary@outlook.com)

Affiliated Cup Competitions: Challenge Cup 1911, Arthur Gage Memorial Cup 1950, Coronation KO Cup 1952, First Division KO Cup 1954, Chard Hospital KO Cup 1964, Daisy Hutchings Cup, John Fowler KO Cup 1972, Bill Bailey KO Cup 1972, Ken Hodges Cup 1986, Tommy Tabberer KO Cup 1986, Jack Venn KO Cup 1994, Reg Eglon Cup

### **Somerset Legends League (Over 35) 2008**

Secretary: Aaron Clements

Address: Charles Lewin House, Wirral Park Road, Glastonbury, Somerset BA6 9FR

Tel/Fax: 01458 832359

E-mail: [aaron.clements@somersetfa.com](mailto:aaron.clements@somersetfa.com)

### **Taunton & District Saturday League**

Secretary: Gary Best

Address: Bullenshay Cottage Thurloxtton Taunton Somerset TA2 8RN

Tel/Fax: 07767 613513

E-mail: [bullenshay@btinternet.com](mailto:bullenshay@btinternet.com)

Affiliated Cup Competitions: Rowbarton Charity Cup League Knockout Cup Seward Cup Gardener Security Trophy West Somerset Rose Bowl

### **Weston Super Mare and District League 1903**

Secretary: R S Slocombe

Address: 64 Hambledon Road, St Georges Weston-super-Mare BS22 7GL

Tel/Fax: 01934 525974 07444 159406

E-mail: [r\\_slocombe@sky.com](mailto:r_slocombe@sky.com)

Affiliated Cup Competitions: Atwell Shield, Hospital Cup, Charity Cup, Keyes Cup & Vardon Cup

### **Yeovil and District League 1903**

Secretary: Carrie-Anne Morgan

Address: 56 Gloucester Road, Burnham on Sea, TA8 1JA

Tel/Fax: 07516 161815

E-mail: [ydfsecretary@yahoo.co.uk](mailto:ydfsecretary@yahoo.co.uk)

Affiliated Cup Competitions: Premier Division KO Cup, First Division KO Cup 1955, Second Division KO Cup 1959, Third Division KO Cup 1964, Charity Cup, Hospital KO Cup 1950, The Les King Cup 1962, The John Hayward Cup 1962

## **YOUTH LEAGUES**

### **Midsomer Norton & District Youth League (Under 7 - Under 16)**

Secretary: Neil Marklew

Address: 15 Courts Barton, Frome, Somerset. BA11 4QA

Tel 07711 192942

e-mail: [msnyfl.secretary@gmail.com](mailto:msnyfl.secretary@gmail.com)

Affiliated Cup Competitions: Under 11 Cup, Under 12 Cup, Under 13 Cup, Under 14 Cup, Under 15 Cup, Under 16 Cup Register of League and Cup Handbook Competitions 188

### **Somerset Girls League**

Secretary: Gary Best

Address: Bullenshay Cottage Thurloxtton Taunton Somerset TA2 8RN

Tel/Fax: 07767 613513

E-mail: [bullenshay@btinternet.com](mailto:bullenshay@btinternet.com)

### **Somerset Under 18 League**

Secretary: Gary Best

Address: Bullenshay Cottage Thurloxtton Taunton Somerset TA2 8RN

Tel/Fax: 07767 613513

E-mail: [bullenshay@btinternet.com](mailto:bullenshay@btinternet.com)

### **Taunton Youth League (Under 7 - Under 16)**

Secretary: Gary Best

Address: Bullenshay Cottage Thurloxtton Taunton Somerset TA2 8RN

Tel/Fax: 07767 613513

E-mail: [bullenshay@btinternet.com](mailto:bullenshay@btinternet.com)

Affiliated Cup Competitions: Under 11 Cup, Under 12 Cup, Under 13 Cup, Under 14 Cup, Under 15 Cup, Under 16 Cup

### **Western Counties Floodlight Youth League (Under 18)**

Secretary: Richard Sloane Address:

Address: 3 Maysfield Close, Portishead BS206RL

Tel: 07711 078589

Email: [richsloane@outlook.com](mailto:richsloane@outlook.com)

Affiliated Cup Competitions: Roger Stone Memorial Cup

### **Woodspring Junior League (Under 11 - Under 16)**

Secretary: David C Gooding

Address: 25 Coxway, Clevedon, Somerset BS21 5AQ

Tel: 07519 140850

Email: [pql2002@hotmail.com](mailto:pql2002@hotmail.com)

### **Yeovil and District Youth League (Under 13 - Under 16) 1903**

Secretary: Carrie-Anne Morgan  
Address: 56 Gloucester Road, Burnham on Sea, TA8 1JA  
Tel/Fax: 07516 161815  
E-mail: [ydfsecretary@yahoo.co.uk](mailto:ydfsecretary@yahoo.co.uk)

### **Yeovil Mini League (Under 7 - Under 12)**

Secretary Mr G. Baker  
Address Railway Cottage, Lusty, Bruton, Somerset. BA10 0BX.  
Tel/Fax: 01749 812278 07487 752489  
Email: [yeovilsecretary@hotmail.com](mailto:yeovilsecretary@hotmail.com)

Affiliated Cup Competitions: U12 Terry Hazzell, U12 High Holborne Shield, Under 12 St John's Plate, Under 12 Bill Bissett, Under 12 Richard Blackie, Under 10 Clive Gibbs, Under 10 Nigel Broome, Under 9 KO Cup

### **CHARITY COMPETITIONS**

Paulton and District Hospital Welfare Cup 1936

Secretary: Colin Wall  
Address: 24 Highfields, Radstock, Bath BA3 3UH  
Tel: 01761 434090

## NATIONAL LEAGUE SYSTEM REGULATIONS

### 1. DEFINITIONS

In the interpretation of these Regulations: any words and expressions, unless otherwise defined herein, shall be words and expressions as defined as follows:-

"The Association" means The Football Association Limited.

"Club" means a football club for the time being in a League in membership of the NLS or Feeder Leagues (as applicable)

"Committee" in these Regulations means the relevant Committee appointed by the Association.

"Competition" in these Regulations means a League in the NLS.

"Conditional Licence" means a Licence with conditions attached to be met by a Club within a period determined by the Competition in which the Club holding the Licence is allocated by the Committee. Such period is not to exceed 1 March in the Membership Year to which the Licence relates. Save in exceptional circumstances a Conditional Licence cannot be granted to a Club for successive Membership Years in respect of the same Criterion.

"Criteria" means the Criteria for participation in Play Off Matches and Inter-Step Play Off Matches as set out in regulation 9 of these Regulations.

"Feeder Leagues" means Regional NLS Feeder Leagues from where a Club can enter the NLS.

"Inter-Step Play Off Match(es)" means matches played between Clubs at Step 4 and Step 5 who finish in an Inter-Step Play Off Position.

"Inter-Step Play Off Position" means the position of a Club at the end of each Playing Season which is provided for in Regulation 5.2 and facilitated by Standardised Rule 12 as qualifying the Club to take part in an Inter-Step Play Off Match to qualify for promotion to Step 4 (in respect of the Club in Step 5 in the current Playing Season) or retain its position in Step 4 (in respect of the Club in the Step 4 in the current Playing Season) for the next Playing Season.

"League" means any competition sanctioned by The Association and/or an Affiliated Association in membership of the NLS or Feeder Leagues (as applicable).

"Licence" means an annual licence required to be held by a Club to be a member of a Competition that may be either an Unconditional Licence or Conditional Licence.

"NLS" means the National League System of competitions controlled by The Association where promotion and relegation links exist between participating Leagues.

"Playing Season" means the period between the date on which the first competitive fixture in the League is played each year until the date on which the last competitive fixture in the League is played. For Clubs participating in Play Off Matches this does include the period when Play Off Matches are played.

"Play Off Match(es)" means matches played between Clubs in a Play Off Position on a format to be determined by each League provided that the format is the same across each Step.

"Play Off Position" means the position of a Club at the end of each Playing Season which is provided for in Standardised Rule 12 as qualifying the Club to take part in a Play Off Match to qualify for promotion to the next Step for the next Playing Season.

“Regular Season” means the period between the date on which the first competitive fixture in the League is played each year and the date on which the last competitive fixture in the League is played, excluding Play Off Matches.

“Regulations” means these regulations.

“Rules” means The Association’s Standardised Rules or The Association’s Standard Code of Rules under which a League is administered.

“Step” means the level at which a Club participates in the NLS or Feeder League (as applicable).

“Unconditional Licence” means a Licence without any conditions attached.

- 1) Due to the impact of COVID-19, a number of regulations were temporarily amended or disapplied for the 2020/2021 season. It is intended that any temporarily amended or is applied regulations will be reinstated for the commencement of the 2021/2022 season, save where any further amendments have been approved by FA Council. A number of existing regulations have also been amended.

## 2. THE NLS SHALL BE OPERATED IN ACCORDANCE WITH THE REGULATIONS.

The aims and objectives of the NLS are to provide:

2.1 Clubs with a level of competitive football appropriate to their playing ability, stadium/ground facilities and geographical location.

2.2 A framework for discussion on matters of policy and common interest to Leagues and Clubs.

2.3 The seasonal movement of Clubs.

2.4 A co-ordinated approach between Leagues regarding the final date of the Playing season.

All Leagues are bound by the Regulations. A Club is bound by the Regulations from the date it has qualified for placement into the NLS until such time as it leaves the NLS for whatever reason.

## 3. NLS LEAGUE STRUCTURE

3.1 The current structure of the NLS is set out below:



The Leagues currently at Steps 5 and 6 are set out at the end of the Regulations.

Each Step shall have the following maximum number of Clubs: Step 1-24, Step 2-48, Step 3-88, Step 4- 160, Step 5 - 320, Step 6- 340. Clubs will be placed in the most geographically appropriate division.

3.2 Any league wishing to become part of the NLS must apply to the Committee by 31st December in the relevant year in such form and/or providing such information as shall be required by the Committee from time to time. The decision as to whether or not a league should be admitted to the NLS shall be made by the Committee which will then decide on the Step at which the League will compete.

3.3 Any League wishing to propose an adjustment to its position within the NLS must apply in writing to the Committee by 31st December in any year for such proposal to be determined by the Committee in order, if approved, to have effect in the following Playing Season.

#### **4. RULES AND REGULATIONS FOR PROMOTION AND RELEGATION**

The Committee shall provide for the seasonal promotion, relegation or the movement of Clubs.

#### **5. DETAILED PROMOTION AND RELEGATION ISSUES**

5.1 The criteria for entry to the NLS and the criteria for ground/stadium facilities and the Criteria for participation in Play Off Matches shall be determined by the Committee. All criteria so determined shall be published by The Association from time to time.

5.2 Subject to 5.5, at the conclusion of each Playing Season, the following procedures will apply to promotion / relegation subject to the application of the Rules:

##### Step 1 and Step 2

These regulations do not deal with promotion from Step 1

The Clubs finishing in the bottom three places at Step 1 at the end of the Playing Season will be relegated and placed in a feeder pool and placed in the most geographically appropriate division at Step 2 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the divisions at Step 2 together with a further two Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for promotion to the next Step, the Club finishing in 2nd position shall be promoted. The Clubs finishing in 2nd, 3rd, 4th, 5th, 6th and 7th positions shall be eligible to take part in the Play Off Matches. The Play Off Matches shall be played so that in each Step 2 division there is a qualifying round, semi-finals and a promotion final with all ties being played over a single leg at the ground of the higher placed Club. The winner of the promotion final in each Step 2 division will be promoted. If a Club is not eligible to enter Step 1 then it shall not take part in any Play Off Matches. In that event, such Club shall not be replaced and the Play Off Matches structure and draw shall be adjusted as necessary by the Competition on the basis of the remaining Clubs' final league positions.

##### Step 2 and Step 3

The Clubs in the bottom three places in each of the two divisions at Step 2 at the end of the Regular Season will be relegated and placed in a feeder pool and placed in the most geographically appropriate division at Step 3 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the four divisions at Step 3 together with a further four Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for promotion to the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in 3rd position (and so on)

shall be the Club in the next eligible position to take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the Criteria for participation in Play Off Matches the Club finishing in the next eligible position shall take part in the Play Off Matches. In each division at Step 3, the Play Off Matches shall be played so that Regulations for the Operation of Handbook the National League System 193 the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The ties will be played on a single match basis with the home Club being the Club with the best points per match ratio in the Regular Season. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other Play Off Match and the winner of that match will play in the further Play Off Match described above. Clubs finishing below position 7 will not be eligible to take part in Play Off Matches. The promoted Clubs will be placed in a feeder pool and placed in the most geographically appropriate division at Step 2 for the following Playing Season.

#### Step 3 and Step 4

The Clubs finishing in the bottom four places in each of the four divisions at Step 3 at the end of the Regular Season will be relegated and placed in a feeder pool and placed in the most geographically appropriate division at Step 4 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the eight divisions at Step 4 together with a further eight Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for promotion to the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in 3rd position (and so on) shall be the Club in the next eligible position to take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the Criteria for participation in Play Off Matches, the Club finishing in the next eligible position shall take part in the Play Off Matches. In each division at Step 4 the Play Off Matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The ties will be played on a single match basis with the home Club being the Club with the best points per game ratio in the Regular Season. If there are only three eligible Clubs then the highest placed shall receive a bye to the second match where it will play the winner of the other Play Off Match and the winner of that match will be promoted. Clubs finishing below 7th position will not be eligible to take part in Play Off Matches. The promoted Clubs will be placed in a feeder pool and placed in the most geographically appropriate division at Step 3 for the following Playing Season.

#### Step 4 and Step 5

The Clubs finishing in the bottom two places in each of the eight divisions at Step 4 at the end of the Regular Season will be relegated and placed in a feeder pool and placed in the most geographically appropriate division at Step 5 for the following Playing Season. The Clubs finishing in third and fourth from bottom in each of the eight divisions at Step 4 at the end of the Regular Season will take part in InterStep Play-Off Matches against the Clubs finishing in 2nd position in each of the sixteen divisions at Step 5 to determine whether they remain at Step 4 or are relegated to Step 5 for the following Playing Season. Clubs relegated for finishing bottom and second from bottom in each of the eight divisions at Step 4 will be replaced by the Clubs finishing in 1st position in each of the sixteen divisions at Step 5. The Clubs finishing in 2nd position in each of the sixteen divisions at Step 5 will take part in Inter-

Step Play Off Matches against the Clubs finishing in third and fourth from bottom in each of the eight divisions at Step 4 to determine whether they remain at Step 5 or are promoted to Step 4 for the following Playing Season. Where a Club finishes in 1st position but does not meet the minimum criteria for promotion to the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in 3rd position (and so on) shall be the Club in the next eligible position to take part in the Inter-Step Play Off Matches. Where a Club finishes in an Inter-Step Play Off Position but does not meet the Criteria for participation in Inter-Step Play Off Matches, the Club finishing in the next eligible position shall take part in the Inter-Step Play Off Matches. Clubs finishing below position 7 will not be eligible to take part in Inter-Step Play Off Matches. Inter-Step Play Off Matches: Each Club at Step 4 which finishes the Regular Season in an Inter-Step Play Off Position will be drawn at home against a Club from Step 5 which finishes the Regular Season in an Inter-Step Play Off Position. The conditions of Inter-Step Play Off Matches (such as the criteria of how ties are drawn, associated financial matters, extra time, and player eligibility) will be confirmed by the Committee from time to time. Ties will be a one-off match with the winner being allocated to Step 4 for the following Playing Season and the defeated Club being allocated to Step 5 for the following Playing Season. The Clubs allocated to Step 4 will be placed in a feeder pool and placed in the most geographically appropriate division at Step 4 for the following Playing Season. In addition, a Club allocated to Step 4 shall comply with the Licencing System provision as set out in Appendix 1 to the Standardised Rules.

#### Step 5 and Step 6

The Clubs in the bottom two places in each of the sixteen divisions at Step 5 at the end of the Regular Season will be relegated and placed a feeder pool and placed in the most geographically appropriate division at Step 6 for the following Playing Season. These Clubs will be replaced by (i) the Clubs finishing in 1st position at the end of the Regular Season in each of the two divisions operated by the South West Peninsula League; (ii) the Clubs finishing in 1st position at the end of the Regular Season in each of the remaining fifteen divisions at Step 6; and (iii) a further fifteen Clubs determined by a series of Play Off Matches within those remaining fifteen divisions (i.e. not including the two divisions operated by the South West Peninsula League). Where a Club finishes in 1st position but does not meet the criteria for promotion to the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in 3rd position (and so on) shall be the Club in the next eligible position to take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the Criteria for participation in Play Off Matches, the Club finishing in the next eligible position shall take part in the Play Off Matches. In each division at Step 6, the Play Off Matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The ties will be played on a single match basis with the home Club being the Club with the best points per game ratio in the Regular Season. If there are only three eligible Clubs then the highest placed shall receive a bye to the second match where it will play the winner of the other Play Off Match and the winner of that match will be promoted. Clubs finishing below 7th position will not be eligible to take part in Play Off Matches. The promoted Clubs will be



placed in a feeder pool and placed in the most geographically appropriate division at Step 5 for the following Playing Season.

#### Step 6 and relegation

At the end of the Regular Season the Clubs in the bottom three positions of each of the seventeen Step 6 divisions will be liable to relegation. The final number of Clubs to be relegated will be confirmed once promotion candidates from Feeder Leagues and any vacancies are known. If reprieves are required the Clubs third from bottom will be ranked on a points per match basis (then goal difference, then goals scored if required) - the Club(s) with the best points per match will be Regulations for the Operation of Handbook the National League System 195 reprieved. If all third from bottom Clubs are reprieved, and a further reprieve(s) is required, the same process will apply for Clubs in second from bottom (and so on).

5.3 At Steps 2-5 the Club finishing in last place in the table at the end of the Regular Season will be relegated and not reprieved.

5.4 At Steps 1 to 6, if a Club becomes eligible to take part in a Play Off Match and refuses to take part in that match or if a Club qualifies for promotion and refuses to be promoted then that Club shall be relegated from the division it last played in and shall play the following Playing Season in the division at the next Step level below. If the refusal/ineligibility applies to a Club currently operating at Step 6, the Club will be removed from the NLS and placed in the appropriate Regional NLS Feeder League, provided there is an eligible Club at Feeder League level to replace them.

5.5 Where a vacancy occurs within the NLS the following procedures will apply:

#### **End of the Playing Season**

##### 5.5.1

(a) Where a Club notifies its decision to resign from its League at the end of the Playing Season, then a vacancy is created on the date the notification of that decision is formally recorded by that League. Such resignation can only be withdrawn by the end of that Playing Season with the consent of the Board of that League.

(b) In all cases, that Club is treated as a relegated Club. The final table of that division is not affected.

(c) In cases where the vacancy is created after the end of the Playing Season but before the League's AGM, the vacancy will be filled in accordance with Regulation 5.5.2 below.

##### 5.5.2

(a) Where a vacancy occurs at Step 1 and Step 2 following the completion of a Playing Season the best ranked Club in a relegation position is reprieved.

(b) Where a vacancy arises at Step 3 to 6 following the completion of a Playing Season it shall be dealt with at the sole discretion of the Committee.

(c) Where a vacancy occurs at Step 3 and 4 after the allocations for the following season have been published and prior to the holding of the League's AGM. The vacancy created shall be dealt with at the sole discretion of the Committee in order to minimise disruption.

(d) Where a vacancy occurs after the date of a League AGM then a League is not able to replace the Club(s) concerned for the following Playing Season.

Prior to the end of a Playing Season

### 5.5.3

- (a) In cases where the vacancy is created prior to the end of the Playing Season, at Steps 1 and 2 the vacancy will be filled by the best ranked Club in a relegation position at the end of the Regular Season, eligible of being reprieved in that same division. In the event of there being more vacancies than Clubs eligible to be reprieved, such vacancy or vacancies will be filled by Clubs eligible to be reprieved in the Competition's other division(s) on a points per match ratio. At Steps 3 to 6, the vacancies shall be filled at the sole discretion of the Committee. Regulations for the Operation of Handbook the National League System 196
- (b) Where, prior to the end of the Playing Season, a Club notifies its decision to resign from its League with immediate effect or where a Club is removed from the League for any reason, then the playing record of that Club will be expunged and a vacancy is created on the date the resignation or removal is formally recorded by that League.
- (c) In all such cases that Club is treated as a relegated Club and the vacancy will be filled in accordance with 5.5.3(a) above.

5.6 Only internal changes to the constitution of a League are allowed following the holding of a League's Annual General Meeting.

5.7 Clubs are not allowed to enter into a ground share agreement in order to gain promotion or to retain membership at a particular Step where the Club has failed to attain or maintain the relevant Grade.

5.8 Ground grading requirements will be in accordance with the Rules. In order to be considered for promotion, the following requirements will apply.

Step 1 - Clubs must comply fully with the requirements of Grade A.

Step 2 - Clubs competing at Step 2 must comply fully with the requirements of Grade B. To be considered for promotion to Step 1 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade B together with any additional requirements by 31st March in the year in which they seek promotion. Clubs must also attain Grade A by 31st March in the year following promotion.

Step 3 - Clubs competing at Step 3 must comply fully with the requirements of Grade C. To be considered for promotion to Step 2 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade C and attain Grade B by 31st March in the year following promotion.

Step 4 - Clubs promoted to Step 4 must comply fully with the requirements of Grade E by 31st March in the year following promotion and comply fully with the requirements of Grade D by 31st March in the year following that. Clubs competing at Step 4 must comply fully with the requirements of Grade D. To be considered for promotion to Step 3 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade D and attain Grade C by 31st March in the year following promotion.

Step 5 - Clubs competing at Step 5 must comply fully with the requirements of Grade F.

Step 6 - Clubs competing at Step 6 must comply fully with the requirements of Grade G. To be considered for promotion to Step 5, Clubs must meet the requirements of Grade G and attain Grade F by 31st March in the year following promotion. Clubs promoted from Feeder

Leagues must install floodlights in working order by 30th September following promotion. Failure to do this will result in a sanction being imposed at the discretion of the League of which the Club is a member. If by 31st March in the year following promotion the floodlights are still not installed then the Club will be a relegated Club and be dealt with accordingly.

5.9 If a Club is relegated for not achieving the required Grade for the Step at which it is playing it will not be eligible for promotion again until it has attained the required Grade for the Step to which it wishes to be promoted. The Club must have that Grade at 31st March in the year in which it seeks promotion.

5.10 Where a Club resigns from a League that Club will not be eligible for promotion for at least one Playing Season following the Season in which it resigned. Regulations for the Operation of Handbook the National League System 197

5.11 In the event of any question arising regarding the interpretation of these Regulations it will be decided by The Association in its sole discretion.

## **6. THE MOVEMENT OF CLUBS WITHIN THE NLS OTHER THAN BY PROMOTION OR RELEGATION**

6.1 Movement of a Club from participation in one League to another is not permitted other than by promotion and relegation or otherwise as set out in these Regulations or League Rules save with the approval of the Committee. It may be necessary from time to time to move Clubs laterally at the same Step. Each year the Committee (or sub-committee thereof) will consider whether any lateral movements may be necessary at each Step and the final decision shall rest with the Committee / sub-committee. Only a Club subject to lateral movement from one League to another may appeal that decision pursuant to Regulation 8.2(b).

6.2 Any Club wishing to move from one League to another must make an application in writing to the Committee on or before 31st March in each year to be effective for the following Playing Season. In the event of such application being successful the League from which the Club is moving shall not levy a financial penalty on that Club.

6.3 (i) If a Club (whether a Members' Club or a Company) is wound up, liquidated, or is removed from its League or withdraws from football competition ('the Former Club'), and a new Club ('the New Club') is established which wishes to be placed within the NLS, it will be allowed to make an application only to join a League/ division at Step 5 of the NLS unless the Former Club was in either Step 4 or Step 5 when the event which caused it to cease its membership occurred in which case it must re-join the NLS at a minimum of two Steps below the level at which it was at the time the event occurred, or withdrew from football competition, whichever is lower. Where the Former Club was a member of Premier League or EFL then the Committee shall at its absolute discretion determine in which League the New Club shall be placed for the following Playing Season and will set out at its complete discretion the requirements to be met by the New Club. In order for consideration to be

given to the placement in the NLS of the New Club in the following Playing Season, an initial application must be received by the Committee by 1st March or within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, if such date is later than 1st March. The full application accompanied by all necessary documents including evidence of security of tenure having been granted to the New Club and affiliation to a County Football Association must be received by 31st March or within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, if such date is later than 1st March. The application shall be copied to the League of which membership is being requested. The application will be determined by the Committee. In considering any application, the Committee will set out at its sole discretion the requirements to be met by the New Club. In the event of more than one application being received within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, the Regulations for the Operation of Handbook the National League System 198 Committee will consider at its discretion which application will be considered in accordance with this Regulation.

(ii) If a Club is removed from its League and wishes to remain in the NLS it shall apply to the Committee within five working days of it receiving written notification of its removal from its League. The Committee will consider such application and will place the Club in what it considers at its sole discretion to be the most appropriate League/division for the following Playing Season.

6.4 If a Club (whether a Members' Club or a Company) ceases to be a member of its league and that Club (that is not a New Club as defined at 6.3 above) wishes to be placed within the NLS for the immediately following Playing Season, then unless otherwise determined by the Committee, it may be allowed to make an application to join a League/division below the most recent League/division of which the Club was a member. In order for consideration to be given to the placement in the NLS by the Club in the immediately following Playing Season, an initial application must be received by the Committee in accordance with the procedures set out at 6.3 above. The application shall be copied to the League of which membership is being requested. The application will be determined by the Committee at its absolute discretion. In considering any application, the Committee will set out at its sole discretion the requirements to be met by the Club in determining whether to approve the application.

6.5 If two or more Clubs ("the Merging Clubs") are proposing a transaction or series of transactions that result in the merging or consolidation ("the Proposed Merger") of those Clubs into one Club ("the Merged Club") then a formal application to do so must be received by the Committee and the league(s) of which the Merging Clubs are members by 31st December to be valid for the following Playing Season. A Deed of Agreement, which shall be legally binding on all parties must be submitted to The Association by 31st March in the year immediately following receipt of the application. The Committee shall determine at its absolute discretion where the Merged Club is to be included in the NLS for the following

Playing Season subject to the provisions of item 6.5.5 below. A Deed of Agreement, which shall be legally binding on all parties must be submitted to The Association by 31st March in the year immediately following receipt of the application. The Committee shall determine at its absolute discretion where the Merged Club is to be included in the NLS for the following Playing Season subject to the provisions of item 6.5.5 below. In arriving at its decision the Committee may apply the following minimum criteria:

6.5.1 The requirements of Standardised Rule 2.9 for the current Playing Season must be met by each of the Merging Clubs. If one or more of the Merging Clubs is subject to an insolvency event then Standardised Rule 2.9.2 shall be applied to such club(s), otherwise Standardised Rule 2.9.1 shall be applied;

6.5.2 The proposed playing name of the Merged Club must be acceptable to the Committee; and

6.5.3 The Merged Club must have security of tenure to a ground that meets the relevant ground grading requirements;

6.5.4 Any other criteria that the Committee may from time to time deem to be appropriate;

6.5.5 The Merged Club will ordinarily be placed at the lower of the Steps at which the Merging Clubs ended the Playing Season in which the application is made. For the purposes of this Regulation, if one of the Merging Clubs has finished that Playing Season in a relegation place, then they will be deemed to have ended the Playing Season at the Step to which they would have been relegated without the Proposed Merger proceeding. Any decision regarding whether a proposed transaction or series of transactions falls to be considered under this Regulation shall be determined by the Committee at its absolute discretion.

## **7. PLACEMENT OF A CLUB INTO A LEAGUE**

7.1 Usually a club can only enter the NLS at Step 6 via a Feeder League. However a League may seek approval from the Committee to receive a club or team not currently in membership of a League within the NLS provided that there is: (a) exceptional circumstances, (b) a vacancy within its constitution, (c) the club meets the entry criteria and (d) promotion and relegation issues have been satisfied. Such request must be received from the league by no later than 1st February. Any decision shall only be capable of Appeal to The Association by the affected League.

7.2 Reserve teams, including a team from a club or Club which is not considered by the Committee to be sufficiently separate from another club or Club, will not be permitted to compete above Step 6 in the NLS. There must be a minimum of two Steps between a first and reserve team. This does not apply at Steps 6 and Feeder League level. No two teams from the same Club can play at the same Step.

7.3 Teams from Higher Education or Further Education establishments are not permitted to compete above Step 5. This does not prevent any such establishment forming a Club which complies with all entry criteria and which is separate from the establishment itself.

7.4 Where a Club moves from one League to another, for whatever reason, the League from which it is being moved must provide the League to which the Club is being moved with a certificate confirming that the Club being moved does not owe any money or other property of any nature to the League from which it is being moved. The Club being moved cannot compete in its new League until such certification has been provided and the onus will be on the Club being moved to ensure that it has cleared all indebtedness to its previous League.

## **8. PROCEDURES FOR THE DETERMINATION OF ANY MATTER, DISPUTE OR DIFFERENCE BY THE COMMITTEE**

8.1 The Committee may adopt such procedures for the determination of any matter, dispute or difference as it considers appropriate and expedient, having regard to the aims and objectives set out at Regulation 2. The Committee may require the attendance at a meeting or the written observations of any League or Club, as it considers appropriate to assist its determination.

8.2 (a) Any dispute or difference between a League and a Club relating to promotion and relegation issues, lateral movement and/or other eligibility criteria must be referred for determination to the Committee; such determination shall be final and binding subject only to Arbitration in accordance with Rule K.

(b) Subject to Regulation 6.1 above, any decision of the Committee shall be subject to a right of appeal to an Appeal Board. The decision of that Appeal Board shall be final and binding on all parties. Regulations for the Operation of Handbook the National League System 200 All referrals of appeals shall be conducted in accordance with the Appeal Regulations save for (i) appeals in relation to Ground Grading decisions where the procedures are outlined in Regulation 8.2(c) below and (ii) appeals in relation to decisions made pursuant to Regulations 6.1 and 6.2 above where the procedures are outlined in Regulation 8.2(d) below.

### **(c) Procedures for Ground Grading Appeals**

(i) The ratification of the Ground Grading decision must be sent in writing within 14 days of the final decision date, currently 31st March.

(ii) Appeals in relation to Ground Grading Appeals must be submitted to The Association's Judicial Services Department within seven days from the date of the written decision outlining the Grounds of Appeal, with a copy to The Association's National League System Department.

(iii) The Committee will appear before an Appeal Board with the Appellant to respond to the application and there is no requirement to make a formal response in writing.

(iv) In all cases the Committee will submit any documentation including the Ground Grading report that was considered by the Committee in relation to the Ground Grading decision, (which the appellant would already have received).

(v) Dates would be set annually in advance by the Judicial Services Department for the hearing of Ground Grading appeals and details of the dates would be notified to all Clubs in the correspondence from the Committee notifying the decision of the Ground Grading assessment.

### **(d) Procedures for appeals against decisions made pursuant to Regulation 6.1 and 6.2.**

- (i) Such appeals must be submitted to The Association's Judicial Services Department within seven days from the date of the written decision outlining the Grounds of Appeal, with a copy to The Association's National League System Department.
- (ii) The Committee's response to the appeal shall be submitted to The Association's Judicial Services Department within seven days of the date the Club's appeal was submitted, with a copy to The Association's National League System Department.
- (iii) In all cases the Committee will submit any documentation considered by the Committee in relation to the relevant decision (which the appellant would already have received) with its response.
- (iv) The Committee will appear before an Appeal Board with the Appellant for determination of the appeal.
- (v) Dates would be set annually in advance by the Judicial Services Department for the hearing of such appeals and details of the dates would be notified to the Club in the correspondence from the Committee notifying them of the relevant decision.

8.3 The Committee may, at its discretion, delegate the resolution of any matter, dispute or difference arising under these Regulations to anybody it considers to be appropriate (including a sub-committee or commission which may include Regulations for the Operation of Handbook the National League System 201 members of council not on the Committee or a body constituted by a County Football Association).

## **9. CRITERIA FOR THE PARTICIPATION IN PLAY-OFF MATCHES**

In order to qualify for Play Off Matches and Inter-Step Play Off Matches a Club must comply with:

- Security of Tenure – see Standardised Rule 2.3.2
- Solvency – see Standardised Rule 13.B.2
- Ground Share requirements, i.e. not ground share in order to gain promotion – see 5.7 of these Regulations
- Ground Grading – see 5.8 of these regulations and the relevant criteria document

## **10. ARBITRATION**

The fact of participation in the NLS and signifying agreement to be bound by the Regulations shall constitute an agreement between each League and Club to refer to Arbitration any challenge in law arising out of, or in relation to, the Regulations in accordance with the provisions of FA Rule K.

## **11. LICENSING SYSTEM**

A Club shall be required to hold a Licence to be a member of a Competition at Steps 1 to 4 of the NLS.

(a) The Association shall through the appropriate Committee operate a Licensing System to apply to all Clubs competing at Steps 1 to 4 of the National League System ("NLS"). A Club is required to hold a Licence to be a member of a Competition at Steps 1 to 4 of the NLS. The Licensing System to be applied is as shown at an Appendix to the Standardised Rules.

(b) Each Competition at Steps 1 to 4 of the NLS shall be responsible for the operation, assessment and granting of the Licence in respect of its Clubs through the Standardised Rules as approved by a Committee of The Association. A Competition at Steps 1 to 4 shall take all reasonable and practical steps to cooperate with The Association in the application of the Licence.

(c) In the event that a Competition fails to apply the Licensing System set out in the Standardised Rules to the satisfaction of The Association, then The Association shall have the powers of the Board of that Competition as set out in the Standardised Rules to apply such Licensing System. In addition, The Association may, if necessary, bring an action against the Competition for Misconduct under the Rules of The Association.

## 12. PRECEDENCE

In the case of conflict between the Regulations for the Operation of the NLS and the Rules, the Regulations take precedence.

### LEAGUES/DIVISIONS AT STEPS 5 AND 6 OF THE NLS (SEASON 2021-22)

STEP 5	STEP 6
Combined Counties League Premier Div North	Combined Counties League Div 1
Combined Counties League Premier Div South	Eastern Counties League Div 1 North
Eastern Counties League Premier Div	Eastern Counties League Div 1 South
Essex Senior League	Hellenic League Div 1
Hellenic League Premier Div	Midland League Div 1
Midland League Premier Div	Northern Counties East Div 1
North West Counties League Premier Div	North West Counties League Div 1 North
Northern League Div 1	North West Counties League Div 1 South
Northern Counties East League Premier Div	Northern League Div 2
Southern Counties East League Premier Div	South West Peninsula League Premier Div East
Spartan South Midlands League Premier Div	South West Peninsula League Premier Div West
Southern Combination Football League Premier Div	Spartan South Midlands League Div 1
United Counties League Premier Div North	Southern Combination Football League Div 1
United Counties League Premier Div South	Southern Counties East League Div 1
Wessex League Premier Div	United Counties League Div 1
Western League Premier Div	Wessex League Div 1
	Western League Div 1

## APPENDIX A

### Regional NLS Feeder League Regulations

#### 1. League Structure

1.1 The Leagues currently operating as Feeder Leagues are set out at the end of the Appendix.

1.2 At Feeder League level the maximum number of Clubs in each division shall be determined by the Sanctioning Authority taking into account all relevant factors. In any case, this shall not be more than 18 Clubs. The minimum amount of Clubs should be 14.

1.3 Any league wishing to become a Feeder League must apply to the FA Leagues Committee by 31st December in the relevant year in such form and /or providing such information as shall be required by the Committee from time to time. The decision as to whether or not a league should be admitted as a Feeder League shall be made by the Committee.

#### 2. Rules and Regulations for Promotion and Relegation



2.1 All Feeder League Clubs seeking promotion to Step 6 must make an application using the prescribed form direct to The Association, copied to their existing League, by 31st December in the relevant year. In order to be considered for promotion Clubs must finish in 1st position in their Feeder League. If the Club finishing in 1st position does not wish to be promoted or fails to meet the entry criteria then the Club finishing in 2nd position will be eligible for promotion. If the Club in 2nd position does not seek promotion or fails to meet the entry criteria then Clubs down to 5th position may be considered for promotion provided that they meet the appropriate entry criteria. Clubs finishing below 5th position may not be considered for promotion and only one Club may be considered for promotion from each League. Each application must be accompanied by the agreed application fee, as determined by the Committee, which is non-refundable.

2.2 Clubs competing in a Feeder League must comply fully with the minimum requirements in force. To be considered for promotion to Step 6, Clubs must meet the requirements of Grade H and attain Grade G by 31st March in the year Regulations for the Operation of Handbook the National League System 203 following promotion. Clubs can be promoted from Feeder Leagues to 6 without floodlights, provided that that all other requirements of Grade H are met by 31st March in the Playing Season in which the Club wishes to gain promotion and that the Club has the following in place:-

- Planning permission granted for floodlights.
- That by 30th September following promotion that floodlights are installed and in working order.
- A development / business plan
- Quotations / estimates for the work to be carried out.
- Funding applications submitted, if required.

Failure to install floodlights in working order by 30th September following promotion will result in a sanction being imposed at the discretion of the League of which the Club is a member. If by 31st March in the year following promotion the floodlights are still not installed then the Club will be a relegated Club and be dealt with accordingly.

### 3. Placement of a Club in a League

3.1 The matter of draft placements for Clubs in Feeder Leagues is for the League in conjunction with its Sanctioning Authority. Once drafted, proposed placements are to be submitted to the Committee for ratification by an appropriate date as prescribed by the Committee from time to time. This is save for Clubs being allocated to Feeder Leagues having been relegated from Step 6, which is a matter for the Committee.

3.2 Reserve and 'A' teams may participate in Feeder Leagues. Clubs should note the provision concerning Reserve teams at Step 6 under Regulation 7.2 in the 'National League System Regulations'.

### 4. Movement of a Club between Leagues

4.1 Movement of a Club from participation in one League to another is not permitted other than by promotion and relegation or otherwise as set out in League Rules save with the approval of the Committee. It may be necessary from time to time to move Clubs laterally at the same Step. Each year the Committee (or sub-committee thereof) will consider whether

any lateral movements may be necessary at each Step and the final decision shall rest with the Committee/sub-committee. Only a Club subject to lateral movement from one League to another may appeal that decision pursuant to Regulation 5.2(b).

4.2 Any Club wishing to move from one League to another must make an application in writing to the Committee on or before 31st March in each year to be effective for the following Playing Season. In the event of such application being successful, the League from which the Club is moving shall not levy a financial penalty on that Club.

## 5. Procedures for the determination of any matter, dispute or difference by the Committee

5.1 The Committee may adopt such procedures for the determination of any matter, dispute or difference as it considers appropriate and expedient, having regard to the aims and objectives set out in Regulation 2. The Committee may require the attendance at a meeting or the written observations of any League or Club, as it considers appropriate to assist its determination.

5.2 (a) Any dispute or difference between a League and a Club relating to promotion and relegation issues, lateral movement and/or other eligibility criteria must be referred for determination to the Committee; such Regulations for the Operation of Handbook the National League System 204 determination shall be final and binding subject only to Arbitration in accordance with Rule K.

(b) Subject to Regulation 4.1 above, any decision of the Committee shall be subject to a right of appeal to an Appeal Board. The decision of that Appeal Board shall be final and binding on all parties. All referrals of appeals shall be conducted in accordance with the Appeal Regulations save for (i) appeals in relation to Ground Grading decisions where the procedures are outlined in Regulation 5.2(c) below and (ii) appeals in relation to decisions made pursuant to Regulations 4.1 and 4.2 above where the procedures are outlined in Regulation 5.2(d) below.

### (c) Procedures for Ground Grading Appeals

(i) The ratification of the Ground Grading decision must be sent in writing within 14 days of the final decision date, currently 31st March.

(ii) Appeals in relation to Ground Grading Appeals must be submitted to The Association's Judicial Services Department within seven days from the date of the written decision outlining the Grounds of Appeal, with a copy to The Association's National League System Department.

(iii) The Committee will appear before an Appeal Board with the Appellant to respond to the application and there is no requirement to make a formal response in writing.

(iv) In all cases the Committee will submit any documentation including the Ground Grading report that was considered by the Committee in relation to the Ground Grading decision, (which the appellant would already have received).

(v) Dates would be set annually in advance by the Judicial Services Department for the hearing of Ground Grading appeals and details of the dates would be notified to all Clubs in the correspondence from the Committee notifying the decision of the Ground Grading assessment.

### (d) Procedures for appeals against decisions made pursuant to Regulation 4.1 and 4.2

- (i) Such appeals must be submitted to The Association's Judicial Services Department within seven days from the date of the written decision outlining the Grounds of Appeal, with a copy to The Association's National League System Department.
- (ii) The Committee's response to the appeal shall be submitted to The Association's Judicial Services Department within seven days of the date the Club's appeal was submitted, with a copy to The Association's National League System Department.
- (iii) In all cases the Committee will submit any documentation considered by the Committee in relation to the relevant decision (which the appellant would already have received) with its response.
- (iv) The Committee will appear before an Appeal Board with the Appellant for determination of the appeal.
- (v) Dates would be set annually in advance by the Judicial Services Department for the hearing of such appeals and details of the Regulations for the Operation of Handbook the National League System 205 dates would be notified to the Club in the correspondence from the Committee notifying them of the relevant decision.

5.3 The Committee may, at its discretion, delegate the resolution of any matter, dispute or difference arising under these Regulations to anybody it considers to be appropriate (including a sub-committee or commission which may include members of council not on the Committee or a body constituted by a County Football Association)

**Leagues with Regional NLS Feeder League status - 2021-22 season:**

Anglian Combination Premier Div	North Riding Football League Premier Div
Bedfordshire County League Premier Div	Nottinghamshire Senior League Senior Div
Cambridgeshire County League premier Div	Oxfordshire Senior League Premier Div
Central Midlands League Div North	Peterborough & District League Premier Div
Central Midlands League Div South	Salop Leisure Football League Premier Div
Cheshire League Premier Div	Sheffield & Hallamshire County Senior League Premier Div
Devon League Premier Div East	Somerset County League Premier Div
Devon League Premier Div West	Southern Combination Div Two
Dorset Premier League	Spartan South Midlands League Div 2
Essex & Suffolk Border League Premier Div	St Piran Football League Premier East
Essex Olympian League Premier Div	St Piran Football League Premier West
Gloucestershire County League Premier Div	Staffordshire County Senior League Premier Div
Hampshire Premier League Senior Div	Suffolk & Ipswich League Senior Div
Herts Senior County League Premier Div	Surrey Elite Intermediate League Intermediate Div
Humber Premier League Premier Div	Thames Valley Premier League Premier Div
Kent County League Premier Div	Wearside League
Leicestershire Senior League Premier Div	West Cheshire League Div 1
Lincolnshire Football League Premier Div	West Lancashire League Premier Div
Liverpool County Premier League Premier Div	West Midlands (Regional) League Div 1
Manchester Football League Premier Div	West Yorkshire League Premier Div
Mid Sussex Football League Premier Div	Wiltshire Football League Premier Div
Middlesex County League Premier Div	York Football League Premier Div
Midland League Div 2	Yorkshire Football League
Northamptonshire Combination Premier Div	
Northern Football Alliance Premier Div	

## **SOMERSET REFEREES' STEERING COMMITTEE RULES**

### **1. CONSTITUTION**

The Committee shall consist of a Chairman appointed by the Board, the Director responsible for Refereeing, the Referees' Development Officer, the Referee Appointments Officer, the Assessing Coordinator, the Referees Committee Administrator, a Youth Council Representative and three appointed members.

### **2. ANNUAL SUBSCRIPTION**

- I. The Referee's annual registration fee is due on or before the 31 May each year and it should be forwarded with the official registration form provided by the Referees' Development Officer.
- II. The Referee's Registration fee is as follows:  
International, Levels One to Ten  
if paid on or before 31st May - £20.00  
if paid after 31st May - £22.00

### **3. EXAMINATIONS**

- I. Examinations of persons wishing to qualify as Referees shall be held at such times and places as the Committee may determine.
- II. The examination shall be conducted by the Referees Development Officer or his/her deputy.
- III. Successful candidates shall be given a certificate on passing the examination, refereeing five matches and attending a follow up meeting at which stage they will be registered as Level Seven or Level Eight depending upon their age.

### **4. REGISTER OF REFEREES**

- i. A Referee shall be deemed registered on payment of and acceptance of their subscription.
- ii. A person who has lost the sight of an eye shall not be registered.
- iii. The Register may include Associate Referees who are registered with another County FA as their parent county.

### **5. CLASSIFICATION**

On or before the 1 June in each year the Committee shall revise its registered list of Referees and Classification as follows:

Level 1 Select Group or National Group Referee

Level 2a Step 1 List Referee

Level 2b Step 2 List Referee

Level 3 Step 3/4 Leagues Referee

Level 4 Step 5/6 Leagues Referee\*

Level 5 Senior County Referee. This classification includes Referees who have served at a higher Level.\* \*

Level 6 County Referee

Level 7 Junior County Referee (16 years of age or over)

Level Y Youth Referee (14 or 15 years of age)

Level D Referee Workforce (an active Referee officiating in 6 or fewer matches a season)  
- Tutor - Observer - Mentor - Coach

The grading of a Referee by an Association must be accepted by all other throughout the country.

## 6. PROMOTION

- i. Referees wishing to be promoted must apply in writing to the Referees Committee Administrator before 1st March in the year that they wish to seek promotion. A fee of £30 should accompany the application: this fee is refundable upon completing all of the criteria required for promotion even though the applicant is not successful in attaining the standard for promotion.
- ii. Referees who apply for promotion will automatically remain within the scheme unless they advise the Referees Committee Administrator otherwise before 1st March. Promotion to Levels Six and Five shall be based on a Referee's practical performance upon the field of play. This will be determined by considering the marks and assessments by Assessors on a minimum of three games and the club reports for open age competitions, over a minimum of 20 games during any one marking period, officiated in as a Referee. Where there is opportunity to progress beyond senior county Referee, a further requirement for promotion to Level Five is the completion of five games as an Assistant Referee during the promotion season. In addition to their practical performance upon the field of play Referees will be required to attend inservice training, as determined by the Referees committee, and successfully complete a written examination on the "Laws of Association Football".
- iii. A Level 7 Referee must serve a minimum of one Registration period before applying for promotion to Level 6. After this promotion, a Referee can proceed at the rate he/she is capable of.

## 7. APPOINTMENTS

- i. If a Referee is required, seven days notice shall be given to the Referees Appointments Officer who will use his best endeavours to send a Referee to act on receiving such notice.
- ii. A Referee shall notify his acceptance or otherwise of a match to the Secretary of the Competition concerned within four days of receipt of the appointment. Failure to do so will involve the appointment of another official.
- iii. A Referee finding himself unable to fulfil an engagement which he has must immediately notify the secretary of the competition concerned and on no account must he assume the responsibility of appointing another official. A breach of this Rule will, if brought to the notice of the Referees committee, be severely dealt with.
- iv. In the event of a Referee failing to carry out an engagement he has accepted without giving a satisfactory explanation to the Referees Committee (acceptance of another

match may not be deemed sufficient reason) his name may be removed from the list of Referees of the Somerset Football Association Ltd or may be otherwise dealt with.

#### **8. REFEREES' FEES AND EXPENSES**

The Fees and expenses which may be charged by an appointed Referee or Assistant Referee in the Association Cup Competitions are as set out under the Fees and Fines Section.

#### **9. POSTPONED MATCHES**

Should a match be postponed for any reason and the Referee or Assistant Referee not having been notified of the postponement makes the journey to the match, he shall be entitled to receive from the Secretary of the home Club, half the usual match fee plus travelling expenses as in rule 8 above.

#### **10. CHILD PROTECTION POLICY**

In accordance with FA regulations, all Referees, Referee Tutors, Assessors and Mentors are required to conform with regulations concerning the safeguarding of vulnerable people and criminal record checks.

#### **11. NATIONAL REFEREEMANAGERS**

The Referees Steering Committee will make every use of the services of the FA National Referee Managers in the support of its responsibilities for all Somerset registered Referees.

The Referees' Steering Committee shall have power to deal with all matters connected with Referees not provided for in these Rules subject to the ratification of the Council.

## SOMERSET FA REFEREES - USEFUL CONTACTS

### Referees Committee Chairman

Nigel Brown

Address: 58 Marsh Lane, Yeovil, Somerset. BA21 5QR

Tel: 01935 472413

### Referees Development Officer

Matt Eva

Address: Charles Lewin House, Wirral Business Park, Glastonbury, Somerset, BA6 9FR

Tel: Work: 01458 832359 Option 4 Mobile: 07908 171282

Email: [matt.eva@somersetfa.com](mailto:matt.eva@somersetfa.com)

### County Referees Appointments Officer & Referees Committee Administrator & Assessor Appointments Officer

Martin Peters

Address: Charles Lewin House, Wirral Business Park, Glastonbury, Somerset, BA6 9FR

Charles Lewin House, Wirral Park Road Glastonbury. BA6 9FR

Tel: 01458 832359 Option 1

Mobile: 07506 826638

Email: [martin.peters@somersetfa.com](mailto:martin.peters@somersetfa.com)

Email: (Admin) [refcommitteeadmin@somersetfa.com](mailto:refcommitteeadmin@somersetfa.com)

Email: (assessors) [assessors@somersetfa.com](mailto:assessors@somersetfa.com)

## LEAGUE REFEREE APPOINTMENT SECRETARIES

*Listed below are the Referee Appointment Secretaries for the various Leagues in Somerset.  
If you are looking to officiate in your local League please contact the person below  
responsible for appointing Referees in your League*

Somerset County League (1890) Robert Watkins, Address: 74 The Willows Bradley Stoke  
Bristol BS32 8HJ Tel: Home 05600 945470 Mobile: 07776 458127 Email  
[robertwatkins327@btinternet.com](mailto:robertwatkins327@btinternet.com)

### Uhsport Somerset County Football League

Referee Appointments Secretary: Rob Watkins

Mobile Number: 07776 458127

Email Address: [robertwatkins327@btinternet.com](mailto:robertwatkins327@btinternet.com)

### Mid Somerset

Referee Appointments Officer Bryn Hawkins

Mobile Number 07877907963

Home Number 01761 471350

Email address [msflrefsec@gmail.com](mailto:msflrefsec@gmail.com)

**Perry Street & District League:**

Referee Appointments Secretary: Gary and Donna Parsley  
Mobiles 07502 815010 & 07793 401486  
Email [RefereePSDL@outlook.com](mailto:RefereePSDL@outlook.com)

**Yeovil and District League**

Referee Appointment Officer: Ian Harley  
Mobile Number: 07884266967  
Email Address: [yeovilrefs@gmail.com](mailto:yeovilrefs@gmail.com)

**Yeovil and District Youth League**

Referee Appointment Officer: Ian Harley  
Mobile Number: 07884266967  
Email Address: [yeovilrefs@gmail.com](mailto:yeovilrefs@gmail.com)

**Yeovil and District Mini League (Under 12s only)**

Referee Appointment Officer: Ian Harley  
Mobile Number: 07884266967  
Email Address: [yeovilrefs@gmail.com](mailto:yeovilrefs@gmail.com)

**Weston Super Mare and District**

Referee Appointment Secretary: Ian Smith  
Mobile Number: 07796 710942  
Email Address: [ismith@mail.co.uk](mailto:ismith@mail.co.uk)



## **REFEREES AND MEMBERSHIP OF THE REFEREES' ASSOCIATION**

As a Registered Referee, you are strongly urged to join your local branch of the Referees' Association. If you are an active Referee, then we consider that being a member of the RA is a MUST if you want to make progress, and to ensure that you referee to the maximum realisation of your potential. Where else but in the RA can you get the following benefits of membership?

- Discussion on the Laws of the Game
- Guidance and advice on interpretation of the Laws · Early notice and advice on Amendments to the Laws · Discussions on practical problems and how they should be resolved when encountered · Advice and guidance from Senior Referees
- Constructive criticism of your refereeing, and how it could be improved by Senior members
- Full support of the RA should you be the unfortunate victim of circumstances, or if you receive unjust treatment
- The right to financial assistance from the RA Benevolent Fund should you be in NEED
- The opportunity to meet Referees from all levels at Society Meetings or at Social Functions
- The right to your own copy of the RA 'Manual of Guidance for Referees' which will advise you on all aspects of refereeing.

With all these advantages in mind, can you afford NOT to be a member?

For a modest fee, you will be most welcome at the next meeting of your local Society.

### **FA CHALLENGE CUP**

Applications for tickets for the Final of the FA Challenge Cup must be submitted in writing to the County Secretary by 31st December

## REGULATIONS FOR THE REGISTRATION AND CONTROL OF REFEREES

### PREAMBLE

Pursuant to The Football Association Rule J1.4, the Council is authorised to make regulations with reference to Match Officials as they deem expedient.

These 'Regulations for the Registration and Control of Referees' (the "Regulations") are the regulations made under that Rule.

Affiliated Associations are responsible for the administration of Referees registered with The Association who reside in their area as determined by The Association. Service Associations have administrative responsibility for Referees who are serving members of the Armed Forces. Affiliated Associations shall appoint a Referees' Committee to carry out its' functions under these Regulations. These regulations fully embrace The Association's Equality Policy, Safeguarding Children Policy and Regulations and Safeguarding Adults at Risk Regulations. For the purpose of these Regulations the terms used will be defined as follows:

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

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

**Annual Review** - the review by a Competition of its List of Match Officials entitled to be appointed for a match in that Competition, to establish the suitability of each Referee to continue to be eligible to be retained on that List. This will take place between the last day of the playing season and the 31st July each year. Such a review will take into consideration the Referee's administration, fitness, conduct and performance on the field of play as defined in these Regulations, as modified by any written instructions to a Competition from the Association from time to time. The Competition must provide reasons for the removal of a Match Official from their List to the Parent Association of the Match Official.

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

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

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

**The FA Referee Course** (previously referred to as The FA Basic Referee Course) - a course of instruction for refereeing 11 a side football, 9 a side football and mini soccer as determined by The Association leading to the examination of Referee candidates.

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

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

**Futsal Observer** - those individuals authorised by The Association to produce Observer reports at levels determined by The Association in relation to futsal.

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

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

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

**National Group** - those Referees selected by The Association, eligible for appointment to games in the Premier League, EFL and other matches as determined from time to time.  
Regulations for the Registration Handbook and Control of Referees 340

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

**Observers** - those individuals authorised by The Association to produce out Observer reports at levels determined by The Association.

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

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

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

**Registration Period** - from 1 June in each year, (or the date of successful completion of the Basic Referee Training Course if later) to the following 30 June.

**Senior County Referee** - a Referee who has demonstrated to the satisfaction of The Association, Affiliated Association or Service Association, as required by these Regulations, the ability to officiate at Level 5 and above. Service Association - an Affiliated Association having responsibility for the administration of the game as determined by The Association from time to time in or relating to Her Majesty's Regular Forces (the Royal Navy, the Army, the Royal Air Force). Specialist Assistant Referee - Referees who are permitted by The Association to officiate almost exclusively as Assistant Referees.

**Step 1 List** - those Referees selected by The Association as eligible for appointment to games within specific Leagues determined by The Association to be suitable for Level 2A Referees.

**Step 2 List** - those Referees selected by the Association as eligible for appointment to games within specific Leagues determined by The Association to be suitable for Level 2B Referees.

**Step 3/4 Leagues** - those nominated divisions, within specific Leagues as determined and considered by The Association, suitable for Level 3 Referees.

**Step 5/6 Leagues** - those nominated divisions, within specific Leagues as determined and considered by The Association, suitable for Level 4 Referees.

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

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

**Youth Referee** - means a registered Referee who is aged 14 or 15. For the purposes of these Regulations, The Association shall act through the Council, which shall delegate such functions to the Referees' Committee.

## 1. REGISTRATION

(a) No person shall be appointed as a Match Official in any Match or Competition under the jurisdiction of The Association either directly or indirectly unless registered in accordance with these Regulations. A Competition may include in its regulations a provision by which a person who is not a registered Match Official may carry out the duties of a Match Official in a specific Match but only in circumstances where a registered Match Official cannot be appointed to or officiate in that Match. In these circumstances the appointed unregistered and/or unqualified Match Official will carry the same powers and duties of an appointed registered Match Official for the purpose of that match.

(b) A Referee must be registered with The Association through the Affiliated Association within the area in which the Referee resides, which will be deemed that Regulations for the Registration Handbook and Control of Referees 341 referee's Parent Association (or County). The Parent Association for serving members of The Armed Forces is the Affiliated Association of the service in which they serve; such referees may also register as an Associate Referee with the Affiliated Association in whose area they reside. A Referee will be required to pay the standard national registration fee to be determined annually by The Association. Registration will run from the date of registration until the following 30 June. A Referee may become an Associate Referee with another Affiliated Association but will not be required to pay a further fee. The Memorandum attached to these regulations details the responsibilities of Affiliated Associations in respect of Referees administered by them.

(c) In cases where the boundaries of Affiliated Associations overlap, the Affiliated Associations concerned must mutually agree responsibility of the training and examination of Trainee Referees. Once the FA Basic Referee Course has been completed, the registration of the Referee must then be transferred to the Affiliated Association of the area in which the Referee resides. A Referee who changes residence from one administrative area to another will be required to be released by the original Association before being registered with their new Association for administrative purposes but will not be required to pay a further registration fee for that season.

(d) Referees shall not be registered with The Association until they are able to satisfy the Affiliated Association of their date of birth. A Trainee Referee must be 14 years of age or older at the time of registration.

(e) A Referee who has failed to register as a Referee with The Association for between two and three seasons shall not be re-registered until they have successfully undertaken and completed a Laws of the Game examination, as determined by the Affiliated Association. The Affiliated Association may then register the Referee at their former Level (up to Senior County Referee) once they are satisfied with his/her competence. A Referee who has not been registered for more than three seasons must attend and successfully complete the practical assessment and examination of The FA Referee Course, at which point they will be registered at a level (up to Senior County Referee) determined by the Affiliated Association. The Affiliated Association must not charge more than the sum determined from time to time by The Association for attendance at the assessment and examination.

(f) A Referee's registration may be cancelled or suspended by the Affiliated Association in consultation with The Association where the Referee has not acted in the best interests of the game. The Association may take any action it deems appropriate. Applications for the

reinstatement of a Referee who has previously been disqualified under this Regulation must be referred to The Association.

## **2. REFEREE RECRUITMENT, TRAINING AND EXAMINATION**

- (a) The Association and Affiliated Associations shall be responsible for the recruitment, training and examination of Referees.
- (b) The requirements and standards for Referee training and examination shall be agreed by The Association.
- (c) Initial Referee training course fees shall be set by The Association for: - FA Referee Course - Futsal - Small Sided Football - Disability Football Regulations for the Registration Handbook and Control of Referees 342
- (d) FA Referee Course - A candidate will undergo training and evaluation, including assessments as determined by The Association.
- (e) All other formats of initial Referee training will be examined at the end of the period of training.
- (f) The minimum age a candidate may be presented for initial examination of the FA Basic Referee Course and all other forms of refereeing will be 14 years.
- (g) Candidates who do not reach the standard required by The Association in the initial examination may be re-examined at a time appropriate to the needs of the individual as determined by The Association and/or the Affiliated Associations.

## **3. CLASSIFICATION**

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

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

International FIFA List Referee

Level 1 Select Group or National Group Referee

Level 2a Step 1 List Referee

Level 2b Step 2 List Referee

Level 3 Step 3/4 Leagues Referee

Level 4 Step 5/6 Leagues Referee\*

Level 5 Senior County Referee. This classification includes Referees who have served at a higher Level.\* \*

Level 6 County Referee

Level 7 Junior County Referee (16 years of age or over)

Level Y Youth Referee (14 or 15 years of age)

Level D Referee Workforce (an active Referee officiating in 6 or fewer matches a season)  
- Tutor - Observer - Mentor - 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 Referee Course must be registered as Level T after successful completion of the final course examination. A Level T Referee will automatically become a Level 7 Referee (16 years of age or over) or Level Y (14 or 15 years of age) upon successful completion of the FA Referee Course.

(e) A Level Y Referee will automatically become a Level 7 Referee on reaching the age of 16

(f) FIFA nominations: Nominations will be approved annually by The Association's Referees' Committee Priority will be given to developing English officials who show the potential to officiate at future major international finals and tournaments A FIFA official who ceases to be on the FIFA list will not be considered for future nomination although consideration may be given in exceptional circumstance to an official who resigned from the FIFA list for significant personal reasons

The following factors will be taken into consideration for each potential nominee:

- Domestic performances

- International performances
- Potential to officiate in future major international tournaments with special consideration being given to UEFA EURO Championships and FIFA World Cups
- Fitness and body composition
- Availability
- Ambassadorial qualities
- Organisation and attitude (including feedback, reporting, self-analysis etc...)

Consideration will be given to operational requirements and the strategic planning of the overall makeup of the English FIFA lists

#### 4. PROMOTION

In addition to specific criteria outlined below, candidates for promotion may be required to undertake all or some of the following:

- Physical fitness test(s).
- Laws of the Game test(s).
- Competition rule and regulations test(s).
- Interview. Account may also be taken of administration and availability.

Men

(a) Selection and promotion within Levels 4 to International will be determined as follows:

**International Level** Annual nomination by The Association to FIFA, selected from those eligible Referees as at the date of nomination determined by FIFA.

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

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

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

**Level 3 Referees** who have been promoted from Level 4 for outstanding ability as determined by The Association.

**Level 4 Referees** who have been promoted from Level 5 for outstanding ability as determined by The Association following nomination by the Affiliated Association to act as an Assistant Referee on the Step 3/4 Leagues and as a Referee on selected Step 5/6 Leagues.

Referees will be required to complete successfully an annual fitness test and other criteria as determined by The Association prior to having their classification confirmed. On initial selection for promotion to a higher Level, Referees may be required to attend an interview to ascertain their suitability against criteria determined by The Association. The Association will determine the acceptable number of matches required for consideration to be selected for Levels 4 and above.

(b) Selection and promotion within Levels 7 to 5 will be determined as follows: Referees must apply for promotion in writing to their Parent Association no later than 1 August in the season in which promotion is sought. Referees considered for promotion in the preceding

season, but not successful, will automatically be included in the promotion scheme for the following season unless they indicate otherwise, in writing, to their Parent Association.

(c) The Parent Association may charge promotion candidates an administration fee (the sum to be determined from time to time by The Association); the administration fee will be refunded to a candidate who completes the promotion process, regardless of whether or not they are promoted. Regulations for the Registration Handbook and Control of Referees 345 The responsibility of promoting Referees within Levels 7 to 5 rests with the Referee's Parent Association. All selections must be made by 31 May each year.

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

- Observer reports by Observers on a minimum of three games.
  - Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 70% must be in open age competitions) officiated in as a Referee in the marking season.
  - A Level 6 Referee wishing to be considered for future promotion to Level 4 must complete at least 5 games as an Assistant Referee.
  - Attending at least one promotion in-service training event.
  - Successful completion of a written examination as determined by The Association.
- Level 7 - Reclassification from Level Y and T

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

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

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

## Women

(f) Promotion through the Women's Football pyramid will follow the criteria above, excepting that Referees choosing the women's pathway cannot automatically cross over to the same Men's pyramid classification.

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

**International** - FIFA List Referee

**Level 1W** - Women's Super League Referee



**Level 2W** - Women's Championship Referee

**Level 3W** - Women's National Referee

**Level 4W** - Women's Regional Referee

**Level YW** - Women's Youth Referee (14 or 15 years of age)

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

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

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

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

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

- Observer reports by Observers on a minimum of three games.
- Club marks from competitions over the age of 16 years over a minimum of 20 games (a minimum of 10 matches must be in women's competitions) officiated in as a Referee in the marking season.
- Completion of at least 3 games as an Assistant Referee.
- Successful completion of a written examination as determined by The Association.

Trainee Referees undertaking the FA Basic Referee Course must be registered as Level 7 by the end of module 3. A Trainee Referee who wishes to join the women's football pathway will automatically become a Level 4W Referee (16 years of age or over) or Level YW (14 or 15 years of age) upon successful completion of the FA Basic Referee Course.

A Level YW Referee will automatically become a Level 4W Referee on reaching the age of 16.

## Futsal

International FIFA List Referee

Annual nomination by The Association to FIFA, selected from those eligible Futsal Referees as at the date of nomination determined by FIFA. Nominees must operate regularly on the FA sanctioned competitions.

**FR1** – Officiates all National competitions and Home internationals (if FIFA fitness test has been passed) Promotion from FR2 to FR1 shall be based on the following criteria:

- Successful completion of a fitness test as determined by The Association.
- Successful completion of an annual Futsal Laws of the Game examination.
- Attendance at in-service training events as determined by The Association.
- Officiate a minimum of 10 games as referee 1 or 2 in the FA's sanctioned competitions in the playing season.

- Attain an Observer Report average as determined by The Association, from a minimum of three reports.
- Performance, as determined by The Association, in both the Observer and club marks merit tables.

**FR2** – Officiates Futsal Series Tier 2 and below; may officiate Tier 1 competitions (provided the FR1 fitness test has been completed); Tier 3 Futsal competitions and the FA Futsal Cup. Promotion from FR3 to FR2 shall be based on the following criteria:

- Successful completion of a fitness test as determined by The Association.
- Successful completion of an annual Futsal Laws of the Game examination.
- Attendance at in-service training events as determined by The Association.
- Officiate a minimum of 10 games as referee 1 or 2 within approved open-aged competitions in the playing season.
- Officiate in 'talent identification' events as determined by The Association.
- Attain an Observer Report average as determined by The Association, from a minimum of three reports.
- Apply in writing to the County FA Referee Development Officer by no later than 31st May each year.

**FR3** – Officiates competitions at Tier 3 and below and designated rounds of the FA Futsal Cup. Promotion from FR4 to FR3 shall be based on the following criteria:

- Successful completion of a fitness test as determined by The Association.
- Successful completion of an annual Futsal Laws of the Game examination.
- Attendance at in-service training events as determined by The Association.
- Officiate a minimum of 10 games as referee 1 or 2 within approved open-aged competitions in the playing season.
- Officiate in 'talent identification' events as determined by The Association.
- Attain an Observer report average as determined by The Association, from a minimum of three reports.
- Apply in writing to the County FA Referee Development Officer by no later than 31st May each year.

**FR4** – Officiates FA Futsal Cup regional rounds; County FA and other sanctioned Futsal competitions.

**FR Youth** – Officiates FA sanctioned Youth Futsal competitions. An FR Youth will be re-classified as FR4 upon reaching the age of 16.

**FR Training** – Officiates County Futsal leagues and other sanctioned Futsal competitions. An FR Training referee will automatically become FR4 (16 years of age or over) or FR Youth (14 or 15 years of age) upon successful completion of the FA Futsal Referee Course.

## 5. COMPETITIONS

(a) Affiliated Associations must advise successful candidates of the result of the initial examination, in writing, as well as providing them with details of local competitions on which they are eligible to officiate.

(b) Referees under the age of 16 are only eligible to officiate in competitions where the players' age band is at least one year younger than the age of the Referee. e.g. a Regulations for the Registration Handbook and Control of Referees 348 15 year old referee may only

referee in competitions where the age banding is 14 or younger. This also applies to those mentioned in regulation 1(a) regarding unregistered and or unqualified Referees.

(c) Referees under the age of 16 must not participate either as a Referee or Assistant Referee in any open age competition. This also applies to those mentioned in regulation 1(a) regarding unregistered and/or unqualified Referees.

(d) The Association will advise Affiliated Associations annually of those Competitions, and the recognised Leagues and divisions, which have been granted Step 5/6 Leagues status.

(e) A Competition acting alone may not suspend a Match Official from its List at any time during the playing season (such power resting solely with The Association, Affiliated Association or Service Association as appropriate under Regulation 7 below). A Competition can only remove a Match Official from its List during the season with the written approval and permission of the Association or the Parent Association of the Match Official. A Competition may remove a Match Official from its List as part of the Annual Review and must provide reasons for the removal to the Parent Association of the Match Official.

(f) The practical performance on the field of play of Match Officials officiating at Step 5/6 Leagues and above shall be appraised and reviewed during and at the end of each marking season. Competitions at Step 5/6 Leagues and above are responsible for informing Referees of their performance at regular intervals during the season. Competitions shall provide annually to The Association or Affiliated Association as appropriate a List of the Match Officials they have appointed with the Marks and Observer reports obtained in accordance with the requirements of paragraph 12 of these Regulations. All affiliated football clubs are to mark Referees on a scale of 1-100. An example of the marking Guide and form to be used in Step 5/6 Leagues is shown at Appendix A. Similarly an example of a marking guide and form for all other affiliated football is shown at Appendix B.

(g) A Match Official may appeal to the relevant Affiliated or Service Association, or where appropriate The Association, against a decision of a Competition to remove or suspend the Match Official from its List.

(h) A Competition shall not have the power to act in relation to the Registration of a Referee. Any allegation of behaviour alleged to constitute a breach under Regulation 7 (a)( i) or (ii) below must be reported to The Association, Affiliated Association or Service Association in accordance with Regulation 7 (c) below.

(i) Match Officials' Fees and Expenses are set or approved by Affiliated Associations. Match Officials officiating in competitions at Step 5/6 Leagues and above may not receive any other financial reward or incentive based on their on field of play performances from any Affiliated Association or Competition, other than the set fees and expenses.

(j) A Competition may add a new referee to its List for a period not exceeding 6 months, on a probationary basis. By the end of this period of time, the Competition must either confirm the referee as an addition to its List or inform the Parent Association of the Match Official that it will no longer offer them appointments.

## **6. TRAINING**

(a) The Association shall identify the training requirements of Referees at all levels and be responsible for accrediting courses of instruction to meet those requirements.

- (b) Referees will be required to attend accredited training at intervals determined by The Association. Only training delivered by accredited or approved Referee tutors will be valid.
- (c) Training may be delivered, at the appropriate levels, in conjunction with Affiliated Associations, Match Officials' associations or the Referees' Association by Referee tutors accredited or approved by The Association.

## **7. CONDUCT OF REFEREES**

- (a) The Association, Affiliated Association or Service Association, as appropriate, shall have the power to act at any time in relation to the registration of a Referee who has:
  - (i) less than proficiently applied the Laws of the Game; or
  - (ii) committed a technical irregularity; or
  - (iii) proved to have been concerned as an agent for a Club or a Player in the transfer or attempted transfer and/or engagement of a Player; or
  - (iv) wilfully mis-stated his/her age, or, date of birth; or
  - (v) as a player, violated the Laws of the Game to such a degree that a Regulatory Commission or a Disciplinary Committee subsequently imposes a penalty of suspension from playing; or
  - (vi) been found to have committed an act of Misconduct (as defined in and) pursuant to the Rules of The Association or an Affiliated Association or Service Association; or
  - (vii) a Football Banning Order imposed on him or her; or
  - (viii) has not acted in the best interests of the game.
- (b) Only The Association, Affiliated Association or Service Association may act in relation to the Registration of a Referee. Such action may only be taken by its Referees' Committee. Where an alleged breach of Regulation 7(a) is committed by a Referee whilst acting as a Match Official in any capacity (on or off the field) the matter will be dealt with by a Referees' Committee or Commission thereof except where a charge is brought under FA Rule E. A Regulation 7(a) breach can only be subject to a charge under FA Rule E if brought by, or after consultation with, The Association. Where a charge is raised under FA Rule E, and in all other circumstances, the Referee will be dealt with by a Disciplinary or Regulatory Commission as any other Participant.
- (c) Any behaviour alleged to constitute a breach under 7(a) (i) or (ii) above must have been notified to, or otherwise come to the attention of The Association, Affiliated Association or Service Association within 14 days of the relevant incident(s) for such to be acted upon under 7(a).
- (d) A technical irregularity under 7 (a)(ii) above shall be any failure by a Referee to meet any requirement imposed on, or notified to, a Referee by The Association, Affiliated or Service Association as appropriate from time to time. A "technical irregularity" includes, but is not in any way limited to, any failure to comply with administrative requirements imposed on a Referee such as the requirements to file reports, answer correspondence, attend match venues or Regulations for the Registration Handbook and Control of Referees 350 disciplinary or regulatory hearings at a particular time, etc or any breach of Regulation 10 or 13.
- (e) Where a Referee is alleged to have breached 7(a) (i) – (viii) above, the Referees' Committee shall advise the Referee, in writing, of the relevant allegation(s) and supporting

facts and state that the matter will be considered by the Committee or a duly appointed Commission thereof.

The Referee shall respond within 14 days and may either:

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

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

### **Guide to Procedures at Personal Hearings**

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

- (a) The allegation(s) will be read out to the Referee, who will be asked if the allegation(s) are admitted or denied.
- (b) Evidence in support of the allegation(s) to be called.
- (c) Evidence in response to the allegation(s) to be submitted by the Referee, who may, with the permission of the Referees' Committee or Commission, be accompanied by a representative. (Any such representative shall not be permitted to give evidence as a witness).
- (d) The Referees' Committee or Commission and the Referee (as appropriate) shall be entitled to ask questions of any witness giving evidence in support of the allegation(s). The Referees' Committee or Commission shall be entitled to ask questions of the Referee, who may give evidence in defence of the allegation(s). The Referees' Committee or Commission may draw such inferences as it considers appropriate from the failure of the Referee to give evidence or answer a question.
- (e) In the event of evidence submitted in answer to the allegation(s) disclosing a point which the Referees' Committee or Commission considers was not covered in the evidence of, or not put to, any witness in support of the allegation(s), the Referees' Committee or Commission may recall and ask questions of such witness. The Referee or relevant representative may also ask questions.
- (f) After the evidence has been completed to the satisfaction of the Referees' Committee or Commission, the Referee or representative shall be entitled to make submissions based upon the evidence, but this may not include reference to facts not disclosed in the evidence presented to the Referees' Committee or Commission. At the conclusion of the submissions all persons shall withdraw whilst the Referees' Committee or Commission considers the evidence and submissions presented to it and determines whether the allegation(s) has been proved or not. Regulations for the Registration Handbook and Control of Referees 351 After reaching a decision, the Referees' Committee or Commission shall recall the Referee and any representative, and announce whether the allegation(s) have proved or not proved.

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

(g) Where the Referees' Committee or Commission find the allegation(s) proved, it shall have the power to act in relation to the Registration of the Referee as it considers appropriate. This may include, but is not limited to, censure, a period of remedial training, suspension or removal of Registration.

(h) A Referee may be dealt with in the normal course as a participant for any alleged Misconduct (i.e. by a Regulatory Commission or another Disciplinary Commission as appropriate), in addition to having issues relating to the Registration as a Referee considered by The Association, Affiliated Association or Service Association through its Referees' Committee in relation to the same behaviour. In such cases, a charge of Misconduct shall be considered before any matter relating to the issue of Registration is dealt with by the Referees' Committee under Regulation 7 (a)(vi). Action in respect of the Registration of Match Officials appointed to Competitions of The Association and other Competitions including Step 3/4 Leagues and above in the Order of Precedence (Section 9) will be considered by the appropriate committee of The Association.

(i) In circumstances where it is considered appropriate, the Referees' Committee may order that the Registration of a Referee be suspended with immediate effect, pending determination of a charge of Misconduct or pending the determination of a charge under 7(a)(i) or (ii) above and in the latter case the reason for such suspension is to be notified to the Referee in writing and reported to the Commission hearing any resultant charge. 8.

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

(a) Where The Association or an Affiliated or Service Association, through its Referees' Committee, makes an order in relation to the registration or classification of a Referee there shall be a right of appeal by the Referee against the decision. Where the order is made under Regulation 7, the appeal procedure is outlined below. In all other cases the appeal shall follow the procedure determined by the appropriate body i.e. The Association, Affiliated Association or appointing authority.

(b) (i) Notice of an appeal against a decision of a Referees' Committee or Commission thereof made under Regulation 7 must be lodged with The Association or appropriate Affiliated Association within 14 days of notification of the decision appealed against, accompanied by a fee as determined by The Association.

(ii) An Appeal shall be considered by an "Appeals Panel" comprising Members of the Council of The Association or appropriate Affiliated Association established specifically to deal with appeals from decisions under Regulation 7, none of whom shall have been party to the original decision. A decision of the Appeals Panel shall be final and binding.

(iii) The Notice of Appeal must:

- 1) identify the specific decision(s) being appealed
- 2) set out the grounds of appeal; and Regulations for the Registration Handbook and Control of Referees 352
- 3) set out a statement of the facts upon which the appeal is based.

(iv) The grounds of appeal shall be that the body whose decision is appealed against:

- 1) misinterpreted or failed to comply with any rules or regulations relevant to its decision; and/or
  - 2) came to a decision to which no reasonable such body could have arrived at; and/or
  - 3) made an order, which is excessive.
- (v) The Appeals Panel may adopt such procedures as it considers appropriate and expedient for the just determination of an appeal brought before it, and shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a court of law. The following is set out as a guide to the conduct of a hearing before the Appeals Panel:
- (1) The Appellant to address the Appeals Panel, summarising its case;
  - (2) The Respondent to address the Appeals Panel, summarising its case;
  - (3) The Appeals Panel may put questions to the parties at any stage;
  - (4) The Respondent to make closing submissions;
  - (5) The Appellant to make closing submissions;
  - (6) The Appellant and the Respondent to withdraw whilst the Appeals Panel considers the submissions and determines the matter.
  - (7) The Appellant and the Respondent to be recalled and the decision and any orders consequential to it announced to both parties. Alternatively, where it considers it appropriate, the Appeals Panel may decide not to announce its decision, but make it known at a later date, in writing. In any event, the Appeals Panel shall publicise a written statement of its decision (see 8(b)(ix) below).
- (vi) The Appeals Panel shall proceed in the absence of any party, unless it is satisfied that there are reasonable grounds for the failure of the party to attend, and shall do so in such manner as it considers appropriate.
- (vii) A decision of the Appeals Panel shall be final and binding and there shall be no right of further challenge.
- (viii) The Appeals Panel shall have power to:
- (1) allow or dismiss the appeal; or
  - (2) remit the matter for re-hearing by the Referees' Committee; or
  - (3) exercise any power which the body against whose decision the appeal was made could have exercised; or
  - (4) make any further or other order considered appropriate, either generally, or for the purpose of giving effect to its decision. Any fee may be returned or forfeited, in whole or in part, at the discretion of the Appeals Panel, who shall also have the power to determine by whom the costs of the appeal shall be borne.
- (ix) As soon as practicable after the hearing, the Appeals Panel shall publish a written statement of its decision, which shall state:
- 1) the names of the parties, the decision(s) appealed against and the grounds of appeal; Regulations for the Registration Handbook and Control of Referees 353
  - 2) whether or not the appeal is allowed; and
  - 3) the order(s) of the Appeals Panel. The written statement shall be signed and dated by the chairman of the Appeals Panel and be the conclusive record of the decision.

## 9. APPOINTMENTS

(a) Registered Referees shall not officiate in any Competition, which is not sanctioned, or match in which unaffiliated clubs compete.

(b) The "Order of Precedence" of appointments, whether as a Referee or Assistant Referee shall be as follows:

(1) The FA Challenge Cup Competition and The FA Women's Challenge Cup Competition (Fourth Round Proper onwards);

(2) The Premier League;

(3) EFL;

(4) The FA Women's Super League and The FA Women's League Cup;

(5) The FA Challenge Trophy Competition;

(6) The FA Challenge Vase Competition;

(7) Affiliated Association Cup Competitions\*

(8) Step 1 List and Step 2 List and The FA Women's Championship;

(9) The FA Youth, FA County Youth Challenge Cup Competitions and The FA Women's Challenge Cup (prior to Fourth Round Proper).

(10) Step 3/4 Leagues, National League Systems Cup and FA Sunday Cup

(11) Step 5/6 Leagues (including selected Step 7 divisions)

(12) Senior County Leagues

(13) Intermediate County League

(14) Women's National League and Cup

(15) Women's Regional League and Cup

(16) County Junior Leagues

(17) County Women's Leagues and Cup

(18) All other competitions, including Youth Competitions

\*Affiliated Association appointments only take precedence over National League System, The FA Youth and FA County Youth Challenge Cup Competitions appointments if the appointment is in the Affiliated Association's nominated Senior Cup Competition or in the Semi-final and/or Final of any other Affiliated Association Competition whether the appointment is as a Referee or an Assistant Referee.

\*\*Fourth Officials where appointed do not form part of the Order of Precedence and usually do not take precedence over an active appointment.

(c) Referees must attend personal hearings when required to do so. At Step 3/4 Leagues or above Match Officials' appointments already received, take precedence over requests to attend personal hearings. On receipt of notification of a personal hearing Referees must close the date with all appropriate competitions.

(d) Where release from an appointment is required to enable a Referee to take a more senior appointment at least four days' notice must be given to the relevant Affiliated Association or competition by the association or competition requesting the release. Where fewer than four days' notice is given, The Association or Regulations for the Registration Handbook and Control of Referees 354 Competition must obtain permission from the Affiliated Association or Competition for the Referee to be released.

(e) Once The Association or an Affiliated Association has appointed a Match Official if, subsequently, the match is postponed, abandoned or results in a draw and the rearranged



fixture is then scheduled to take place less than four complete days from the date of the original match, The Association or Affiliated Association appointment will take priority over any other appointment already accepted by the Referee from a competition lower in the order of precedence, unless The Association or Affiliated Association waive their right to the services of the match official so appointed.

(f) "Fourth Officials" are appointed to certain rounds of FA Competitions, Premier League and EFL matches and associated Competitions, and the Step 1 List Competitions. The duties and responsibilities of the Fourth Official are detailed in the Laws of the Game and in the Competition Rules. Such appointments form part of the Order of Precedence within the Competitions listed above.

(g) Reserve Assistant Referees may only be appointed in FA, Premier League and EFL Competitions, with the approval of The Association. They have no duties other than to replace an official who is unable to officiate.

(h) With the exception of appointments made by The Association, Referees must obtain permission from their Parent Association (or County Association), or The Association in order to officiate in matches outside the United Kingdom.

## **10. CONFLICTS OF INTEREST**

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

## **11. REFEREES' UNIFORMS**

(a) All Match Officials in Competitions under the jurisdiction of The Association and Affiliated Associations must wear uniforms comprising a plain shirt which shall be almost entirely black with a white or black collar and black shorts. Socks will be black; the sock top will be black, white or the colour of the shirt or its collar. Affiliated Associations may give permission for Referees to wear non-black shirts in a Competition which the Affiliated Association organises and/or sanctions. The shirt(s) must be almost entirely of a single colour. Where a Competition appoints neutral assistant referees, only one non-black coloured shirt is permitted; the colour must be designated and competition rules must ensure that the match officials can wear black or the designated colour without clashing with the Players.

(b) Headgear may be worn in extreme weather conditions. It must be plain black and not restrict the vision of the Match Official.

(c) The following Competitions may be exempt from (a) above, on application to The Association subject to the conditions below:

- The FA Women's Super League and The FA Women's Championship
- The Premier League
- EFL
- Competitions with Step 1 List, Step 2 List, Step 3/4 Leagues and Step 5/6 Leagues Status

Application must be submitted annually prior to 1 May for the following season. Approval will be considered only for shirts that are almost entirely of a single colour Regulations for the Registration Handbook and Control of Referees 355 and where the competition confirms to The Association that all Match Officials will be provided with shirts, shorts and socks free of charge.

(d) Match Officials officiating in FA Competition matches are required to wear the FIFA or Football Association badge (where awarded) or the badge of their Affiliated Association. No other competition badge should be worn.

(e) Advertising and branding on Match Officials' uniforms must be in accordance with The Association's Kit & Advertising Regulations relating to advertising on the clothing of Players, Club Officials and Match Officials.

## **12. RETURNS**

(a) Annually, in accordance with the instructions of The Association issued from time to time, competitions shall provide to The Association or appropriate Affiliated Association lists of Match Officials used. Such lists shall include the marks awarded by clubs, and Observer reports where appropriate, during the specified period, together with any other information required.

(b) Not later than the date decided by The Association, Affiliated Associations shall nominate suitable Referees for consideration by The Association for selection to the Step 3/4 Leagues Assistant Referees List.

(c) Competitions that are required to administer fitness tests must submit the results to The Association and the Referee's Parent Affiliated Association.

## **13. CODES OF CONDUCT**

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

## **14. REPORTING MISCONDUCT**

(a) Referees must submit full details on all matters of misconduct, sendings off and cautions only to the appropriate Association or Affiliated Association responsible for administering misconduct and not to any other organisation or Competition.

(b) Referees may include on the normal Competition match report forms the names and club details of those personnel reported for misconduct but must not include any details of the incident and for all on-field offences they can only report the name of the player/players cautioned/sent off, the club, the time of offence and the relevant FA offence code.

(c) Should any match official be approached to supply any details, they should immediately report the matter to the Association or Affiliated Association.

## GUIDE TO MARKING

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

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

### Notes

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

## HOW TO DECIDE ON THE REFEREE'S MARK

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

### CONTROL AND DECISION MAKING

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

### COMMUNICATION AND PLAYER MANAGEMENT

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

## **FINAL THOUGHTS**

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

**APPENDIX A**  
**CLUB REPORT ON MATCH REFEREE**

(Supply League)

Form to be completed after every match

Date: .....

Competition: .....

Home Club

Away Club

.....

V

.....

Referee: .....

**Referee's Performance:**

Please tick appropriate box

**a) Overall control**

Disappointing ☐ Reasonable ☐ Good Excellent ☐

**b) Overall decision making**

Disappointing ☐ Reasonable ☐ Good Excellent ☐

**c) Communication and Player Management**

Disappointing ☐ Reasonable ☐ Good Excellent ☐

Mark out of 100

Section 3: Additional Comments (Continue Overleaf if necessary)

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

Name (please print): .....

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

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

## APPENDIX B CLUB MARKING OF REFEREES

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

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

Home Club

Away Club

..... V .....

Referee: .....

Overall control and decision making:

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

A mark between 91-100 would be regarded as 'excellent'

A mark between 71 and 80 would represent the standard expected

Our club awards an overall mark of  out of 100

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

(Signed): .....

(Secretary): .....

Club: .....

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

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

### **Allocation to Leagues**

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

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

### **Appointments**

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

### **Benevolent Scheme**

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

### **County Football Association Badge**

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

### **County Football Association Handbook**

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

### **General Advice**

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



### **In-Service Training**

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

### **Laws of the Game**

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

### **Legal Advice**

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

### **Liaison with the National Referee Managers**

Affiliated Associations should make every use of the services of the National Referee Managers in the support of its responsibilities for registered Referees as outlined in this Memorandum.

### **Licensed Referee Tutor Courses**

Affiliated Associations should identify those candidates it considers suitable to attend Licensed Referee Tutor Courses in accordance with the criteria notified by The Association from time to time. The Association makes financial provision for these courses.

### **Mentor Scheme**

Affiliated Associations are required to provide Mentor support for Referees undertaking the Referee Course (previously the Basic Referee Course). It is recognised that mentoring is an aid to retention and Affiliated Associations are encouraged to extend the service to other Referees wherever possible.

### **Monitoring of Financial Provision**

Affiliated Associations are required to develop and produce a County Development Plan linked to the National Game Strategy which details key initiatives and targets to support recruitment, retention and development of Referees as well as offering details on the financial support provided by The Association. Returns are to be submitted to The Association upon request.

### **Nominations to the Contributory League List**

Affiliated Associations are required to nominate eligible and suitable Referees to join the Contributory League Assistant Referees List from their Senior County Referees on request

from The Association's Refereeing Department. Those Referees who are nominated for consideration to the Contributory League Assistant Referees List must have successfully completed the required fitness test as determined by The Association's Referees' Committee from time to time.

### **Personal Accident Insurance**

Affiliated Associations are encouraged to investigate the need for Personal Accident Insurance for Referees.

### **PGMOL**

The Professional Game Match Officials Ltd is responsible for officials operating in the Premier League, EFL and Panel Leagues.

### **Promotion and Assessment Scheme**

Affiliated Associations are responsible for the promotion of Referees up to Level 5 - Senior County Referee, in accordance with the Regulations for the Registration and Control of Referees, by ensuring that Referees are active at the appropriate Level and are regularly assessed. The promotion assessment scheme is part funded by The Association. Senior County Referees and below, outside the promotion scheme, who are administered by their Parent Association should be regularly assessed for development purposes.

### **Public Liability Insurance**

A minimum of £5 million, as recommended by The Association, cover for public liability insurance.

### **Recruitment and Training of New Referees**

The recruitment and training of new Referees is an important area which Affiliated Associations have responsibility towards the development of the future of the game. The Association supports this with provision of financial and material support.

### **Referee Discipline**

The Regulations for the Registration and Control of Referees devolve the responsibility for Referee discipline, of those Referees not operating on the National List of Contributory League Officials or above, to the Referee's Parent Association. Where an alleged offence is committed by a Referee whilst acting as a Match Official in any capacity (on or off the field) the matter will be dealt with by a Referees' Committee or Commission thereof, except where the charge relates to FA Rule E. In this and all other circumstances the Referee will be dealt with as any other Participant. Referees should be made aware of the process by which any acts of misconduct, or indiscipline in relation to their registration, will be dealt with by the Affiliated Association.

### **Registration**

Registrations for Referees must be in accordance with the Regulations for the Registration and Control of Referees as amended by The Association from time to time. Affiliated

Associations will collect the National Registration fee and, where appropriate, any Associate Referee fee levied by them for Referees administered by another Affiliated Association. Except where determined otherwise, Affiliated Associations will be responsible for the provision of CRC and any other checks on Referees as decided by The Association.

### **Safeguarding Children Training**

In accordance with the Rules of The Association, every participant in a position of trust e.g. coach, referee, medic, welfare officer etc... is required to undergo Safeguarding Children Training. The Association's Referees Department and Equality and Child Protection Unit will provide appropriate guidance.

### **Schools of Excellence and Referee Academies**

Affiliated Associations are strongly encouraged to include a School of Excellence (or Referee Academy) for referees.

### **Transfers**

Affiliated Associations are responsible for ensuring that Referees who move to another administrative area are notified to the receiving Association. On receipt of that notification, the receiving Affiliated Association should ensure that the Referee is made aware of the refereeing activities in the County

### **Amendments to Red Card Reporting**

Currently Referees across the game at all levels when dismissing a player from the field of play are required to write a detailed report of the offence when reporting the dismissal.

The purpose of this report is largely historic and relates to when Players were able to appeal a dismissal and attend a Personal hearing to challenge the report. The move at grassroots level from term based discipline to match based discipline prevented personal hearings for red card offences and was replaced with the wrongful dismissal process.

The requirement to report the detail of the dismissal is not necessary for the Wrongful Dismissal process that now applies at all levels of the game and in fact contributes to confusion as to the purpose of that process.

The ability to claim a Wrongful Dismissal applies where a Club can demonstrate that the decision to send off a player for the offence committed was obviously wrong.

Clubs often concentrate their submissions on perceived errors in the detail of the report rather than whether the decision to send off for the offence was or was not correct. The onus is on the Club to show that the referee was obviously wrong in the dismissal offence and where they cannot satisfy that burden any claim should fail.

It has therefore been agreed to amend the reporting process with effect from the start of the 2018/19 season to operate the same as reporting yellow card offences. This change will apply at all levels of the game.

Therefore, the referee is only required to report the red card offences as laid out in the laws of the game as follows:

- S1. Serious Foul Play
- S2. Violent Conduct
- S3. Spits at an Opponent or any other person
- S4. Denying the opposing player an obvious goal scoring opportunity by deliberately handling the ball
- S5. Denies the opposing player an obvious goal scoring opportunity by an offence punishable by a free kick or penalty kick
- S6. Uses Offensive, insulting or abusive language
- S7. Receives a second caution in the same match (This offence also requires the referee to report the caution offence for each caution)

Offences of S2 – Violent conduct will be categorised further with the following categories:

- S2 – Violent Conduct - Head to Head contact
- S2 – Violent Conduct - Elbowing
- S2 – Violent Conduct - Kicking
- S2 – Violent Conduct - Stamping

- S2 – Violent Conduct – Striking
- S2 – Violent Conduct – Biting
- S2 – Violent Conduct – Other Unspecified Behaviour\*

(\* A free text field to capture other Unspecified Behaviour will be available if this option is selected).

There will be no requirement to write any further details for dismissals. This will save the referees time in reporting and avoid supplying unnecessary detail surrounding the offence.

It should be noted that both MOAS and WGS Portal are being amended to permit this change.

### **Extraordinary Reports**

Referees will still be required to write details surrounding extraordinary incidents in the following circumstances.

- a. Where the dismissal offence has a more serious impact than the dismissal itself, the referee will be required to submit the dismissal offence as normal and then add a supplementary extraordinary report clarifying why the dismissal was exceptional. Such examples would be where the offence committed included an aggravated breach such as discriminatory language or behaviour (homophobic, sexist or reference to race/colour/religion/ethnicity etc.) or here there was a serious injury caused by the act of violent conduct.
- b) Where further misconduct happened following the dismissal such as the player refusing to leave the field of play or committed other further acts of misconduct following the dismissal.
- c. Where the offences committed were by non-playing staff or spectators.

**THE FOOTBALL ASSOCIATION  
PAYMENT TO NON-CONTRACTED PLAYERS**

**IMPORTANT**

A non-contracted player may have paid for him or have refunded to him:

- |     |  |
|-----|--|
| (a) | Travelling or other necessary expenses, actually incurred by him in travelling from and to his home or work, for the purpose of playing a match.   |
| (b) | Hotel expenses, ie necessary meals during the day and sleeping accommodation, if absent for more than the day, during the actual and necessary absence from home, for the purpose of playing in a match. |

Extravagant, unnecessary expenses must not be paid by a Club, and every Player must give the Secretary of his Club a detailed statement of expenses incurred with a receipt for the sums paid to him. It is the duty of the Club Secretary to ask for such statement and receipt and to keep the same for production at any time.

**EXTRACT FROM FA RULES**

No competition matches may be played after 31st May. Practice matches between teams of the same Club may be played with the consent of the Association during the 14 days immediately prior to the playing season. Six a side and similar irregular Competitions at which gate money is taken are forbidden unless the consent of the Association has been obtained.

**SPECIAL NOTES**

The Council very specially remind ALL clubs that they will be held responsible for the conduct of their Officials, Players and Spectators.

Every Officer, member of Club and Player is required by the Football Association Limited laws to take every precaution necessary to prevent spectators insulting, threatening or assaulting Officials or Players, either during or at the conclusion of matches.

Misconduct towards a Referee AWAY FROM the field of play will be dealt with just as if the offence had been committed ON THE FIELD.

## **Advice for Clubs for dealing with Finance**

Sadly, a number of clubs have difficulties with their club finances and in some extreme cases even have their monies misappropriated by members of their club. We have been offered the following advice by Malcolm Alexander of Bluefin, on what options your club might look to employ. Please be advised that this list is not exhaustive nor is it fool proof and clubs would be wise to be vigilant at all times in regards to their finances.

### **Dishonesty**

Clubs are particularly vulnerable to lapse of control of money passing through the club. Club officers and members tend to know each other well, which can lead to a higher level of trust and make persons less alert to the possibility of dishonesty.

Fraud can happen in the most consciously run organisation, and often perpetrated by people least suspected. Intentional deception, misappropriation and manipulation of funds can and does occur.

Ensuring adequate controls are in place is an important responsibility and must not be ignored.

Things to do to minimize the chances of a loss:

- Current cash and money handling system to be reviewed annually.
- Control procedures should be written to ensure they are applied; the procedure to be reviewed at annual audit time.
- Annual audit by an external auditor.
- Change auditor every few years.
- Statement that the club does not tolerate theft or fraud.
- Segregation of club duties to reduce the opportunity of any person to commit and conceal errors or irregularities. Invoicing and payments to be authorised by someone other than the Treasurer.
- Monthly statements.
- All money received to be recorded and banked within 7 days.
- All cheques shall have 2 manually applied signatures to be added after the amount has been inserted.
- Cheque stubs to be countersigned by a third person to ensure authenticity.
- Bank statements checked at least monthly and made available for inspection at monthly committee meetings.
- For larger clubs, employing bar staff and other staff, obtain written references for previous 3 years.

These are just a few things that can be done to minimise the risk of a loss of clubs by dishonest means.

**Malcolm Alexander.**

**Divisional Director Bluefin Sports**