

## **RULES OF THE FA CHALLENGE TROPHY COMPETITION (“the Competition”)**

### **1. CONTROL OF COMPETITION - RULES AND REGULATIONS**

- (a) The ownership, organisation, control and management of the Competition and any rights associated with it of any nature shall be vested entirely and exclusively in The Association.
- (b) The National Game Board shall have power to make, delete and amend regulations for the organisation, control and management of the Competition as it, from time to time, deems expedient (the “Competition Rules”) subject only to the authority of The **Association** Board where such matters relate to financial or commercial matters. Unless explicitly provided for within the Competition Rules definitions of terms used within the Competition Rules are those included within the Rules of The Association for the relevant season.
- (c) All Participants participating in any way in the Competition shall be bound by and comply with the Competition Rules (and any rules or regulations issued pursuant to the Competition Rules).
- (d) The National Game Board shall have the power to make decisions on all matters arising out of or in relation to the organisation, control and management of the Competition (including as to eligibility and qualification) which shall be final and binding on all Participants in the Competition. In relation to these and any other matters in relation to the Competition but not specifically mentioned in the Competition Rules, the National Game Board shall have the power to take such action and make such decisions, orders, rulings and impose such penalties as it deems necessary and following such procedures as it considers appropriate and such shall, subject to Rule 31, be final and binding on all Participants. In considering such matters, the National Game Board shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceeding before a Court of Law.
- (e) The National Game Board may, at its sole discretion, appoint from time to time a Committee to take such action and make such decisions, orders, and rulings and impose penalties on its behalf which shall be deemed decisions of the National Game Board
- (f) A Club participating in the Competition shall have only such rights in relation to the Competition (and any match in the Competition) as are expressly granted to the Club under the Competition Rules or by The Association in writing.
- (g) In addition to any other action or penalty, The National Game Board shall have the power to disqualify any competing Club, or Player for any competing Club(s), which it determines to have breached the Rules of The Association or the Competition Rules (and any rules or regulations issued pursuant to the Competition Rules), and the decision of the National Game Board shall, subject to Rule 31, be final and binding.

### **2. CONTROL OF COMPETITION - COMMERCIAL CONTRACTS**

- (a) In relation to each match in the Competition, The Association shall itself be exclusively entitled to, or otherwise to authorise or grant to others, rights of access to and attendance at the ground of the Home Club (“Access Rights”) for the purposes of transmitting or filming or otherwise recording on or by any media, any audio and/or visual materials depicting or describing all or any part or parts of a match (the “Copyright Materials”).
- (b) In relation to each match in the Competition, The Association shall itself be exclusively entitled throughout the world, or to grant to or otherwise authorise others:
  - (i) on a live, delayed, recorded or highlighted basis to broadcast or otherwise transmit by any method whatsoever (now known or hereinafter devised) the Copyright Materials by way of any and all forms of television or similar technology (now known or hereinafter devised) including, without limitation, free to air television, pay television, pay per view, “not-video-on-demand” internet or other on-line media and “video-on-demand” (the “Television Rights”).
  - (ii) on a live or delayed basis to broadcast or to otherwise transmit the Copyright Materials (or audio) by way of radio broadcast or internet, or other on-line media or similar technology (now known or hereinafter devised) (the “Radio Rights”).

- (iii) to use, sell, publish, distribute and otherwise exploit the Copyright Materials in any manner whatsoever including, without limitation, clip licensing, videos, videograms, CD Rom, CDI, internet or other on-line media (the "Footage Rights").
- (c) In relation to each match in the Competition, The Association shall be exclusively entitled, either by itself or to authorise others, to use sell or otherwise exploit all commercial and other marketing rights associated with the Competition including, without limitation, fixture list copyright, sponsorship, supplier rights, licences or other commercial arrangements (the "Marketing Rights").
- (d) Clubs shall comply with the terms of all contracts entered into by The Association from time to time in relation to Access Rights, the Television Rights, the Radio Rights, the Footage Rights and the Marketing Rights (collectively the "Commercial Contracts") in relation to the Competition.
- (e) Clubs shall provide access to grounds and provide all other rights, facilities and services as may be necessary to enable The Association to fulfil the Commercial Contracts.
- (f) The Clubs acknowledge that The Association may issue more detailed rules and regulations regarding the provisions of the Commercial Contracts (including, but not limited to in relation to, broadcasting, perimeter board advertising, interview backdrops, centre circle banners, side of goal mats, substitute/added time boards, tickets and match programmes) and the Clubs agree that they shall be bound by such rules and regulations as amended from time to time by The Association.
- (g) Each Club undertakes to indemnify and keep indemnified The Association and its officers, directors, employees and authorised representatives from and against any claims for direct or consequential loss or damage by any party to a Commercial Contract caused or otherwise attributable to any failure or any breach by the Club fully to perform or observe its obligations and responsibilities under these provisions.
- (h) Nothing in the above shall be construed or interpreted so as to prevent or restrict Clubs, subject to applicable FIFA, UEFA or other rules or regulations or decisions of The Association, from entering into commercial arrangements in relation to matches in the Competition which do not in any way conflict with the Commercial Contracts and duties of Clubs as set out herein (and in any other rules or regulations issued by The Association in accordance with this paragraph).
- (i) In relation to the Commercial Contracts, The Association shall make provision for payments to Clubs as it shall from time to time consider appropriate.

### **3. NAME / LOGO AND IMAGES OF THE COMPETITION AND IMAGES OF THE TROPHY**

- (a) The Competition shall be called 'The Football Association Challenge Trophy' and should be marketed under the title 'The FA Trophy' (the "official title") unless determined otherwise by the National Game Board from time to time.
- (b) Each Club shall include the Official Title at least once on all (if any) materials produced by or on behalf of it which relate to the Competition (including, but not limited to, tickets, programmes, press releases and (where possible) scoreboard displays) and (where possible) shall refer to the Official Title at least once over (any) public address system operating on the day of each FA Trophy match.
- (c) The Association shall from time to time issue a FA Trophy Logo. The FA Trophy Logo may incorporate branding for the lead FA Trophy sponsor.
- (d) In the Competition Proper, each participating Club shall include The FA Trophy Logo on all FA Trophy communication materials produced by on or behalf of it (including, but not limited to, the front page of each FA Trophy match programme, match tickets (if it is not possible to include The FA Trophy Logo on tickets the Club shall include a reference to the Official Title), fixture posters, stadium giant screens (if any) and Club websites).
- (e) The Association may from time to time issue images of The FA Trophy to Clubs.
- (f) If a Club which wishes to use an image of The FA Trophy it shall use the image issued by The Association and will follow any directions issued by The Association in relation to the use of such image.

### **4. ORGANISATION OF THE COMPETITION**

- (a) The Competition shall consist of all the Clubs entered in accordance with these Competition Rules.
- (b) Clubs may be exempted by the National Game Board.
- (c) The National Game Board shall determine the rounds to be played on a geographical basis.

## 5. ELIGIBLE CLUBS

- (a) Participation in the Competition shall be open to the first team only from Clubs taking part in the National League, Isthmian Football League, Northern Premier Football League and Southern Football League.
- (b) Entries from Clubs affiliated to off-shore Associations in Steps 1-4 of The FA National League System will be considered on an annual basis and, if accepted, special provisions may apply to such Clubs as contained in Appendix 2.
- (c) The National Game Board may reject the application of any Club to participate in the Competition at its entire discretion.
- (d) A Club which has been allowed to participate in the Competition may not assign or otherwise transfer the ability/right to participate without the prior written approval of the National Game Board. A request for transfer must be in writing, setting out the details of the intended transferee and the reason for the transfer. The decision whether or not to approve a transfer shall be made by the National Game Board in its absolute discretion. In considering a request for transfer the National Game Board may assess the request from any Club allowed to participate in the Competition in relation to the minimum requirements set out at Rule A 3 (g) of The Association for that season. The National Game Board may use the requirements of Rule A 3 (g) and any other conditions in its absolute discretion in deciding whether to approve the request. A transfer shall be granted only on the condition that the transferee shall be treated for the purposes of these Competition Rules and the Rules of The Association as being the same entity as the transferor.
- (e) If a Club is removed from the League in which it is playing or its League fixtures are suspended, once it has been accepted into the Competition, The National Game Board has the power to remove the Club from the Competition.
- (f) If any Club or Parent Undertaking (as defined at Section 1162 Companies Act 2006) of that Club when applying to enter the Competition, or at any time during the course of the Competition becomes subject to any of the following insolvency events:
  - (i) enters into a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act 1986 ("the 1986 Act") or a compromise or arrangement with its creditors under Part 26 of the Companies Act 2006 or any compromise agreement with its creditors as a whole; or
  - (ii) lodges a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court in accordance with paragraph 26 or paragraph 29 of Schedule B1 to the 1986 Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the 1986 Act (other than paragraph 12(1)(c)) or where an Administrator is appointed or an Administration Order is made ("Administrator" and "Administration Order" having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the 1986 Act); or
  - (iii) an Administrative Receiver (as defined by section 251 of the 1986 Act), a Law of Property Act Receiver (appointed under section 109 of the Law of Property Act 1925) or any Receiver appointed by the Court under the Supreme Court Act 1981 or any other Receiver is appointed over any assets which, in the opinion of the National Game Board, are material to the Club's ability to fulfil its obligations under the rules of the Competition; or
  - (iv) shareholders pass a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
  - (v) a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
  - (vi) a winding up order is made by the Court under section 122 of the 1986 Act or a provisional liquidator is appointed under section 135 of the 1986 Act; or

- (vii) Ceases or forms an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by the National Game Board; or
- (viii) Being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in (i) to (vii) above;

that Club must notify the National Game Board immediately in writing. The National Game Board will (at its absolute discretion) then decide whether to accept the application and/or allow that Club to continue to compete in the Competition and may set any terms and conditions in relation to that Club's ongoing participation in the Competition.

## 6. ENTRY DATE

- (a) A Club wishing to participate in the Competition must complete the application and payment process on or before 1 April in the season previous to the season in which such Club proposes to compete in the Competition. A Club that is either a Full or Associate Member of The Association who fail to pay The Association's Membership subscriptions by 1 August may be subject to removal from the Competition.
- (b) Clubs entering the Competition will be required, on the closing date for entries to have the following documentation available:
  - Up to date set of statutory accounts, signed by an independent, qualified accountant.
  - For limited companies, these accounts must have been filed at Companies House by the required due date.
  - Minutes of the Club's General Meeting at which these accounts were approved by the Members.
  - An up to date set of Memorandum and Articles/Club Rules.

Clubs may be required to submit this documentation to The Association at any stage. Clubs found to have failed to adhere to these Regulations may be subject to sanction by The Association.

## 7. PROVISIONS FOR WITHDRAWING FROM THE COMPETITION

- (a) Any Club intending to withdraw from the Competition must notify its intention to do so to The Association and the opposing Club, not less than eight days before the date fixed for playing the match.
- (b) A Club failing to comply with this shall be reported to the National Game Board, who shall have power to compel such offending Club to pay the expenses incurred and to take such other action as the National Game Board considers appropriate.
- (c) If a Club decides to withdraw from the Competition after a drawn, postponed or abandoned match, notice must be given to The Association and its opponent at the end of the match.
- (d) A Club failing to give satisfactory reason for withdrawing from the Competition shall in addition to any other action considered appropriate not be allowed to enter the Competition in the following season and shall be liable to such fine as the National Game Board considers appropriate.
- (e) **Where a Club fails to fulfil any fixture the National Game Board shall take such action as it deems appropriate.**

## 8. DRAWS FOR ROUNDS AND KICK OFF TIMES

- (a) The Clubs competing in each Round of the Competition shall be drawn in couples. The couples shall play a match subject to the Laws of the Game. The winners will compete in the next Round, the ties of which will be drawn in the same manner. This shall be continued until the Final of the Competition.
- (b) After the draw for each Round is made, notice shall be given to each Club of the name of its opponent Club, and the date and time when the match shall be played. All matches in each Round shall be played on such date as the National Game Board shall determine.

- (c) The time of kick-off shall be 3.00pm for matches on a Saturday or Sunday and 7.45pm for weekday matches unless mutually agreed otherwise, subject to the approval of the National Game Board. In any event, the National Game Board shall have the power to order that a kick-off time is changed, as it deems appropriate. Any late kick-off shall be reported by the Referee to The Association and the National Game Board shall have power to impose a fine.
- (d) **If, at the request of the Police and/or local enforcement authority, a match cannot be played on the Saturday date fixed for the playing of the Round, then that match will be automatically rescheduled to 3.00pm on the following day (Sunday) unless directed otherwise by The Association.**
- (e) Immediately following publication by The Association of the draw for each Round, the Club first drawn must communicate with the opposing Club to agree upon a date for any replay, in accordance with Competition Rule 11, and notify The Association of the date agreed by the two Clubs and other details by completing the Match Arrangement Form which must be received by The Association and away Club within seven days of the date of the Draw. The Match Arrangement Form is to be signed by a Director or Secretary of the relevant Clubs. The date for any replay agreed by the two Clubs remains subject to the further consent of the National Game Board in accordance with Competition Rule 11.

## 9. VENUE FOR MATCHES

- (a) *Venue*
  - (i) The venue for each Match (save for the Final which will be played at a venue selected by National Game Board) will be that of the first named Club unless the consent of the National Game Board has been obtained to any change of venue.
  - (ii) No monetary or other consideration shall be asked for, offered or paid in connection with negotiations for a change of venue.
  - (iii) A match shall not be played on a neutral ground without the consent of the National Game Board.
  - (iv) In the case of a replay, the match shall be played on the ground of the second drawn Club, unless the consent of the National Game Board has been obtained to any change of venue.
  - (v) In any event, the National Game Board shall have the power to order that any match be played on an alternative ground or date, including a Sunday, if it is considered appropriate and necessary. For ties switched from the ground of the first Club drawn, the National Game Board shall determine the financial conditions in which the tie shall be played.
- (b) *Protests Regarding the Suitability of Ground*
  - (i) A Club may protest to the National Game Board that the ground of the Home Club is unsuitable for the match. Such protest must be made to the National Game Board and must be accompanied by a fee of £250, which may be forfeited if the protest is not sustained.
  - (ii) The National Game Board shall have the power to consider the protest in such manner and following such procedures as it considers appropriate. The National Game Board may amongst other things order the match to be played on the ground of the protesting Club, or on a neutral ground. The payment of the costs incurred by either Club or The Association incidental to the protest shall be at the discretion of the National Game Board.
- (c) *Ground Sharing*

Clubs with ground sharing agreements must arrange for ties to be played on Friday, Saturday or Sunday. If a clash of fixtures occurs with the sharing Club or other Sport, if for any reason a tie is unable to be played on the ground of the first drawn Club on a Saturday, the tie must be played on either the day before, i.e. on Friday, or the day after, i.e. on Sunday on the ground of the first drawn Club. If Clubs are unable to agree on the date, then it will be played on the Sunday, unless the National Game Board decides otherwise. The decision of the National Game Board shall be final and binding.

## 10. DURATION OF MATCHES

- (a) The duration of each match shall be 90 minutes, except in special cases, provided for in these Competition Rules, where an extra 30 minutes shall be played. The Referee shall allow for time wasted or lost through accident or other cause. The Referee is the sole judge of allowance of time whether lost through accident or other cause and his decision on this matter is not subject to appeal.
- (b) The half-time interval shall be 15 minutes for all ties in the Competition.
- (c) Both teams shall enter the field of play together five minutes prior to the kick-off time, along with the Match Officials

## 11. EXTRA TIME AND KICKS FROM THE PENALTY MARK, REPLAYS, POSTPONED AND ABANDONED MATCHES (MATCHES PLAYED PRIOR TO THE SEMI FINALS)

### (a) *Extra Time and Kicks from the Penalty Mark in First Matches*

If a first match is drawn after 90 minutes, an extra 30 minutes may be played (15 minutes each way). The agreement for the playing of extra time shall be agreed in writing between both Clubs and confirmed in writing by the Home Club to The Association on The Match Arrangement Form which must be received by The Association within seven days of the date of the draw and notified to the Referee on the Official Team Sheet no later than 45 minutes prior to kick-off.

Clubs may mutually agree, and confirm on the Match Arrangement Form, to determine the winner of a first match drawn after extra time by taking kicks from the penalty mark in accordance with the International Football Association Board procedure. The agreed arrangement must be notified to the Referee not later than 45 minutes prior to kick-off.

### (b) *Replays*

- (i) The agreement between the Clubs for the replaying of matches in the Competition shall be subject to the approval of The **Association**.
- (ii) When a first match has resulted in a draw, it must be replayed on the following Thursday, unless the Clubs mutually agree to an earlier day.
- (iii) When a replayed match is drawn after 90 minutes, an extra 30 minutes shall be played and 15 minutes shall be played in each half.
- (iv) If the score is still level at the end of extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.

### (c) *First matches which are Postponed or Abandoned*

- (i) When a first match has been postponed, or is abandoned before the completion of 90 minutes and neither Club being at fault, it shall be played on the same ground on or before the following Thursday.
- (ii) If extra time has not been commenced or a match has been abandoned during extra time and neither Club being at fault, the result at 90 minutes will stand and the match shall be replayed on the ground of the Club second drawn on or before the following Thursday.
- (iii) If the match be drawn or again postponed or abandoned it shall be played as directed by The **Association**.
- (iv) Matches abandoned through the fault of the Clubs shall be dealt with by the National Game Board.

### (d) *Replays which are Postponed or Abandoned*

- (i) When a replayed match has been postponed, or is abandoned before the completion of 90 minutes and neither Club being at fault, it shall be played on the same ground as directed by The **Association**.
- (ii) When a replayed match has been abandoned at any stage after the completion of 90 minutes and neither Club being at fault, the match shall be further replayed. A coin shall be tossed, and the Club winning the toss of the coin shall have the choice of venue. The coin will be tossed by a Club Official in the presence of an Official of the

other Club at the first suitable moment after the abandonment. The match shall be played as directed by The **Association**.

- (iii) Matches abandoned through the fault of the Clubs shall be dealt with by the National Game Board.
- (e) The National Game Board shall have the power to vary these arrangements if it is deemed necessary.

## 12. REPORTING RESULTS

- (a) Each Club shall confirm the result of the match, with the names of their players competing and goal scorers, together with the marking of the Referee's performance to be received at The Association within two days of the match, Sundays not included.
- (b) Each Club shall communicate the result and other details as required to The Association and designated press agencies immediately after the end of the match, according to the instructions issued prior to the match.

## 13. FACILITIES AND EQUIPMENT

- (a) *3G Football Turf*

3G football turf may be used in the Competition provided conditions **(i) to (iii) below have been met (the "Performance Standard")**:

- (i) The pitch **must** be surfaced with 3G football turf that has laboratory type approval according to the FIFA Quality Concept for Football Turf (2012 & 2015 editions) – **to a minimum of FIFA Recommended One Star/Quality level** and **must** have satisfied the performance and construction requirements at the time of its **most recent** annual assessment.
- (ii) **The 3G football turf pitch must be listed on The Association's register of 3G football turf pitches by no later than 31 July prior to the commencement of the Competition.**
- (iii) **Where a 3G football turf pitch is not yet listed on The Association's register (for example if it is a newly installed pitch), a Club must obtain a Performance Test Certificate and submit it to The Association by no later than 31 July prior to the commencement of the Competition.**
- (iv) **The Association reserves the right to instruct a Club to have its pitch tested at any time in order to ensure that it meets the Performance Standard. All such tests shall be at the Clubs expense.**
- (v) **The Association may order a tie to be played at an alternative venue where it is not satisfied the pitch meets the Performance Standard.**
- (vi) 3G football turf, including run-offs, shall be one continuous playing surface and shall be green in colour **at least one metre from the outer edge of the touchline and goalline**. All line markings shall be in accordance with the Laws of Association Football.
- (vii) The home Club shall allow their opposition the opportunity to use the pitch and train on the surface two hours prior to the kick-off and there must not be another game or event on the pitch following the training period. If it is intended to water the pitch before the match, the pitch shall be watered prior to the training period.
- (viii) The Club using the 3G football turf shall advise their opposition at least 10 days before the match of limitations or recommendations on the types of boot or stud that may be used on the surface.
- (ix) The Club shall provide all necessary assistance and data relating to player assessments, injury records, maintenance etc as requested by The **Association**, FIFA or UEFA.

(b) *Ground Facilities*

- (i) Clubs must have a ground which conforms to a category 'E' Grade of The FA National Ground Grading (appropriate to Clubs seeking promotion from The FA National League System Step 5 to Step 4) or higher as contained in Appendix 1.
- (ii) A Club must have regular use of an enclosed ground where all home First Team League matches are played, where a charge for admission and the attendance must be taken in all matches in the Competition.
- (iii) Goal nets must be used in all matches.
- (iv) Glasses, glass bottles or cans containing alcohol are not permitted outside of the Clubhouse and must not be brought into grounds. No alcohol is to be consumed in the ground or premises during the period of any match, except as may be governed by the terms of the club licence with regard to its own members, but, notwithstanding such, no alcohol is to be taken or consumed outside the licensed clubhouse or any other authorised area during such match period or brought into the ground.
- (v) Public Liability Insurance must be in place.
- (vi) Goal Line Technology shall be available to assist the Match Official where a tie is played at a ground where Goal Line Technology is installed and the Match Official(s) have been trained in its use. Clubs shall comply with any protocol for use of Goal Line Technology issued by The Association from time to time, and for the avoidance of doubt neither The Association nor any Club or operator of a ground shall be liable for failure of Goal Line Technology where the relevant Goal Line Technology system otherwise complies with all applicable technical, maintenance and licensing requirements.

(c) *Playing Condition of the Ground*

- (i) Each Club must take every precaution to ensure that its ground is in a fit playing condition. In the event of doubt regarding the condition of the pitch, the Home Club shall immediately notify The Association to enable a Match Official to conduct a pitch inspection.
- (ii) A Referee shall whenever possible examine the ground and decide as to its fitness for play in sufficient time to save the expense of unnecessary journeys being incurred by Clubs. The pitch inspection must be made by the Match Referee or a Referee appointed by The Association who must immediately contact The Association with details of an inspection (and the Match Referee if relevant).
- (iii) Subject to this Rule, the Referee shall have the power to decide as to the fitness of the ground in all matches.
- (iv) The Referee must report to the ground 90 minutes before the time of kick-off. If necessary, the Home Club or The Association may, by notice, require the Referee to visit the ground more than 90 minutes before the time of kick-off any time during the season.
- (v) No other activity is permitted to be played on the pitch, on the day of the match, prior to an FA Trophy tie in all rounds up to and including the Semi Final without prior written consent of The **Association**.

(d) *Floodlighting*

- (i) All matches shall be played on grounds enabling matches to be played either partly or wholly under floodlight conditions, provided that the installation conforms to the requirements relevant to the category 'E' Grade of The FA National Ground Grading.
- (ii) The Referee will decide at what point in the game the floodlights shall be switched on. This will necessitate a discussion with responsible Officials of the competing Clubs before the game, when a signal must be agreed.



(iii) The cost for floodlighting must not exceed £75.00, and this cost may be charged as a match expense, if incurred.

(e) *Matchballs*

The Multiple Ball System (where more than one ball may be used in a match) will not operate in ties up to and including the Semi-Final.

(f) *Substitute Boards*

Electronic substitute boards should be provided by Home Clubs for the fourth official, where FA appointed, to operate to display the minimum additional time allowed at the end of each half. If electronic boards are not available, the normal hand held substitute boards should be used.

(g) *First Aid*

First Aid facilities, equipment and a stretcher must be made available by the Home or Host Club for all matches as well as a fully qualified person to administer First Aid.

#### 14. CLUB COLOURS

(a) The two competing clubs must wear colours that distinguish them from each other and also the Match Officials. Where there is a clash (as determined by The **Association**), the Away Club must change.

In the Final Tie a toss of a coin shall determine the choice of colours if a clash occurs. The toss of coin shall be made by a representative of The Association and shall be witnessed by the representatives of the Finalists with the toss taking place at The Associations' offices or another suitable location as soon as possible after the Semi Final.

(b) In the event of the Clubs not agreeing upon the colours to be worn, The **Association** shall decide. Goalkeepers must wear colours which distinguish them from the other players, and the Match Officials.

(c) Clubs' colours must not clash with the black and white outfit worn by the Match Officials.

(d) Players' shirts shall be clearly numbered on the back in accordance with the Official Team Sheet. No change of numbers during the match shall be allowed except on a change of Goalkeeper or where a player has been required by the Referee to change his shirt because of a blood injury. The Captain of each team shall wear a distinguishing armband to indicate his status.

(e) Advertising may be worn on players' clothing in accordance with the Rules of The Association and the Laws of the Game. When participating in a match no Player shall reveal undergarments that show political, religious or personal slogans, statements or images or advertising other than a manufacturer's logo.

(f) In the Final the participating Clubs may be required to wear sleeve badges branded with The FA Trophy Logo.

#### 15. PROVISIONS CONCERNING PLAYERS

(a) Each team participating in a match shall represent the full available strength of each competing Club.

(b) (i) Each Club must provide a list of names of players taking part in the game (including the names of the substitutes) (the "Official Team Sheet") to the Referee and a representative of their opponents in the presence of the Referee:

- 75 minutes before kick-off for the Semi Final and Final.
- 60 minutes before kick-off in any televised matches.
- 45 minutes before kick-off for all other matches.

Any Club failing to do so will be liable to be fined by the National Game Board a sum not exceeding £100.00.

(ii) Should any nominated player or substitute sustain an injury after the submission of the "Official Team Sheet" to the Referee and before kick-off, he may be replaced without fine if he is injured warming up after the exchange of the Official Team Sheet,

provided the Referee and opponents are informed before the commencement of the match.

- (c) A maximum of five substitutes may be nominated. A Club may at its discretion use three of those five substitute players at any time in a match. Substitution can only be made when play is stopped for any reason and the Referee has given permission. Prior to the substitution being made the Club must identify to the Match Officials the number of the player out and the player in, in accordance with the Official Team Sheet.
- (d) All players shall be qualified as players according to the Rules of The Association.
- (e) A player shall not play for more than one Club in the Competition in the same season.
- (f) All players must have been eligible to play in the original tie in order to play in a replayed or postponed match; however a player who has been suspended according to the disciplinary procedures under the Rules of The Association may play in a postponed or replayed match after the term of his suspension has expired. **In the event of a replay, a postponement or an abandonment of a match, a Club may request dispensation from the National Game Board to select a replacement goalkeeper who is a registered player, but was not a registered player prior to the "Registration Deadline" (as defined below). Any such request must be made to The Association in writing (together with evidence substantiating the reasons for the request), and received no later than 24 hours before the scheduled commencement of the relevant match. Dispensation will be at the complete discretion of the National Game Board.**
- (g) A substitute who does not play in a match is entitled to play for another Club in the Competition in the same season.
- (h) In all Rounds of the Competition a player shall be a "registered player" of his Club under the Rules of the Competition.
  - (i) A "registered player" is one who is either, in the case of a player under written contract, registered with The Association or, in the case of a player without a written contract, registered with a League in which his Club competes in the current season. Any such registration must have been received and accepted by The Association or League by 12 noon on the Friday **immediately prior** to the date fixed for playing the Round, **(the "Registration Deadline")**, and the registration must be continuous through to the date of the match.
  - (ii) In order to be eligible to play in the Semi-Final 1<sup>st</sup> or 2<sup>nd</sup> Legs, a player must have been correctly registered by 12 noon on the Friday previous to the date fixed for playing the Semi-Final 1<sup>st</sup> Leg. In order to be eligible to play in The Final, the players must have been correctly registered and eligible for the Semi-Final 1<sup>st</sup> Leg.
  - (iii) An International Transfer Certificate for Players coming from overseas associations (including Wales, Scotland, Northern Ireland and the Republic of Ireland) takes precedence over a Player's registration. Therefore, this is also required by 12 noon on the Friday previous to the date fixed for playing the Round for the Player's registration to be valid.
- (i) *Temporary (loan) Transfers*
  - (i) A player on a temporary (loan) transfer is ineligible to compete in the Challenge Trophy Competition unless permission to do so is given by the lending Club in writing and a copy is received by The Association by 12 noon on the Friday prior to the date fixed for playing the Round. Any permissions must clearly state that the player has approval to play in The FA Challenge Trophy Competition. A registered Trainee or a player who is registered on a Scholarship for work experience may play for another Club, subject to written permission being given by the Club that he is registered to and provided that such permission is received by The Association by 12 noon on the Friday prior to the date fixed for playing the Round.
  - (ii) **For all rounds other than the Final**, a player recalled to his original Club from temporary (loan) transfer, in accordance with the terms of the loan agreement, may only represent his original Club if any such recall has been received and accepted by 12 noon on the Friday prior to the date fixed for playing the round.

- (iii) A player on temporary (loan) transfer is eligible to compete if transferred permanently by the lending Club to the loaning Club after the date and time for player qualification for a round but must have been eligible to play in the original tie.
- (iv) The Association will not give permission for players on loan or work experience to play against the lending Club.

## 16. VALIDITY OF PLAYER'S QUALIFICATIONS

- (a) The National Game Board shall have power to call upon a Player, and/or the Club to which he is registered, or for which he played, to prove that the Player is qualified according to the Competition Rules.
- (b) Subject to (c) below, where a player that is or is found to be ineligible under the Rules of the Association plays for a club in a Competition match, the National Game Board shall remove the club from the Competition, and may impose further penalties against the club.
- (c) However, where the club satisfies the National Game Board that the club (or any of its officers) did not know and could not reasonably have known, even had it made every reasonable enquiry (with the exercise of the utmost caution), that the player was ineligible, the club shall not be removed from the Competition but may still be subject to any other penalty. (e.g. fine, ordered to replay the match).
- (d) In the event The **Association** is instructed to sanction a Player and/or Club in such circumstances by FIFA, The **Association** will follow such instructions unless there are exceptional circumstances which would, in the National Game Board's absolute discretion, lead to The **Association** challenging such instruction.

## 17. PROGRAMME

A Programme or Team Sheet must be produced for spectators with details of both teams.

## 18. TEAM BENCHES

- (a) In all Rounds of the Competition, the number of Clubs players and Officials seated on the team benches, in the designated technical area, must not exceed 11 unless the team bench facility provides more than 11 individual seats.
- (b) Only one person has the authority to convey tactical instructions to the players during the match. He is allowed to move to the edge of the technical area to issue instructions to his team.
- (c) All Team Officials and substitutes seated on the bench shall be listed on the Official Team Sheet when it is submitted to the Match Officials. Only those persons listed on the Official Team Sheet shall be permitted in the technical area.
- (d) The occupants of the technical area must behave in a responsible manner at all times. Misconduct by occupants of this area will be reported by the Referee to The Association, who shall have the power to impose sanctions as deemed fit.
- (e) With the exception of the Team Manager, the Team Coach and any substitutes who are warming up or warming down, all other personnel are to remain seated on the team bench. The Team Manager or Team Coach is allowed to move to the edge of the technical area to issue instructions to his team.
- (f) In the Final, Clubs will be advised by The Association of the number of technical staff and substitutes who may occupy the team benches and a list of the permitted number of authorised personnel must be provided by each Club to the Referee at least one hour before kick-off.

## 19. PROVISIONS CONCERNING MATCH OFFICIALS

- (a) (i) Match Officials shall be appointed by The Association. Neither past nor present members of either of the contending Clubs shall be eligible.
- (ii) The Association reserves the right to appoint a Reserve Official to officiate in the event of an appointed Match Official failing to arrive or being incapacitated.

- (iii) In the Qualifying Competition, in the event of any of the Match Officials failing to arrive or being incapacitated, it shall be completed under the control of the remaining Match Officials unless the competing clubs are able to agree upon a substitute who is acceptable to the Match Referee; should the appointed Match Referee fail to appear then the most senior Assistant Referee must take charge. Any substitute agreed for a match shall be considered a Match Official for the purposes of that match.
- (b) (i) The appointment of Assistant Referees for replays in the Preliminary, First and Second Rounds Qualifying will be by the Parent County Football Association to whom the "Home" Club in the replay is affiliated. It is the responsibility of the "Home" Club in the replay to contact the Parent County Association to request Assistant Referees. The appointment of Assistant Referees in replays in the Third Round Qualifying to Fourth Rounds Proper will be made by The Association.
- (ii) When a change of Referee from the first match is necessary, this will be made by The Association.
- (c) The fees and expenses of all Match Officials appointed by The Association to officiate in any match prior to the Final shall be paid by the Club upon whose ground the match takes place unless otherwise instructed by the National Game Board.
- (d) *Scale of Expenses to be paid to Match Officials*
  - (i) In all Rounds of the Competition, standard class railway fares at the cheapest available rate operating on the day of the match may be allowed.
  - (ii) In the event of a Match Official being unable to reach their destination, going to or returning from a match, without staying at a hotel, they shall be reimbursed their hotel accommodation, from the Home Club, up to £60, providing that where a concessionary hotel rate is negotiated the Match Official will, if it is not inconvenient, take advantage of such rates. A receipted hotel account must be provided for the Home Club.
  - (iii) An allowance of £0.40 per mile will be allowed to all Match Officials officiating who travel by private car.
  - (iv) In the Semi-Final and Final, Match Officials shall be entitled to claim meal allowances as follows:
    - Where the travelling time exceeds 8 hours: £10.00
    - Where the travelling time exceeds 6 hours: £8.00
    - Where the travelling time exceeds 4 hours: £6.00

Travelling time is the period from the time the Match Official leaves home until the time he returns home, less the duration of the match. When an overnight stay is necessary, meal allowances are calculated from the time the Match Official leaves home to the arrival at the ground/hotel. The second day's calculations are from ground/hotel to home (less the duration of the match).
- (e) *Scale of Fees to be paid to Match Officials*
  - (i) *Preliminary, First and Second Rounds Qualifying:*  
Referee £50.00, Assistant Referees £30.00, Fourth Official £30.00 (*where FA appointed*);
  - (ii) *Third Round Qualifying:*  
Referee £55.00, Assistant Referees £35.00, Fourth Official £30.00 (*where FA appointed*);
  - (iii) *First and Second Rounds Proper:*  
Referee £90.00, Assistant Referees £45.00 each, Fourth Official £30.00;
  - (iv) *Third and Fourth Rounds Proper:*  
Referee £100.00, Assistant Referees £50.00 each, Fourth Official £30.00;
  - (v) *Semi-Finals:*  
Referee £120.00, Assistant Referees £60.00 each, Fourth Officials £60.00;

- (vi) *Final:*  
Referee £250.00, Assistant Referees £125.00, Fourth Official £125.00 and a Souvenir Medal each.
- (f) In the event of The Association giving permission for a pitch inspection prior to a match, by an Match Official other than the Match Referee, such Match Official shall be entitled to expenses only (to include loss of earnings where applicable) for local clubs, but expenses plus half the match fee if not local. The Home Club will pay any expenses.
- (g) Match Officials are entitled to their travelling expenses, if incurred, and half their fees if the match to which they were appointed is not played.
- (h) The Home Club must notify the Match Officials of the precise details of the match, this is to include a map with the location of the ground indicated, kick-off time, whether extra time is to be played, if necessary colours of both teams and other necessary details. Such information must be sent to be received by the Match Officials not later than five days prior to the match who must acknowledge receipt.
- (i) Match Officials shall acknowledge acceptance of appointments for all matches in the Competition to The Association.
- (j) The duties of the Match Officials shall be as defined in the Laws of the Game.

## 20. ADMISSION TO MATCHES - SALE OF TICKETS

- (a) All persons, including Season Ticket Holders must be charged admission to the ground, enclosure and stands in all matches subject to the following conditions.
- (i) In all Rounds of the Competition, each Club shall be entitled to 20 complimentary tickets.
- (ii) Complimentary tickets issued by the Home Club in excess of the above must be accounted for at the price at which they would have otherwise been sold.
- (iii) A complimentary ticket is a ticket that allows admittance to any area of the stadium to attend a match for no consideration where a charge would otherwise be made by the Home Club.
- (iv) In addition to the allowance of complimentary tickets set out at Competition Rule 20(a)(i) and (ii) complimentary tickets may be issued for the sole use of the following:
- Directors of the participating Clubs. An allowance should be agreed between the participating clubs for the use of the directors of each club up to the maximum available to the visiting club per Competition Rule 21(a)(vii);
  - Press/Media;
  - Scouts and official representatives from non participating clubs;
  - Official representatives of the governing and legislative bodies of Football;
  - Disabled and helpers (except where the Home Club's policy is to charge).
- (b) Immediately after the draw is known, the two Clubs concerned must mutually agree the prices of admission subject to the following conditions:
- (i) Except where mutually agreed otherwise the minimum admission (except to children and senior citizens) to matches shall be:
- In the Qualifying Rounds: £4.00
- In the First Round Proper to the Semi-Final: £5.00
- (ii) A higher admission charge may be mutually agreed between the Clubs concerned.
- (iii) The price of admission for children and senior citizens must be mutually agreed between the Clubs concerned.
- (iv) *Executive packages, hospitality, sponsorship or advertising agreements*  
Where the Home Club issues tickets as part of an executive package (e.g. executive box or lounge), hospitality, sponsorship or advertising agreement then the highest price payable for the appropriate category of spectator (e.g. adult, concession) for an admission only ticket for the relevant area of the ground should be included in the gate receipts for a match.

- (v) The admission prices are to be confirmed in writing to The Association and the Visiting Club as part of the Match Arrangement Form.
- (vi) All questions in dispute must be immediately referred to The Association for settlement.
- (c) Immediately after half time but before the conclusion of the match, the Home Club must declare and provide in writing to the Visiting Club a statement of the total admission and gross gate receipts.
- (d) The Visiting Club shall have the right to check the sale of tickets.
- (e) The Visiting Club is entitled to have access to and copies of all documentation (see Competition rule 26) maintained by the Home Club for the reconciliation of the match receipts. A request to be made by the Visiting Club in writing and copied to The Association. The documentation is to be provided within fourteen days of the date of the request.
- (f) The Association is entitled to have access to and copies of all documentation (see Competition Rule 26) maintained by the Home Club for the reconciliation of match receipts and expenses.

## **21. DISTRIBUTION OF TICKETS**

### **(a) *All Rounds Preceding the Semi-Finals***

In all matches preceding the Finals, the Visiting Club shall have the right to claim up to 15% of all accommodation for which tickets are issued providing these tickets are in a fully segregated area, and subject to the following regulations

- (i) The request for tickets shall be made within two days of the draw.
- (ii) The tickets allotted to the Visiting Club, if numbered and reserved, must be equal value to those retained by the Home Club.
- (iii) In cases of replays, the Club playing away in the replay must make a request for tickets prior to the original match in order to ensure that the replay tickets are in the possession of the club playing away in the replay at the latest immediately on conclusion of the original match.
- (iv) The Visiting Club must be responsible for the payment of all tickets asked for and allotted, unless otherwise agreed in writing with a copy sent to The Association. All questions in dispute shall immediately be referred to The Association for resolution by the National Game Board.
- (v) The Visiting Club should settle with the Home Club for sales of tickets on or before the day of the match.
- (vi) Any tickets not sold by the Visiting Club should be returned to the Home Club with their statement of tickets sales.
- (vii) The Visiting Club shall be entitled to one third of the seats usually reserved and known as "Home and Visiting Directors' Seats" up to a maximum of 24 seats.
- (viii) Where disabled facilities are provided, a Visiting Club shall have the right to claim up to 15% of the accommodation.
- (b) Where it is deemed desirable, the National Game Board shall have the right to vary the allocation of tickets to the Visiting Club, or require a match to be made all ticket.

## **22. PROCEEDS OF MATCHES PRIOR TO THE FINAL**

- (a) The net gate receipts due from a match (except replayed matches in consequence of a breach of the Rules) shall be the total ticket sales for the match less VAT, the travelling (and possibly accommodation) expenses of the Visiting Club, the fees and expenses of the Match Officials, and other match expenses allowed under the Competition Rules (which include costs relating to gate attendants, turnstile operators, stewards, police charges, floodlighting in accordance with the Competition Rules, contributions to the costs of First Aid Helpers, and any costs relating to clearing the ground of snow and water provided the Visiting Club is consulted beforehand on the approximate costs). The National Game Board

shall have the power from time to time to issue instructions as to what shall and shall not be allowed as a match expense.

- (b) Net gate receipts shall be divided as follows:
  - (i) In all matches prior to the Final, the net gate receipts of each match shall be divided equally between the competing Clubs.
  - (ii) In the Final, the net gate receipts shall be divided as follows:
    - 45% to each Club
    - 10% to the Pool
  - (iii) The Pool in (ii) shall be distributed at the discretion of the National Game Board.
- (c) The net gate receipts shall be approximately divided immediately after the match. A full statement of account for the match shall be prepared by the Club playing at its home ground, on the prescribed Statement of Receipts and Payments Form, and payment shall be made in full to the Visiting Club and The Association within 14 days of the match. The Statement of Receipts and Payments Form must be signed by a Director or Football Secretary of the Home Club. A Club failing to comply with this clause may be ordered to pay a fine and any other punishment, including non-admission in the future to the Competition, may be imposed as determined by the National Game Board.
- (d) **No competing Club shall make any Agreement with any other competing Club by which their obligations under the Rules regarding the sharing of net gate receipts may be varied or amended in any way. "Agreement" for the purpose of the Rules of the Competition means any agreement, arrangement, obligation, undertaking or understanding whether oral or written, formal or informal, contractual or otherwise, binding in law or otherwise, and of any nature whatsoever and which includes for these purposes any attempt to enter into any such Agreement.**
- (e) Any Club failing to comply with these provisions may at the discretion of the National Game Board:
  - (i) be ordered to pay daily interest on the money due calculated at 5% per annum over Barclays Bank Base Rate in force for the time being from the due date to the actual date of payment, and/or;
  - (ii) be removed from the Competition for the current and/or future seasons and any other order as is deemed appropriate until such time as the money has been paid.
- (f) A Club that alleges that it has been financially disadvantaged by another Club failing to meet its financial obligations under the Competition Rules must bring the circumstances to the attention of the National Game Board in writing. The National Game Board shall consider the circumstances and take any action that it considers appropriate under the Competition Rules.
- (g) When a match is postponed through causes over which neither Club has any control, the expenses shall be paid out of the receipts of the match, when played.
- (h) In any match ordered to be replayed in consequence of a breach of the Competition Rules, the Club in default shall not receive any share of the proceeds of such replayed match (except the approved travelling costs in accordance with Competition Rule 24) without the consent of the National Game Board, and the consent shall only be given under special circumstances. If consent is not given, any such share shall be remitted to The Association.
- (i) A Club may at its own expense erect temporary stands and take the proceeds only in cases where the remaining areas of the ground are otherwise sold out and the opposing Club declines to join in the expense of the erection. A temporary stand becomes a permanent one if used after the match for which it was erected.
- (j) In cases where the gate receipts are not sufficient to cover the entire expenses of the match, the deficit shall be shared by the two competing Clubs.
- (k) The Home Club must maintain proper accounting systems and documentation (see Competition Rule 26) for the control and recording of match receipts. A clear audit trail must be available from the documentation to the entries recorded on the Statement of Receipts and Payments Form.

## 23. MATCH EXPENSES

### (a) *Travelling Expenses*

- (i) In all Rounds, match expenses shall include travelling expenses, actually incurred, which must not exceed £3.00 per coach mile. If private cars or minibus are used, then the expenses which can be claimed will be for a maximum of five cars at £0.40 per mile. For ties involving travel to/from the Isle of Wight, boat fares at the cheapest rate are allowed to be claimed.
- (ii) The travelling expenses for the Visiting Club are to be calculated on a direct route from the Club's Headquarters, the total mileage must be agreed between both Clubs prior to the first match and confirmed on the Match Arrangement Form.
- (iii) When travelling by rail, the cost of 25 standard class fares at the cheapest available rate may be claimed.

### (b) *Hotel Expenses*

- (i) Where agreement concerning hotel accommodation has been reached, Clubs must confirm the agreement on the Match Arrangement Form.
- (ii) Where mutual agreement concerning hotel accommodation cannot be reached, and the Visiting Club considers it necessary or desirable to claim hotel expenses, written application must be made to The Association with a copy to the Home Club at least seven days in advance of the first match. The National Game Board shall have the power at its absolute discretion whether or not to grant permission.
- (iii) The grounds for making such an application are that it would be necessary or desirable for the Visiting Club to leave its Headquarters before 8.00am on the day of the match, alternatively, not be possible to arrive back at its Headquarters within five hours traveling time of the conclusion of the match. Expenses, which may be claimed, if actually incurred, shall not exceed £50.00 per person for up to 25 persons. In the Final, expenses which may be claimed, if actually incurred, shall not exceed £100.00 per person for 25 persons.

The grounds for making an application are that if the travelling time exceeds five hours which includes a stop of not more than 45 minutes then expenses can be allowed with travelling time based on Auto Route details, as determined by The **Association** Competitions Office.

- (iv) A Club that has been granted hotel expenses by The Association must stay within a 30 mile radius of the ground where the match will be played.
- (v) In a replayed match, any such permission must be sought within 24 hours of the original match.

### (c) *Gatemen, stewards and turnstile operators*

The gross cost plus employer's national insurance in employing gatemen, stewards and turnstile operators for the match may be deducted from match receipts. Where the actual gross and employers national insurance is not known at the date by which the Statement of Receipts and Payments must be submitted then a reasonable estimate should be included as a deduction. Where a club contracts gatemen, stewards and turnstile operators the charge to the club (net of VAT) is to be deducted.

### (d) *Police charges*

The cost (net of VAT) of policing the match may be deducted. Where the actual cost of policing is not known at the date by which the Statement of Receipts and Payments Form must be submitted a reasonable estimate should be included as a deduction.

### (e) *Medical*

The cost of first aid helpers may be deducted as a match expense.

Where a Club does not operate under the provisions of a General Safety Certificate, arrangements for medical provisions for the public i.e.: first aiders should be made in consultation with the appropriate authority.

#### First Aid Helpers

The contributions for first aid helpers for all ties are as follows:



- (i) Clubs outside London to pay £20.00 per first aider, with a minimum payment of £60.00 per match
- (ii) Clubs in London to pay £22.00 per first aider, with a minimum payment of £66.00 per match
- (iii) London Clubs are defined as those within the Metropolitan Police boundary.

Clubs must agree with their local first aid provider the number of helpers required, and payments should be made direct to the local St John's Ambulance Brigade or Red Cross on the number agreed, regardless of the actual attendance. If they provide their own ambulance, then an additional payment must be mutually agreed between the Clubs for inclusion as a match expense.

(f) *Water and snow clearing*

Any additional cost incurred by a club in attempting to clear snow or water from the pitch and stadium so that a match may proceed may be deducted as a match expense. Additional costs are those incurred directly as a consequence of adverse weather conditions. Additional costs include the operating costs (excluding depreciation and repair costs) of under pitch heating (to a maximum of £200.00), hire of equipment (e.g. hot air blowers, pitch covers) and the cost of additional ground staff (gross and employers national insurance). Where actual costs are not known at the date of completion of the Statement of Receipts and Payments Form a reasonable estimate should be made. All estimates should be supported by independent verification. The Visiting Club must be notified and agree to the approximate cost before being incurred. All disputes to be decided by the National Game Board.

Where the additional costs have been incurred and the match is postponed because of adverse weather, the additional costs incurred may be deducted from the receipts of the rearranged fixture with the prior agreement of the visiting club. All disputes to be decided by the National Game Board.

(g) *Floodlighting*

The cost for floodlighting must not exceed £75.00, and this cost may be charged as match expenses, if incurred.

## 24. DUAL INTERESTS AND ASSOCIATION

- (a) Save with the prior written consent of the National Game Board, no Club may participate in the Competition at any stage where that Club is interested in another Club which is participating in the Competition or wishing to participate in the Competition (the "Second Club"). The Second Club shall similarly not be permitted to participate in the Competition at any stage.
- (b) Save with the prior written consent of the National Game Board, no Club may participate in the Competition at any time where a person, or any associate of that person, is interested in such Club and a Second Club participating or wishing to participate in the Competition. The Second Club shall similarly not be permitted to participate in the Competition at any stage.
- (c) For the purposes of this clause, a Club or person, or associate of that person, shall be deemed to be interested in a Club if that Club, person or associate:
  - (i) holds or deals in (or has made any application to hold or deal in or underwrite any issue of) the securities or shares of that Club; or
  - (ii) is a member of that Club; or
  - (iii) is involved in any capacity whatsoever in the management or administration of that Club; or
  - (iv) has any power whatsoever to influence the financial, commercial or business affairs or the management or administration of that Club; or
  - (v) has lent money to or guaranteed the debts or obligations of that Club, otherwise than in the ordinary course of banking at arm's length.
- (d) The holding or acquisition by any person (but not a Club) of not more than 10% of the issued share capital of any Club may be disregarded for the purposes of this clause provided that those

shares are, in the opinion of the National Game Board, held purely for investment purposes only.

- (e) For the purposes of this clause, an associate of a person shall be deemed to be:
  - (i) anyone of a close relationship with that person who, in the opinion of the National Game Board, is or is likely to be acting with that person; or
  - (ii) any company of which that person is a director or over which that person is able to exercise control or influence; or
  - (iii) any person who is an employee or partner of that person or is in close relationship with any such employee or partner; or
  - (iv) if that person or any associate of that person is a company, then any holding company or subsidiary of that company or a subsidiary of its holding company, or any director or employee of the company or any such holding company or subsidiary or person in a close relationship with any such director or employee; or
  - (v) if that person has an agreement or arrangement (whether legally binding or not) with any other person in relation to the exercise of their voting power in a Club or in relation to the holding or disposal of their interests in a Club, then that other person.
- (f) Any act or thing prohibited in the above sections of this clause in relation to a Club or a person if done by such Club or person itself is likewise prohibited through agents, trusts, trustees, nominees, or other third parties.

## 25. PAYMENT TO CLUBS

- (a) A payment shall be made to the winner of each Round within seven working days of the completion of each Round. The sum paid shall be determined by the National Game Board from time to time.
- (b) **A payment shall be made to the Winner and Runner-Up in the Final tie of the Competition of a sum determined by the National Game Board from time to time.**
- (c) A Club shall not be entitled to **any payment from The Association** if:
  - (i) that Club has not met all of its financial obligations to an opposing Club in accordance with these Rules;
  - (ii) that Club or its Parent Undertaking is subject to an Insolvency Event, as defined in Rule 5(f) on the due date of payment.

The National Game Board may at its discretion make a payment on account to such a Club on receipt of a written request from a Club.

- (d) **No competing Club shall make any Agreement (as defined under these Competition Rules), whether direct or indirect, with any competing Club regarding the sharing of any payment to which they are entitled under the Competition Rules.**
- (e) Where a Club defaults in making a payment to an opposing Club as required under these Rules then the National Game Board may deduct or withhold any such amount from payments (be they prize money, broadcasting fees or pool payments) due to the defaulting Club.
- (f) In the event that a club is found to have breached the Competition Rules the National Game Board may, in accordance with Rule 1(d), order the repayment of any **monies gained** by such Club for Rounds of the Competition in relation to which it is determined that the Club was in breach and the National Game Board may (in its absolute discretion) award the recovered **monies** to the Club(s) that were defeated in such earlier Rounds.
- (g) Where a club (the defaulting club) defaults in making any payment due to The Association and any holding company of The Association and any subsidiary company of that holding company, then The Association shall be empowered to deduct the amount of any such payment from any distribution from payment due to the defaulting club.

## 26. DOCUMENTATION

- (a) For each match hosted in the competition it is the responsibility of the Football Secretary of the Home Club to retain the following documentation (“the documentation”):
  - (i) a copy of the signed Statement of Receipts and Payments Form.
  - (ii) a printout of the sales of advanced tickets from a computerised ticketing system (if operated).
  - (iii) a reconciliation of receipts for each cash turnstile (i.e. number admitted at the appropriate price = actual receipts). The reconciliation to be prepared by the turnstile operator and verified by a senior steward/officer of the Club.
  - (iv) a copy of the reconciliation of tickets sold by the Visiting Club.
  - (v) a schedule of amounts banked for the match in respect of ticket sales and cash admissions.
  - (vi) a comparison of the numbers entering the ground via cash or ticket turnstiles to the numbers admitted according to the computerised safety records (if installed).
  - (vii) a copy of the computerised safety records at the end of the game showing the numbers admitted by each turnstile (if installed).
  - (viii) a schedule of the numbers admitted to parts of the stadium that do not pass through a turnstile (e.g. lounges and executive boxes).
  - (ix) a list of complimentary tickets issued.
  - (x) Copies of supporting documentation (e.g. invoices, wage payments to gatemen etc) for payments recorded as a deduction on the Statement of Receipts and Payments Form.
- (b) Clubs that operate an electronic access system (e.g. swipe cards) or a pass system to gain access to the ground rather than a ticketing system, must retain records that confirm the number of people that gained access at each entry point to the stadium.
- (c) The Football Club secretary is responsible for maintaining a file of the documentation for each season. The documentation for each match should be available for The Association and Visiting Club to review on request as set out at Competition Rules 20 (d) and 20 (e). The documentation should be retained for the period required by statute and H M **Revenue and Customs**.

## 27. PROVISIONS FOR THE SEMI FINALS

- (a) The Semi Finals shall be played on a “Home and Home” basis. The Club first drawn shall play the first match at home. The Club second drawn shall play the second match at home.
- (b) The first match shall be of 90 minutes duration.
- (c) If the aggregate score is level at the end of the second match, extra time of 30 minutes shall be played and 15 minutes shall be played in each half.
- (d) If the score is still level at the end of extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.
- (e) If a Semi Final is postponed or abandoned, it shall be played as directed by the National Game Board.

## 28. PROVISIONS FOR THE FINAL

- (a) The Association shall **determine** the ground for the Final and shall have direct control of the arrangements.
- (b) If the match is drawn after 90 minutes, an extra 30 minutes shall be played and 15 minutes shall be played in each half.
- (c) If the score is still level at the end of extra-time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by The International Football Association Board.

- (d) All tickets for the Final will be sold by The Association via its internal sales channels. On qualification to the Final, each Finalist will receive an allocation of tickets, as determined by the National Game Board, at full price for internal Club sales. Any further tickets requested will need to be purchased via The Association's sales channels. Where a Club sells tickets for the Final it does so on behalf of The Association, in accordance with any instructions where issued by The Association and must settle all ticket accounts with The Association within seven working days of the match.
- (e) If the Final is postponed or abandoned, it shall be played as directed by the National Game Board.
- (f) The venue staging a Final shall be entitled to a payment agreed by the National Game Board.

## **29. THE FA TROPHY / FINALIST MEDALS**

- (a) The Trophy is the property of The Association. When the winning Club has been ascertained, The Association shall loan the Trophy to such Club, which shall be responsible for its return to The Association on or before the first day in March in the ensuing year in good order and condition. The Association reserves the right to request the return of the Trophy at any time by giving seven day's notice. Should the Trophy be lost, destroyed or damaged by fire or any other cause whilst under the care or custody of the Club the latter shall refund to The Association the amount of its current insured value or the cost of thorough repair in addition to any other penalty which the National Game Board may impose.
- (b) In addition to The FA Trophy, The Association shall present 25 medals to playing staff and officials of both Clubs in the Final. When a player taking part is ordered to leave the field of play for misconduct, the medal to which he may be entitled may be withheld at the discretion of the National Game Board.

## **30. PROVISIONS CONCERNING PROTESTS**

- (a) All issues relating to the interpretation of the Competition Rules, shall be referred to the National Game Board, whose decision shall, subject to Rule 31, be final and binding. The National Game Board shall consider any such matter in such manner and following such procedures as it considers appropriate. The National Game Board shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceeding before a Court of Law.
- (b) Where a Club wishes to protest that there has been a breach of the Competition Rules, such protest must be made in writing and must contain the particulars of the grounds upon which it is made. The protest must be received by The Association, accompanied by a fee of £100.00, within two days of the match to which it relates (Sundays not included). The fee may be forfeited to The Association in the event of the protest not being sustained.
- (c) The National Game Board may make such orders as it considers appropriate in relation to any issue or protest referred to it. The National Game Board may make such orders as it considers appropriate as to the costs incurred by the parties or The Association.
- (d) Any protest relating to the ground, goal posts or bars or other appurtenances of the game shall not be considered by the National Game Board unless an objection has been lodged with the Referee and the Home Club at least one hour before the official time of the kick-off. The Referee shall require the Home Club to correct the cause of the objection, if this is possible without unduly delaying the progress of the match.
- (e) Where an objection has been lodged with the Referee and Home Club as above, a protest must be made to The Association and neither objection nor protest may be withdrawn, except by leave of the National Game Board.
- (f) The Association shall send a copy of any protest to the Club protested against, which shall lodge a defence to the protest with particulars of the defence within two days of receipt of the protest.
- (g) Members of the National Game Board directly connected with a Club concerned in a protest shall not have any involvement in the consideration of the matter.
- (h) A Club, or player or any person connected with the management of the Club may be summoned to attend at a hearing of a protest. A Club may be represented by one or more

persons. A Barrister or Solicitor may represent a Club only with the prior written consent of the National Game Board. Any person summoned to attend a hearing of a protest must attend personally and shall not be legally represented except with the prior written consent of the National Game Board.

**31. PROVISIONS CONCERNING APPEALS**

- (a) A Club that is expelled from the Competition may appeal against that decision to an appeal board in accordance with the procedures for FA appeals.
- (b) For the avoidance of doubt, a Club may not appeal against any penalty imposed on it other than expulsion from the Competition.

**32. NOTICES**

All notices required to be given to The Association by any of these Competition Rules shall be addressed to the Competitions Manager, at the offices of The Association.