

THE FOOTBALL ASSOCIATION

CLUB LICENSING MANUAL

FOR PARTICIPATION IN THE UEFA WOMEN'S CHAMPIONS LEAGUE

For applications made during season 2020/21
(in respect of the UEFA Women's Champions League to be played in season 2021/22)

This Licensing Manual was approved by:
The FA Women's Super League and The FA Women's Championship Board on 14 December 2020
Provided to UEFA for review on 18 December 2020

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1 Definitions

In this Licensing Manual:

- 1.1.1 **"Academy Criteria"** means the minimum criteria which clubs are required to meet in order to participate in the Academy Programme.
- 1.1.2 **"Academy Programme"** means a women's football league and/or programme for players of particular ages as specified by the Football Association from time to time.
- 1.1.3 **"Academy Team"** means the team which is to participate in the Academy Programme.
- 1.1.4 **"Academy Player"** means a player who is:
 - (a) 16 years old or above; and
 - (b) under 22 years old at the start of the Academy Programme league season (except older players can participate with the approval of the Football Association where it considers it to be in the interests of player development to do so); and
 - (c) participating in education and/or training linked to current or future employment.
- 1.1.5 **"the Act"** means the Companies Act 2006.
- 1.1.6 **"Affiliated Association"** means an association which is either a County Association or Other Football Association.
- 1.1.7 **"Annual Accounts"** means the accounts which each Club's directors are required to prepare pursuant to section 394 of the Act.
- 1.1.8 **"Article"** means an article of the Regulations and a reference to an Article followed by a number is a reference to the relevant Article of those Regulations.
- 1.1.9 **"Authorised Signatory"** means a person authorised to sign on behalf of a Club.
- 1.1.10 **"the Board"** means The FA Women's Super League and The FA Women's Championship Board.
- 1.1.11 **"Business Day(s)"** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.1.12 **"Chairman"** means the chair of the UEFA Club Licensing Committee as appointed by the Football Association.
- 1.1.13 **"Chairperson"** means the chair of the Panel as convened in accordance with the SR WSL Appeal Regulations.
- 1.1.14 **"Club"** means an association football club which has a WSL Licence.
- 1.1.15 **"Club Key Staff"** means the staff and personnel appointed by the Club pursuant to paragraph 7.2 of Schedule 4 and whose job descriptions is set out at Schedule 5 of the WSL Licence.
- 1.1.16 **"Club Player"** means any player registered to play for the Club in the League Competitions.
- 1.1.17 **"Club Official"** means any official, director, secretary, servant or representative of a Club or club (whether formally appointed or not).
- 1.1.18 **"Compensation Fee"** means any sum of money or other consideration (exclusive of Value Added Tax) payable by a Transferee Club to a Transferor Club upon the

permanent transfer of the registration of a Contract Player or in respect of an Out of Contract Player.

- 1.1.19 **"Competition"** means any competition (whether a league or knock-out competition or otherwise) sanctioned by the Football Association and/or an Affiliated Association.
- 1.1.20 **"Competition Match"** means any organised fixture carried out under the auspices of a Competition.
- 1.1.21 **"Competition Rules"** means any and all competition rules for any League Competition each Season, including any form of financial regulation contained therein and which shall be notified to the Club as the competition rules and which may be updated from time to time and shall be binding on all League Clubs.
- 1.1.22 **"Competition Secretary"** means the secretary of the League.
- 1.1.23 **"Contingent Sum"** means any sum of money (exclusive of Value Added Tax) additional to a Compensation Fee payable upon the happening of a contingent event by a Transferee Club to a Transferor Club consequent upon the transfer of the registration of a player (whether that transfer is permanent or temporary).
- 1.1.24 **"Contract Player"** means any football player who is eligible to play under a written contract of employment with a Club.
- 1.1.25 **"the Court of Arbitration for Sport"** means the independent arbitration tribunal known as the Court of Arbitration for Sport and which is established in Lausanne, Switzerland.
- 1.1.26 **"Criteria"** means the criteria for participation in the UEFA Women's Champions League established by UEFA under the Regulations and set out in the Schedules to the Licensing Manual.
- 1.1.27 **"Doctor"** means the individual tasked with providing medical services to the Club Players, appointed by the Club pursuant to paragraph 7.2 of Schedule 4 and whose job description is set out at Schedule 5 of the WSL Licence and as referred to at Criteria 12 of the Licensing Manual.
- 1.1.28 **"Effective Date"** means the date of the Annual General Meeting of the League immediately preceding the 2020/21 Season.
- 1.1.29 **"Embargo"** means the application of a temporary block on a Club signing any new Players until certain conditions applied to the Club by the Football Association are met.
- 1.1.30 **"FIFA"** means the Fédération Internationale de Football Association.
- 1.1.31 **"the Football Association"** means the Football Association Limited.
- 1.1.32 **"the Football Association Board"** means the board of directors of the Football Association or any person or persons to whom its powers have been delegated.
- 1.1.33 **"the Football Association Rules"** means the rules and regulations for the time being of the Football Association.
- 1.1.34 **"Form"** means the appropriate form or substantially the same form as that prescribed in the Rules.
- 1.1.35 **"General Manager"** means the individual appointed by the Club pursuant to paragraph 7.2 of Schedule 4 and whose job description is set out at Schedule 5 of the WSL Licence and as referred to at Criteria 10 to 11 of the Licensing Manual.

- 1.1.36 **"Group"** has the meaning set out in Section 474(1) of the Act save that it shall also include any other entity that carries on any material aspect of the football operations of the Club.
- 1.1.37 **"Head Coach"** means the individual appointed by the Club pursuant to paragraph 7.2 of Schedule 4 and whose job description is set out at Schedule 5 of the WSL Licence and as referred to at Criteria 14 of the Licensing Manual.
- 1.1.38 **"Judicial Panel"** means the representative judicial body as appointed by the Football Association Board from time to time.
- 1.1.39 **"the League"** means The FA Women's Super League.
- 1.1.40 **"League Competitions"** means the competitions which the Club is required to participate in pursuant to the Competition Rules as a club in tier 1 of women's football in England (which may include the League and certain other competitions).
- 1.1.41 **"League Match"** means a match played under the jurisdiction of the League.
- 1.1.42 **"Licensing Manual"** means this manual.
- 1.1.43 **"Licensing Season"** means the UEFA season for which a licence applicant has applied for and/or been granted a licence. It starts the day following the deadline for submission of the list of licensing decision by the licensor to UEFA referred to in paragraph 10.6 and lasts until the same deadline the following year.
- 1.1.44 **"Loan Fee"** means any sum of money (exclusive of Value Added Tax) payable by a Transferee Club to a Transferor Club upon a Temporary Transfer (as such is defined in the Football Association Rules).
- 1.1.45 **"Long Term Loan"** means a loan transfer in excess of 93 days.
- 1.1.46 **"Minimum Contact Time"** means the minimum amount of Contact Time specified in paragraph 1.1 of Schedule 2 of each Club's WSL Licence.
- 1.1.47 **"Non Contract Player"** means any football player who is eligible to play for a Club but has not entered into a written contract of employment.
- 1.1.48 **"Out of Contract Player"** means a Contract Player whose contract of employment with a Club has expired.
- 1.1.49 **"Player"** means any Contract Player, Non Contract Player or other football player who subject to the Rules, plays or who is eligible to play for a Club in the Competitions.
- 1.1.50 **"Playing Contract"** means the written contract of employment which is entered into between a Player and their Club.
- 1.1.51 **"Primary Home Ground"** means the Club's main ground at which it plays its League Matches.
- 1.1.52 **"Professional Footballers' Association"** means the trade union for professional association footballers in England and Wales.
- 1.1.53 **"Regional Talent Clubs"** means an enhanced coaching centre for female players in U10, U12, U14 and U16 age groups;
- 1.1.54 **"Regulations"** means the UEFA Club Licensing and Financial Fair Play Regulations (2018 edition).

- 1.1.55 **"RTC Criteria"** means the criteria for Regional Talent Clubs.
- 1.1.56 **"Rules"** means the rules for the time being of the League and a number following a reference to a rule identifies the relevant Rule.
- 1.1.57 **"Season"** means the period commencing on the date of the first League Match on the fixture list of the League's first team competition and ending on the date of the last.
- 1.1.58 **"Secondary Home Ground"** means the Club's secondary ground at which it plays its League Matches.
- 1.1.59 **"Short Term Loan"** means a loan transfer for a period of no fewer than 28 days and no more than 93 days in any one Season.
- 1.1.60 **"Squad Cap"** means the maximum of:
 (a) 25 Players (including Players on Long Term Loan but excluding Players on Short Term Loan); and
 (b) two Players on Short Term Loan,
 which may be registered to play for a Club in the Competitions at any one time during a Playing Season.
- 1.1.61 **"SR WSL Appeal Regulations"** means Sports Dispute Resolution Panel Limited's arbitration rules for the conduct of appeals relating to the refusal or withdrawal of a UEFA Club Licence.
- 1.1.62 **"Table of Summary Offences and Sanctions"** means the table of summary offences and sanctions at Appendix 4 of the Rules.
- 1.1.63 **"Temporary Transfers"** means the transfer of a Player on a temporary basis in accordance with Rule C1(g)(vi) of the Football Association Rules.
- 1.1.64 **"Term"** means the period starting on the Effective Date and ending on the Termination Date of the WSL Licence.
- 1.1.65 **"Termination Date"** means the date on which a WSL Licence is terminated in accordance with its terms.
- 1.1.66 **"Transferee Club"** means a Club to which the registration of a Contract Player is, or is to be or has been transferred (including on the basis of a Temporary Transfer as such is defined in the Football Association Rules) or which, in the case of an Out of Contract Player, effects that player's subsequent registration.
- 1.1.67 **"Transferor Club"** means a Club from which the registration of a Contract Player is, or is to be or has been transferred (including on the basis of a Temporary Transfer as such is defined in the Football Association Rules) or which, in the case of an Out of Contract Player, holds her registration.
- 1.1.68 **"UEFA"** means the Union des Associations Européennes de Football.
- 1.1.69 **"UEFA Women's Champions League"** means the Women's Champions League competition organised by UEFA.
- 1.1.70 **"UEFA Club Licensing Committee"** means the body set up by the Board to oversee adherence to the Criteria and decide on grants of UEFA Club Licences to Clubs.
- 1.1.71 **"UEFA Club Licence"** means the licence granted by the Football Association in accordance with the procedures set out in the Licensing Manual enabling Clubs to play in The UEFA Women's Champions League.

- 1.1.72 **“Women’s Football Pyramid”** means the system of women’s and girls’ leagues controlled by the Football Association where promotion and relegation links exists between the participating leagues. .
- 1.1.73 **“Whole Game System”** means the web-based system used by the Football Association, the League and Clubs for a number of their football administration functions, and more particularly used for club and player registration and refereeing reports.
- 1.1.74 **“WSL Licence”** means the licence granted by the Football Association to a Club to participate in the League.
- 1.1.75 **“Youth Coach”** means the individual appointed by the Club pursuant to paragraph 7.2 of Schedule 4 and whose job descriptions is set out at Schedule 5 of the WSL Licence and as referred to at Criteria 15 of the Licensing Manual.
- 1.2 Unless the context otherwise requires:
- 1.2.1 words importing the singular number shall include the plural and vice versa; and
- 1.2.2 words importing any particular gender shall include all other genders.
- 1.3 Any terms which are included in these Definitions which are undefined herein are defined accordingly in the Rules and the Football Association Rules as updated from time to time.
- 1.4 References in this manual to statutory provisions shall be construed as references to those provisions as amended or re-enacted from time to time.

2 Introduction

- 2.1 UEFA’s stated objectives of the UEFA licensing system are as follows:

- “(a) *to further promote and continuously improve the standard of all aspects of football in Europe and to give continued priority to the training and care of young players in each Club;*
- “(b) *to ensure that Clubs have an adequate level of management and organisation;*
- “(c) *to adapt Clubs’ sporting infrastructure to provide players, spectators and media representatives with suitable, well-equipped and safe facilities;*
- “(d) *to protect the integrity and smooth running of the UEFA club competitions;*
- “(e) *to allow the development of benchmarking for Clubs in financial, sporting, legal, personnel, administrative and infrastructure-related criteria throughout Europe.*¹
- “(f) *to improve the economic and financial capability of the Clubs, increasing their transparency and credibility;*
- “(g) *to place the necessary importance on the protection of creditors and to ensure that clubs settle their liabilities with employees, social/tax authorities and other clubs punctually;*
- “(h) *to introduce more discipline and rationality in club football finances;*

¹ See Article 2 of the UEFA Club Licensing and Financial Fair Play Regulations 2018

- (i) *to encourage clubs to operate on the basis of their own revenues;*
- (j) *to encourage responsible spending for the long-term benefit of football; and*
- (k) *to protect the long-term viability and sustainability of European club football.”*

2.2 Clubs playing in the UEFA Women’s Champions League must hold a UEFA Club Licence.

2.3 National associations are required by UEFA, as licensors, to implement the provisions of the Regulations with which Clubs must comply in order to obtain and keep a UEFA Club Licence. Any future amendments to this Licensing Manual will require the approval of the Board and will come into force on such date as they shall specify. For the Licensing Manual to be amended during the licensing process, UEFA approval is required.

2.4 The Criteria in this Licensing Manual are graded. Grade A Criteria are mandatory and failure to fulfil any Grade A Criteria means the applicant cannot be granted a UEFA Club Licence. Grade B Criteria are also mandatory but failure to fulfil any Grade B Criteria will not prevent the issue of a UEFA Club Licence and may result in a caution or a fine, and/or result in the Club concerned being required to submit further evidence or fulfil certain conditions by a specified date. Pursuant to this Licensing Manual, which has been approved by the Board, the Board has the power to sanction any Club for its failure to fulfil any of the Grade B Criteria (which may be delegated to the League where appropriate).

2.5 An application for a UEFA Club Licence may only be made by and granted to a Club. Further, the applicant Club must:

2.5.1 be a member of the League and/or have been playing in another league within the Women’s Football Pyramid; and

2.5.2 not have been subject to any material alteration undertaken to facilitate its qualification on sporting merit for any competition and/or its receipt of a UEFA Club Licence. Such alterations may include, by way of illustration and without limitation:

- (a) the transfer of the whole or part of the assets and undertaking (including the Club’s membership of the League and/or another league within the Women’s Football Pyramid) of the Club to a new legal entity;
- (b) the acquisition or merger of the whole or part of the assets and undertaking of another Club;
- (c) the relocation of the Club; or
- (d) a change in the Club’s playing name.

For the avoidance of doubt any such alteration shall only prevent a Club from obtaining a UEFA Club Licence if it was undertaken for the purposes set out above.

UEFA may grant an exception to the requirements set out in this paragraph 2.5. Applications by Clubs for such exceptions will be judged on a case-by-case basis in accordance with the Exceptions Policy set out at Article 4 and Annex I of the Regulations.

2.6 In addition to obtaining a UEFA Club Licence, a Club must comply with all the requirements of the UEFA Women’s Champions League in order to be admitted to it. Such admission process shall fall under the sole jurisdiction of UEFA whose competent bodies shall make the final decision regarding admission of Clubs to The UEFA Women’s Champions League, subject to the UEFA Statutes including the provisions therein concerning the jurisdiction of the Court of Arbitration for Sport.

3 The Role of the League

- 3.1 The League is run by the Football Association and governed by the Board.
- 3.2 The Board has appointed the League to administer the licensing process and to recommend to the UEFA Club Licensing Committee whether a UEFA Club Licence application should be granted or refused. The League has appointed appropriately qualified persons to administer all aspects of the UEFA Club Licensing process, including a qualified chartered accountant.
- 3.3 UEFA or its appointee may at any time on reasonable notice perform compliance audits on the Football Association and, in the presence of the Football Association and the League, on applicant Clubs.²

4 The First Instance Body

- 4.1 The UEFA Club Licensing Committee which decides whether to issue a UEFA Club Licence to an applicant Club is the Football Association Board. However, pursuant to Article 108 of the Articles of Association of the Football Association, the Football Association Board has delegated all its UEFA Club Licensing responsibilities for the UEFA Women's Champions League to the Board. The Board has in turn delegated the role of the first instance body to the UEFA Club Licensing Committee.
- 4.2 The UEFA Club Licensing Committee shall conform to any regulations imposed on it by the Board and the meetings and proceedings shall be governed by regulations made by the Board, which appointed the UEFA Club Licensing Committee as the first instance body.
- 4.3 In undertaking its function as first instance body a UEFA Club Licensing Committee shall comprise a maximum of five persons appointed by the Board. The UEFA Club Licensing Committee in respect of applications for a licence to participate in the UEFA Women's Champions League shall be the same as the UEFA Club Licensing Committee in respect of applications for a licence to participate in the UEFA Champions League and UEFA Europa League. A member of the UEFA Club Licensing Committee shall not be a representative of a Club. The UEFA Club Licensing Committee must include at least one accountant and one lawyer when it is undertaking its function as the first instance body. The accountant must hold a qualification recognised by the Consultative Committee of Accountancy Bodies; the lawyer must be a practising solicitor or barrister qualified to practice in England and Wales. The quorum for a meeting of the UEFA Club Licensing Committee shall be not less than three. Each member of the UEFA Club Licensing Committee shall be entitled to one vote, with the Chairman having the casting vote in the event of a tie.
- 4.4 The UEFA Club Licensing Committee shall determine any dispute (save for an appeal against the refusal of a UEFA Club Licence) which may arise in relation to the interpretation of the Criteria and/or this Licensing Manual.

5 The Appeals Body

- 5.1 An appeal by an applicant Club from a decision of the UEFA Club Licensing Committee concerning the refusal of its application for a UEFA Club Licence shall be determined in accordance with the SR WSL Appeal Regulations.
- 5.2 The Board of Directors of Sports Dispute Resolution Limited will appoint a board of nine members for a term of one year.
- 5.3 From that board of nine members, the Board of Directors of Sports Dispute Resolution will appoint a panel to act as the appeal body (the "Panel"). The Panel shall be appointed in accordance with the SR WSL Appeal Regulations and will comprise three members of whom one is a qualified lawyer and another a qualified accountant. If the Panel fails to reach a majority decision, the decision of the Chairman shall be final.

² See Article 71 of the UEFA Club Licensing and Financial Fair Play Regulations 2018

- 5.4 Decisions of the Panel will be given in writing with full reasons.

6 Conflicts of Interest

- 6.1 Any member of the UEFA Club Licensing Committee or the appeal body who is not wholly independent of an applicant or appellant Club shall not participate in the determination of an application or an appeal by that Club. For the avoidance of doubt, any such member may not simultaneously be a Club Official, or a member of the Board or the Football Association Board.
- 6.2 Such a member who is, or whose spouse, children, parents or siblings are members of, shareholders in, business partners of, sponsors of, consultants to or in any similar relationship to the applicant or appellant Club shall be deemed not to be independent of it.
- 6.3 No member of the UEFA Club Licensing Committee may simultaneously be a member of the Football Association's Judicial Panel.
- 6.4 A member of the appeal body may simultaneously be a member of the Football Association's Judicial Panel, provided that they are not allowed to be part of a Panel in respect of a Club for which, during the same Licensing Season, they have determined a disciplinary or arbitration matter under the Rules / Football Association Rules.

7 Confidentiality

Members of the UEFA Club Licensing Committee and the appeal body must treat all information received by them in their dealings with applications for UEFA Club Licences as strictly confidential.

8 Licensing Administration

- 8.1 Licensing administration is managed by the League.
- 8.2 The tasks of the licensing administration include:
- 8.2.1 preparing, implementing and further developing the club licensing system;
 - 8.2.2 providing administrative support to the decision-making bodies;
 - 8.2.3 assisting, advising and monitoring the licensees during the season;
 - 8.2.4 informing UEFA of any event occurring after the licensing decision that constitutes a significant change to the information previously submitted to the licensor; and
 - 8.2.5 serving as the contact point for and sharing expertise with the licensing departments of other UEFA member associations and with UEFA itself.
- 8.3 By virtue of their employment contracts, the employees of the League are bound by confidentiality clauses.

9 Licensing Timetable

- 9.1 An application for a UEFA Club Licence must be made on or before 1 March 2021 (the "Application Deadline"). In advance of the Application Deadline, the League will circulate to all Clubs the application form (Form UL1), a copy of the Licensing Manual and any other documentation relevant to making an application.
- 9.2 Each Club's application and their supporting documentation will be assessed between 1 March 2021 and the meeting of the first instance body. The date of the UEFA Club Licensing Committee meeting will be circulated to Clubs once it has been set.

- 9.3 Annual accounts, including an income and expenditure statement and balance sheet, must be submitted by 1 March 2021.
- 9.4 Information regarding the assessment of overdue payables must be submitted by 7 April 2021.
- 9.5 The application will be determined by the UEFA Club Licensing Committee by 30 April 2021.
- 9.6 Any appeal must be submitted by 4 May 2021.

10 Licensing Application and Process

- 10.1 Each Club that wishes to apply for a UEFA Club Licence must submit a completed Form UL1 to the League on or before 1 March 2021. The Form UL1 must be signed by an Authorised Signatory, and the signature must not be dated earlier than seven days before the date of submission. Any Club that fails to apply in accordance with these provisions will be unable to participate in the following Season's UEFA Women's Champions League. A Club that has made an application may ask the League to have its application withdrawn. Any request for a withdrawal must be made by an Authorised Signatory of the Club.
- 10.2 As part of each Club's application, they must provide supporting documentation to demonstrate compliance with the Criteria as set out within the Licensing Manual. The League will examine any relevant documents and carry out such inspections as are deemed necessary to establish whether the Criteria have been fulfilled. The League will be assisted as necessary by any other relevant experts.
- 10.3 The League will prepare a report (or reports) for the UEFA Club Licensing Committee assessing each Club's application. The League will communicate to each applicant Club their assessment and give them an opportunity before the UEFA Club Licensing Committee meets to provide comments which are then incorporated into the final report. If the finalised report recommends refusal of a UEFA Club Licence, the Club will be advised by the League that they are entitled to attend the UEFA Club Licensing Committee meeting which will consider the application in order to make representations.
- 10.4 The UEFA Club Licensing Committee will then consider each Club's application, determine whether each applicant Club has met the Criteria and in each case decide whether to grant or refuse a UEFA Club Licence. The UEFA Club Licensing Committee shall inform each applicant Club whether its application for a UEFA Club Licence has been granted or refused in writing (including email) via the League and, in the case of a refusal, give reasons and inform the Club of its right to appeal. A Club may appeal by submitting Form UL2 to the League on or before 4 May 2021. In such cases, the decision of the UEFA Club Licensing Committee shall be stayed while the appeal process is ongoing. For the avoidance of doubt no Club shall have a right of appeal in respect of the grant or refusal of a UEFA Club Licence to a different Club.
- 10.5 The League or the UEFA Club Licensing Committee may at its discretion invite any Club to submit observations and/or attend a meeting of the UEFA Club Licensing Committee to make representations in person to demonstrate compliance with the Criteria. The UEFA Club Licensing Committee may also require an applicant Club to produce to it such further documents or other information as in its absolute discretion it considers necessary in order to discharge its functions set out in this Licensing Manual.
- 10.6 A list of Clubs granted a UEFA Club Licence must be submitted to UEFA by the Football Association by 31 May 2021.

11 General

- 11.1 Unless withdrawn in accordance with paragraph 11.2 hereof, a UEFA Club Licence shall expire without notice to the Club on the deadline to be set by UEFA for notifications to it of licensing decisions in 2022. This is likely to be on or around 31 May 2022.

- 11.2 A UEFA Club Licence may be withdrawn by the UEFA Club Licensing Committee if, before its expiry, the Club to which it was granted no longer complies with any of the Grade A Criteria or it suffers an Insolvency Event as defined in the Rules. In all cases where withdrawal of a UEFA Club Licence is proposed, the UEFA Club Licensing Committee shall consult the League in good time and take its representations fully into consideration. Further, if the League independently of the UEFA Club Licensing Committee decides there are grounds for withdrawing a UEFA Club Licence, it will make that recommendation to the UEFA Club Licensing Committee and the UEFA Club Licensing Committee will give such a recommendation full and appropriate consideration. An appeal against the withdrawal of a UEFA Club Licence shall be determined in accordance with the SR WSL Appeal Regulations. If a UEFA Club Licence is withdrawn, the Football Association will forthwith notify UEFA who shall decide whether the Club should be eliminated from the UEFA Women's Champions League. If the decision to withdraw a UEFA Club Licence is appealed the Football Association will forthwith notify UEFA of the appeal and whether it is granted or refused.
- 11.3 A UEFA Club Licence is not transferable.
- 11.4 UEFA reserves the right to sanction a Club or eliminate a Club from future seasons of the UEFA Women's Champions League based on the UEFA Women's Champions League regulations.

12 Liability

- 12.1 Except in cases where by law liability cannot be excluded or limited, neither the Football Association, the League (including the Board), the UEFA Club Licensing Committee nor the Panel shall attract or incur any liability whatsoever, including for any loss of profit, loss of revenue, goodwill or anticipated savings, or for any special, indirect or consequential loss or damages of whatsoever kind whether in contract, tort (including negligence) or howsoever arising in connection with the administration in good faith of the licensing process, together with any decision made by the Football Association (or any Panel) concerning the grant or refusal of a UEFA Club Licence to any Club.
- 12.2 The provisions of this Licensing Manual or the fact that a Club has or has not been granted a UEFA Club Licence shall not be relied on by any person other than the Football Association and the League, in making any assessment or decision relating to any Club.

13. Governing Law

This Licensing Manual and any dispute or claim arising out of or in connection with it (including any dispute or claim relating to non-contractual obligations) shall be governed by and construed in accordance with English law.

14. The Schedules

- 14.1 The following schedules 1-5 refer to the Criteria, each of which is graded "A" or "B" (see paragraph 2.4 above). In each case, compliance with the relevant Article will determine how the first instance body, and on any appeal, Sports Dispute Resolution Panel Limited, are to determine whether the Criteria have been met by the applicant Club. The standard of proof in respect of any such determination will be establishing, to the reasonable satisfaction of the relevant decision-making body, whether the Criteria have been met³.
- 14.2 For avoidance of doubt, for the purposes of licensing a Club for the UEFA Women's Champions League, in all instances where the requirements of the Rules referenced within this Licensing Manual exceed that of the equivalent Articles from the Regulations, then compliance with the latter will be deemed as fulfilling the Criteria.

³ Applicant clubs should note the '[u]pdated definition of licensor responsibilities and assessment procedures' contained within the document titled 'UEFA Club Licensing and Financial Fair Play Regulations Edition 2018 - Explanation of key amendments', published by UEFA on 1 June 2018.

- 14.3 The organisation defined as “the Football Association” and as referred to above in the operative provisions of the Licensing Manual is referred to as “The FA” throughout the Criteria included in the schedules.

SCHEDULE 1

SPORTING CRITERIA

As explained in paragraph 14.2 of this Licensing Manual, for the purposes of licensing a Club for the UEFA Women's Champions League, in all instances where the requirements of the Rules referenced within this Licensing Manual exceed that of the equivalent Articles from the Regulations, then compliance with the latter will be deemed as fulfilling the Criteria. The Football Association has set out below the documents it expects a Club to submit to evidence that it has satisfied the relevant UEFA Criterion. An applicant Club may provide alternative evidence to satisfy a Criterion. Such evidence will be considered by the UEFA Club Licensing Committee at its absolute discretion as to whether or not that evidence meets the requirements of the relevant Criterion.

No. ⁴	Grade	Description of UEFA requirement in the provision cited
1.	A	Women's youth team Minimum 1 within the age range 12-17

WSL Licence

2.2.2: The Club must enter an Academy Team to participate in the Academy Programme.

Academy Criteria

3.3. An "Academy Player" shall mean a player who is:

3.3.1. 16 years old or above; and

3.3.2. under 22 years old at the start of the Academy Programme league season (except older players can participate with the approval of The FA where it considers it to be in the interests of player development to do so); and

3.3.3. participating in education and/or training linked to current or future employment.

Remarks

The Football Association operates the Academy Programme and a competition known as the FA WSL Academy League. All Clubs which participate in the League are required to enter an Academy Team to participate in the Academy Programme.

Some Clubs run Regional Talent Clubs at Under 16, Under 14, Under 12 and Under 10 age groups. If a club runs a Regional Talent Centre this shall be deemed to be compliance with the Criterion. If a Club does not run a Regional Talent Centre, it must have one youth team between the age range of 12 - 17. Compliance with this UEFA Criterion will be evidenced by showing evidence of affiliation on Whole Game System.

No.	Grade	Description of UEFA requirement in the provision cited
2.	1: A 2: B	Each Club must:

⁴ Reference is to the corresponding numbered list in Annex XIII of the UEFA Club Licensing Regulations and Financial Fair Play Regulations 2018.

		1. establish and apply a policy to ensure that all players eligible to play for its senior team undergo a yearly medical examination; and 2. establish and apply a policy to ensure that all players above the age of 12 undergo a yearly medical examination.
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Rules

There is currently no equivalent provision in the Rules, the WSL Licence or the Academy Criteria.

Remarks

In order to comply with this Criterion, Clubs must establish and apply a policy requiring them to carry out medical examinations on all players eligible to play for its senior team and age appropriate testing of players above the age of 12.

The Club must provide confirmation signed by an Authorised Signatory of the Club as well as by the club doctor:

1. That medical examinations have been effectively performed on all players eligible to play for its senior team and players above the age of 12; and
2. That if the Club qualifies for the UEFA Women's Champions League, prior to its start, any additional medical examinations contained in the UEFA Medical Regulations (2017 edition) will also be effectively performed.

Documents

The declaration must be submitted prior to 1 March 2021.

No.	Grade	Description of UEFA requirement in the provision cited
3.	A	All of the Club's Players must be registered with the Football Association and/or the League.

Football Association Rules

C1.2.2 All Players under written contract must be registered with The Association.

Rules

- 8.2.1 A Player shall not be eligible to play for a Club in any Competition Match unless the Player is registered to play for the Club in the Competitions in accordance with these Rules and the Player is included in the Club's Squad Cap (except where permitted by Rule 8.11).
- 8.2.2 A Player shall be deemed to be registered to play for the Club in the Competitions and included in the Club's Squad Cap upon receipt of the Competition Secretary's confirmation to that effect. Any loan registration must also be approved by The FA before that Player can be considered eligible to play.
- 8.2.3 For a Player to be registered to play for a Club in the Competitions, the Club must have sent to the Competition Secretary in accordance with these Rules:

- (a) the relevant registration form as specified in these Rules which has been duly completed and signed by a Club Official and the Player (such signature to be witnessed by a second person);
- (b) a copy of the relevant transfer form or cancelation form (where applicable) as specified in these Rules. The original copies of these forms should be sent to The FA player status department at the same time as the Competition Secretary; and
- (c) the Player's Playing Contract (in the case of a Contract Player),

and such documents must be approved and registered by the Competition Secretary in accordance with these Rules and a registration number must have been allotted to the Player.

Remarks

Pursuant to the Rules, a player must be registered with the League's Competition Secretary and the Football Association in order to participate in the League. Compliance with the above Rules shall be deemed to be compliance with the Criterion.

No.	Grade	Description of UEFA requirement in the provision cited
4.	A	All of the Club's Contract Players must have a written contract with the Club.

Football Association Rules

- C1.2.4 All payments and/or benefits whatsoever due and/or made to a Player must be set out in a written agreement between the Club and the Player. Any other payments and/or benefits whatsoever due and/or made on behalf of, or in relation to, a Player (not otherwise detailed in the written agreement between the Club and Player) must also be set out in a written agreement, to which the Club shall be a party. In each case a copy of any such agreement must be provided to [The FA].

Remarks

Compliance with the Football Association Rules shall be deemed to be compliance with the Criterion.

Documents

Submission of Contract Players' employment contracts pursuant to the Football Association Rules.

No.	Grade	Description of UEFA requirement in the provision cited
5.	B	At least the first team captain (or her replacement) and the first team head coach (or assistant head coach) must in the previous year have attended an event for refereeing matters.

Rules

6.9 Prior to the start of each Playing Season, a Club must hold a meeting between its Players and Club Officials and representatives of each of:

6.9.1 The FA's integrity department; and

6.9.2 The FA's referees department.

Remarks

All Clubs in the League attend an event for refereeing matters, which is hosted by the Football Association, before the start of each Season.

Documentation

Evidence of compliance with Rule 6.9 in relation to the Season in which the application is made will meet the requirements of the Criterion. The Football Association will submit a register of attendance at each event in order to evidence compliance with this Criterion.

No.	Grade	Description of UEFA requirement in the provision cited
6.	B	Each club should establish and apply a policy to tackle racism and discrimination in football

WSL Licence

Paragraph 3.1.2, Schedule 4: The Club shall have in place each of the following policies...Equality and diversity.

Remarks

Pursuant to the terms of the WSL Licence, Clubs must have an Equality and Diversity policy in place.

Clubs will be asked to submit a policy to tackle racism and discrimination in football.

Clubs will also be asked to provide evidence that the policy is being applied, whether by way or workshops or training or the implementation of initiatives or campaigns.

Documents

In order to evidence compliance with this Criterion, Clubs must submit a copy of their policy to tackle racism and discrimination and evidence the application thereof.

No.	Grade	Description of UEFA requirement in the provision cited
7.	B	Each club should establish measures to protect and safeguard youth players.

Rules

6.14 All Participants shall abide by The FA Regulations for the Safeguarding of Children, The FA Safeguarding Vulnerable Adults Policy, The FA's betting rules and The FA Anti-Doping Regulations as amended from time to time.

WSL Licence

Paragraph 3.1.8, Schedule 4: The Club shall have in place each of the following policies...
Safeguarding (in accordance with paragraph 4 below)

Paragraph 4.1, Schedule 4: During the Term of the Licence, the Club warrants and undertakes that it shall:

4.1.1 comply with The FA's Safeguarding Children Policy and Regulations (as produced and amended by The FA from time to time) including for the avoidance of doubt, in relation to all Club recruitment; and

4.1.2 appoint the Designated Safeguarding Officer in line with FA affiliation requirements and make all staff aware of their safeguarding responsibilities under The FA's Safeguarding Children Policy and Regulations.

4.2 The Clubs shall ensure that all Club Staff, Club Players and parents and carers of Club Players are made aware of the identity of the Designated Safeguarding Officer and how to contact them.

Remarks

Pursuant to the terms of the WSL Licence, Clubs must have a safeguarding policy in place and comply with the Football Association's policy and regulations in relation to safeguarding. Compliance with the above terms of the WSL Licence shall be deemed to be compliance with the Criterion.

Documents

In order to evidence compliance with this Criterion, Clubs must submit a copy of their safeguarding policy.

SCHEDULE 2

INFRASTRUCTURE CRITERIA

As explained in paragraph 14.2 of this Licensing Manual, for the purposes of licensing a Club for the UEFA Women's Champions League, in all instances where the requirements of the Rules referenced within this Licensing Manual exceed that of the equivalent Articles from the Regulations, then compliance with the latter will be deemed as fulfilling the Criteria. The Football Association has set out below the documents it expects a Club to submit to evidence that it has satisfied the relevant UEFA Criterion. An applicant Club may provide alternative evidence to satisfy a Criterion. Such evidence will be considered by the UEFA Club Licensing Committee at its absolute discretion as to whether or not that evidence meets the requirements of the relevant Criterion.

No.	Grade	Description of UEFA requirement in the provision cited
8.	A	Availability of a stadium for all home matches in the UEFA Women's Champions League.

WSL Licence

Paragraphs 1.6.1, 1.6.2 and 1.6.4, Schedule 3: The Club shall ensure it has two full Seasons' security of tenure for its Primary Home Ground, a usage agreement for one weekday fixture and one weekend fixture and the Primary Home Ground is available for at least 21 Matches per Season and an arrangement with the Secondary Home Ground that it will be available if the Primary Home Ground is not.

Remarks

Clubs must ensure that they have priority of usage and security of tenure for all home matches in the Licensing Season as at time the licence application is made. Clubs will be required to submit usage agreements to evidence compliance with this Criterion.

The stadium must also fulfil the minimum requirements defined in the UEFA Stadium Infrastructure Regulations and be classified under those Regulations at least as a UEFA category 1 stadium.

Documents

In order to evidence compliance with this Criterion, Clubs must submit the title deeds or agreement or a certified true copy thereof, or official copy of HM Land Registry entry or agreement for the Club's use of the stadium (confirming priority of usage and security of tenure) for all home matches in the UEFA Women's Champions League.

No.	Grade	Description of UEFA requirement in the provision cited
9.	A	Availability of training facilities throughout the year for all teams.

WSL Licence

Paragraph 1.6.3, Schedule 3: The Club shall ensure it has one year's security of tenure for its training ground and a usage agreement which provides for the training ground to be used for the Minimum Contact Time.

Remarks

Pursuant to the terms of the WSL Licence, each Club must have security of tenure for its training grounds in the Licensing Season. Compliance with the above terms of the WSL Licence shall be deemed to be compliance with the Criterion.

Documents

In order to evidence compliance with this Criterion, Clubs must submit an agreement for the Club's use of the training facilities throughout the Licensing Season.

SCHEDULE 3

PERSONNEL AND ADMINISTRATIVE CRITERIA

As explained in paragraph 14.2 of this Licensing Manual, for the purposes of licensing a Club for the UEFA Women's Champions League, in all instances where the requirements of the Rules referenced within this Licensing Manual exceed that of the equivalent Articles from the Regulations, then compliance with the latter will be deemed as fulfilling the Criteria. The Football Association has set out below the documents it expects a Club to submit to evidence that it has satisfied the relevant UEFA Criterion. An applicant Club may provide alternative evidence to satisfy a Criterion. Such evidence will be considered by the UEFA Club Licensing Committee at its absolute discretion as to whether or not that evidence meets the requirements of the relevant Criterion.

No.	Grade	Description of UEFA requirement in the provision cited
10.	A	Club Secretariat: <ul style="list-style-type: none">• available office space• appropriate communication (phone, fax, email and website)• appropriate number of skilled secretarial staff

WSL Licence

Paragraphs 7.2 to 7.4 and 8.1, Schedule 4 and Part 1, Schedule 5: The Club shall have one or more individuals appointed to the role of General Manager with appropriate professional skills, qualifications and experience... [as] specified in Schedule 5.

Remarks

Pursuant to the terms of the WSL Licence, each Club must employ a General Manager. That General Manager must have available office space and the administrative elements as specified in the Criterion above. Compliance with the above terms of the WSL Licence shall be deemed to be compliance with the Criterion.

Documents

Evidence that a General Manager has been employed will be provided pursuant to Criterion 16 below.

No.	Grade	Description of UEFA requirement in the provision cited
11.	A	Administrative manager: Club must have an administrative manager responsible for running its operative matters.

WSL Licence

Paragraphs 7.2 to 7.4 and 8.1, Schedule 4 and Part 1, Schedule 5: The Club shall have one or more individuals appointed to [the role of General Manager] with appropriate professional skills, qualifications and experience... [as] specified in Schedule 5.

Remarks

Pursuant to the terms of the WSL Licence, each Club must employ a General Manager. Compliance with the above terms of the WSL Licence shall be deemed to be compliance with the Criterion.

Documents

Evidence that a General Manager has been employed will be provided pursuant to Criterion 16 below.

No.	Grade	Description of UEFA requirement in the provision cited
12.	A	Doctor: the Club must have at least one doctor who is responsible for medical support during matches and training as well as for doping prevention.

WSL Licence

Paragraphs 7.2 to 7.4 and 8.1, Schedule 4 and Part 6, Schedule 5: The Club shall have one or more individuals appointed to [the role of Doctor] with appropriate professional skills, qualifications and experience... [as] specified in Schedule 5.

Remarks

Pursuant to the terms of the WSL Licence, each Club must employ a Doctor. Compliance with the above terms of the WSL Licence shall be deemed to be compliance with the Criterion.

Clubs must also establish terms of reference outlining the responsibilities of the Club doctor (to include training and doping prevention).

Documents

Evidence that a Doctor has been employed will be provided pursuant to Criterion 16 below.

The Club must also submit a copy of the terms of reference and provide confirmation signed by an Authorised Signatory of the Club as well as by Doctor that the Doctor does have this responsibility in practice.

The declaration must be submitted prior to 1 March 2021.

No.	Grade	Description of UEFA requirement in the provision cited
13.	A	Physiotherapist: the Club must have appointed at least one physiotherapist who is responsible for medical treatment and massages for the senior team during training and matches.

WSL Licence

Paragraphs 7.2 to 7.4 and 8.1, Schedule 4 and Part 5, Schedule 5: The Club shall have one or more individuals appointed to [the role of physiotherapist] with appropriate professional skills, qualifications and experience... [as] specified in Schedule 5.

Remarks

Pursuant to the terms of the WSL Licence, Clubs must employ a physiotherapist. Compliance with the above terms of the WSL Licence shall be deemed to be compliance with the Criterion.

Documents

Evidence that physiotherapist has been employed will be provided pursuant to Criterion 16 below.

No.	Grade	Description of UEFA requirement in the provision cited
14.	A	Head Coach: the Club must have appointed a qualified head coach who is responsible for football matters of the senior team. The head coach must hold the highest available valid UEFA coaching licence or an equivalent valid non-UEFA qualification.

The head coach must hold one of the following minimum coaching qualifications:

- i) Valid UEFA A coaching licence of a UEFA member association;
- ii) Valid non-UEFA coaching diploma which is equivalent to the one required for the licence under i) above and recognised by UEFA as such.

WSL Licence

Paragraphs 7.2 to 7.4 and 8.1, Schedule 4 and Part 3, Schedule 5: The Club shall have one or more individuals appointed to [the role of Head Coach] with appropriate professional skills, qualifications and experience... [as] specified in Schedule 5.

Remarks

Pursuant to the terms of the WSL Licence, Clubs must employ a Head Coach. Compliance with the above terms of the WSL Licence shall be deemed to be compliance with the Criterion.

Documents

Evidence that a Head Coach has been employed will be provided pursuant to Criterion 16 below.

Clubs must provide evidence that the Head Coach holds one of the minimum coaching qualifications listed above and The FA may verify this using Whole Game System.

No.	Grade	Description of UEFA requirement in the provision cited
15.	A	Youth Coaches – the Club must have appointed at least one coach who is responsible for all football matters in relation to the youth teams [<i>see no. 1 included in the Sporting Criteria above</i>]. The youth coach must hold the minimum qualification as defined by the UEFA member association.

RTC Criteria

9.5 Technical Staff

All technical staff (excluding volunteer coaches) must hold one of the following:

FA Youth Award Modules 1 and 2; Blocks 1 and 2 of the 'new' (post Aug 1st 2016) FA Level 2 in Coaching Football, or be booked onto these specific blocks within six months of being appointed within the Regional Talent Club;

The 'new' (post Aug 1st 2017) FA Level 3 (UEFA B) in Coaching Football. Coaches who have completed the existing FA Level 3 (UEFA B) in Coaching Football must fulfil one of the above

requirements, or have completed Block 1 of the 'new' FA Level 3 or be booked on this block within six months of being appointed within the Regional Talent Club.

- One Technical Director who must hold a FA Level 4 (UEFA A) Licence. It is best practice for the Technical Director to hold a FA Youth Award Module 3 or Block 1 of the 'new' FA Level 3 (UEFA B). The Technical Director must be present at all training sessions unless they are split over two sites, and attend one fixture each weekend. They must not be Head or Assistant Coach for an age group.
- Under 16 and under 14 Head Coaches both must hold a UEFA B Licence.
- Under 16 and under 14 Assistant Coaches both must hold a UEFA B Licence.
- Under 12 and under 10 Head Coaches both must hold a minimum of FA Level 2 Certificate in Coaching Football.
- Under 12 and under 10 Assistant Coaches both must hold a minimum of FA Level 2 Certificate in Coaching Football.
- All technical staff to hold FA Level 1 Introduction to First Aid in Football (IFAiF) or a valid FA Emergency First Aid qualification.
- One representative who will be present at all under 10 to under 12 teams mixed football matches must hold a FA Level 2 Emergency First Aid in Football (EFAiF) qualification) or the FA Basic First Aid for Sport (BFAS) qualification.
- Cover coaches available at short notice that is registered and FA Licenced and meet all the same coach criteria.

Academy Criteria

- 5.6 All technical staff (being those involved with coaching of Academy Players) must hold one of the following:
- 5.6.1 FA Youth Award Modules 1 and 2; or
 - 5.6.2 Blocks 1 and 2 of the 'new' FA Level 2 in Coaching Football, or be booked onto these specific blocks within six months of being appointed to work at the Academy; or
 - 5.6.3 the 'new' UEFA B licence from 2017/18. Coaches who have completed the previous FA Level 3 (UEFA B) in Coaching Football must fulfil one of the requirements set out in (a) or (b), or have completed Block 1 of the 'new' FA Level 3 or be booked on this block within six months of being appointed to the Academy Team.
- 5.7 The Club shall appoint a person to perform the role of Academy head coach who shall be present at all training sessions and all Competition Matches.

Remarks

Pursuant to the Academy Criteria, Clubs must employ an Academy head coach.

Where a Club runs a Regional Talent Club, compliance with the RTC Criteria shall be deemed to be compliance with the Criterion. Where a Club does not run a Regional Talent Club, it must ensure that

it has appointed a coach who is responsible for all football matters in relation to the youth teams and that the coach holds the minimum qualification as defined by the UEFA member association.

Documents

In order to evidence compliance with this UEFA Criterion, Clubs must submit a list of coaches and their qualifications and their qualification will be confirmed using Whole Game System.

Evidence that a youth coach has been employed will also be provided pursuant to Criterion 16 below.

No.	Grade	Description of UEFA requirement in the provision cited
16.	B	Rights and duties of all staff members listed in nos. 10 to 15 must be in writing

WSL Licence

Paragraphs 7.2 to 7.4 and 8.1, Schedule 4 and Schedule 5: The Club shall have one or more individuals appointed to the roles with appropriate professional skills, qualifications and experience... [as] specified in Schedule 5.

Documents

In order to evidence compliance with this Criterion, the Club must submit employment contracts for all relevant staff members. Employment contracts can be redacted as regards remuneration (only) if considered necessary by the Club.

No.	Grade	Description of UEFA requirement in the provision cited
17.	B	Duty during the Licensing Season to replace any vacancies in the posts listed in nos. 10 to 15 within 60 days.

WSL Licence

Paragraph 7.2, Schedule 4

The Club shall ensure that at all times during the Term one or more individuals is appointed to each Club Key Staff role referred to in Schedule 5.

Paragraph 8.2, Schedule 4

The Club shall further inform The FA promptly upon any Club Key Staff member leaving his/her position and provide details of any individual replacing that person, providing evidence of compliance with the requirements of this Licence in relation to such individual within 10 days of any such change.

See the declarations to be given in Form UL1.

Remarks

It is accepted that notice periods are often longer than 60 days, and the Criterion will not be deemed to be breached provided that an offer of employment is made within 60 days even if the offeree does not take up post until conclusion of their notice period with their current employer. If this is the case, a qualified member of staff should temporarily hold the position to be compliant with the Criterion.

Documents

See the declarations to be given in Form UL1.

SCHEDULE 4
LEGAL CRITERIA

As explained in paragraph 14.2 of this Licensing Manual, for the purposes of licensing a Club for the UEFA Women's Champions League, in all instances where the requirements of the Rules referenced within this Licensing Manual exceed that of the equivalent Articles from the Regulations, then compliance with the latter will be deemed as fulfilling the Criteria. The Football Association has set out below the documents it expects a Club to submit to evidence that it has satisfied the relevant UEFA Criterion. An applicant Club may provide alternative evidence to satisfy a Criterion. Such evidence will be considered by the UEFA Club Licensing Committee at its absolute discretion as to whether or not that evidence meets the requirements of the relevant Criterion.

No.	Grade	Description of UEFA requirement in the provision cited
18.	A	Declaration in respect of participation in the UEFA Women's Champions League

Documents

See the declarations to be given in Form UL1.

No.	Grade	Description of UEFA requirement in the provision cited
19.	A	Legal Information

WSL Licence

Paragraph 2.1, Schedule 4

The Club warrants that on the Effective Date and throughout the Term:

- 2.1.1 it has and shall have its own bank account; and
- 2.1.2 it is properly constituted as a separate legal entity capable of entering into commitments of a legal and binding nature. The Club will provide to The FA copies of its certificate of incorporation and articles of association along with any other information reasonably requested by The FA for such purposes.

Remarks

Compliance with the above terms of the WSL Licence and the submission of Form UL1 will be deemed to be compliance with the Criterion.

Documents

The documents referred to in Paragraph 2.1, Schedule 4 of the WSL Licence and Form UL1.

SCHEDULE 5

FINANCIAL CRITERIA

As explained in paragraph 14.2 of this Licensing Manual, for the purposes of licensing a Club for the UEFA Women's Champions League, in all instances where the requirements of the Rules referenced within this Licensing Manual exceed that of the equivalent Articles from the Regulations, then compliance with the latter will be deemed as fulfilling the Criteria. The Football Association has set out below the documents it expects a Club to submit to evidence that it has satisfied the relevant UEFA Criterion. An applicant Club may provide alternative evidence to satisfy a Criterion. Such evidence will be considered by the UEFA Club Licensing Committee at its absolute discretion as to whether or not that evidence meets the requirements of the relevant Criterion.

No.	Grade	Description of UEFA requirement in the provision cited
20.	A	Annual Accounts

Remarks

For the purposes of an application for a UEFA Club Licence, a Club shall by 1 March 2021 submit to the League a copy of its Annual Accounts in respect of its most recent financial year prepared in accordance with applicable UK law and regulatory requirements including the Act and FRS/IFRS. The Annual Accounts shall include as a minimum a balance sheet and a profit and loss account and shall be evidenced as approved on behalf of the board of the Club.

Documents

In order to evidence compliance with this UEFA Criterion, a Club must submit Annual Accounts that meet the requirements of Criteria 20.

No.	Grade	Description of UEFA requirement in the provision cited
21.	A	Overdue payables

Remarks

For the purposes of an application for a UEFA Club Licence, each Club must by 7 April 2021 (or such later date as the League shall specify) prove that subject to (b) below:

- (i) no Compensation Fee, Loan Fee or Contingent Sum payable pursuant to a transfer agreement entered into prior to the preceding 31 December; and
- (ii) no sum payable to or in respect of an employee in relation to services provided prior to the preceding 31 December (including PAYE and NIC),

is or was overdue as at 31 March 2021.

For the purpose of the above:

- (a) "employee" means a Contract Player or a Head Coach, General Manager, Doctor, Youth Coach and physiotherapist (as referred to at Criteria 11 to 15 of the Licensing Manual).
- (b) an amount shall not be treated as overdue as at 31 March 2021 if by that date it has been paid or the date for payment has been extended by means of a written agreement with the

creditor or it is the subject of current litigation or arbitration proceedings or has been submitted to a dispute resolution procedure of the League, the Football Association, UEFA or FIFA. Any such debt shall nevertheless be deemed to be overdue if:

- any claim brought by the Club in respect of it has, in the reasonable opinion of the UEFA Club Licensing Committee been brought for the sole purpose of avoiding payment by 31 March 2021;
 - any defence of the Club to a claim brought by a creditor in respect of such a debt is, in the reasonable opinion of the first instance body, manifestly unfounded.
- (c) for the avoidance of doubt the terms “Compensation Fee”, “Contingent Sum” and “Loan Fee” include, where applicable, any solidarity mechanism due under Article 21 of FIFA Regulations on the Status and Transfer of Players and any joint and several liability decided by a competent authority for the termination of a contract by a player;
- (d) any Contingent Sums to be considered under Criteria 21 Remark (i) are those that become payable upon the happening of a contingent event on or before 31 December 2020;
- (e) for the purposes of assessment for the UEFA Club Licence, any payments due to a Player under an image rights contract should be considered as payables falling within Article 50 of the Regulations. Accordingly, for the purposes of assessing compliance with those Regulations and with the Criteria set out in the Licensing Manual only, Criteria 21 Remark (ii) shall be read as if they were included therein; and
- (f) in respect of any solidarity mechanism due under Article 21 of FIFA Regulations on the Status and Transfer of Players an amount shall not be deemed to be overdue where a Club is able to demonstrate to the reasonable satisfaction of the UEFA Club Licensing Committee that it has taken all reasonable measures to identify and pay a creditor club.

Compliance with (i) and (ii) and the Remarks above will be deemed to be in compliance with this Criterion.

The required proof will be established as follows:

- (i) in relation to international transfers by reference to the clearing house system operated under Football Association Rule C1.7.5 and to FIFA Transfer Matching System;
- (ii) in relation to any dispute between a Club and a Player by enquiry of the Professional Footballers' Association;
- (iii) in relation to any dispute between a Club and a Head Coach by enquiry of the League Managers' Association;
- (iv) in relation to employees other than Players by the submission and assessment of Form UL3 and a written statement from each such employee confirming whether or not all sums due to them from the Club have been paid on the agreed date.
- (v) Copies of any documentation in support of the application of Criteria 21 Remark (b), if applicable, should be submitted for consideration;
- (vi) in relation to “pay as you earn” tax and national insurance contributions arising from contractual agreements with employees (as defined in Criteria 21 Remark (a)), the submission to the League of Form UL3 (together with supporting documentation) or Form UL4;

- (vii) by the statement to this effect in Form UL3; and
- (viii) by the Compensation Fee Analysis referred to below.

Each Club must provide an analysis by Player (“the Compensation Fee Analysis”) of the total sums payable in respect of Compensation Fees, accrued Contingent Sums and Loan Fees (see Criteria 21 Remark (b) above) as at 31 March 2021 in relation to contracts entered into prior to 31 December 2020. The analysis is to include:

1. all new player registrations (including Temporary Transfers, but excluding players returning to a Club from a Temporary Transfer) in the twelve month period to 31 December 2020,
2. player name and date of birth,
3. any amount payable to a Club or any other club (even if the creditor club has not requested payment) at 31 March 2021,
4. any contingent amounts not yet crystallised,
5. the name of the player to which it relates and
6. any amounts that are overdue, in dispute or subject to proceedings set out in Criteria 21 Remark (b) at 31 March 2021.

Supporting documentation should be provided in respect of any amounts highlighted as overdue or in dispute. The Compensation Fee Analysis is to be evidenced as having been approved by an Authorised Signatory.

Documents

- (a) The Compensation Fee Analysis as described above together with copies of any transfer contract entered into in the twelve month period to 31 December 2020 and evidence of the payment of all transfer fees in the fifteen month period to 31 March 2021 in respect of any completed transfer to 31 December 2020;
- (b) Form UL1;
- (c) Form UL3;
- (d) Written statements from employees as described in point (iv) above;
- (e) Documentation in support of the application of Criteria 21 Remark (b), if applicable, as described in point (v) above; and
- (f) Form UL4 (if utilised).

Form UL1 and Form UL3 must be signed by an Authorised Signatory. Statements on these forms, if false, will render him/her and his/her Club liable to misconduct proceedings pursuant to Football Association Rule E.

If Form UL4 is utilised, the auditors will be engaged by and report to the Club. The assessment procedures undertaken by the auditors are to be consistent with those set out in International Standard Related Services (ISRS) 4400.

THE FOOTBALL ASSOCIATION LICENSING MANUAL
FOR THE UEFA WOMEN'S CHAMPIONS LEAGUE
APPLICATION FOR UEFA CLUB LICENCE

To: The League

Full company name ("the Club"):

.....

Company number:

hereby applies for a UEFA Club Licence for Season 2021/22.

For the purposes of this form, the terms used are as defined as in the Licensing Manual (unless otherwise stated).

It is hereby certified that the Club has complied and will continue to comply with the rules of the League and the Criteria referred to in the Licensing Manual and confirms that:

- (1) the Club acknowledges and agrees to be bound by and to comply with (both on its own behalf and on behalf of all companies, organisations or entities within its Group (as defined in the Licensing Manual) the provisions and conditions of the Licensing Manual and the UEFA Club Licensing and Financial Fair Play Regulations (Edition 2018);
- (2) the documents which are or have previously been submitted in support of the application are complete and correct as of the date of this application;
- (3) the Club authorises the League, the UEFA Club Licensing Committee and UEFA to examine all relevant documents and agrees to provide to those bodies all documents and/or information relevant to the issue of a UEFA Club Licence;
- (4) the Club undertakes to promptly inform the League about any significant change, event, or condition of major economic importance (meaning an event or condition that is considered material to the financial statements of the reporting entity and would require a different (adverse) presentation of the results of the operations, financial position and net assets of the reporting entity if it occurred during the preceding financial reporting period or interim period).
- (5) the Club undertakes to notify the League of any change of personnel in the positions listed below within 21 days of such change and to ensure that if vacancies in such positions arise, it will as soon as reasonably practicable and in any event within 60 days of the vacancy arising recruit personnel suitably qualified in accordance with the requirements of the Licensing Manual to fill such vacancies:
 - General Manager (acting as club secretariat/administrative manager)
 - Doctor
 - Physiotherapist
 - Head Coach
 - Youth Coach

- (6) the Club acknowledges that UEFA reserves the right to execute compliance audits (in the presence of the Football Association and the League) in order to review the UEFA licensing application procedure;
- (7) the Club undertakes to recognise the Court of Arbitration for Sport in Lausanne, Switzerland as the sole competent body to decide on sports related disputes between it and UEFA;
- (8) the Club undertakes to compete in season 2021/22 in the UEFA Women's Champions League (subject to the grant of a UEFA Club Licence); and
- (9) without prejudice to the general confirmation given above that the Club has complied with and will continue to comply with the Rules of the League, the Club confirms that no Insolvency Event (as defined in the Rules) has occurred, and that upon an Insolvency Event happening, it will forthwith give written notice to the Football Association and the Competition Secretary of the League in accordance with League Rule 19.2.1.

Declaration

In consideration of the Football Association and/or the League processing this application, I confirm on behalf of the Club that:

- (10) the Club hereby forever releases and discharges any actions, claims, liabilities, rights, demands and set-offs, whether in this jurisdiction or any other, whether or not presently known to the Club or to the law including but not limited to claims arising from rights acquired from third parties, and whether in law or equity, that it, its parent, subsidiaries, assigns, transferees, representatives, principals, agents, officers and directors or any of them ever had, may have or hereafter can, shall or may have against the Football Association and/or the League or any other of its present and former parent, subsidiaries, assigns, transferees, representatives, principals, agents, officers or directors arising out of or connected with the administration in good faith of the licensing process, together with any decision made by the Football Association (or any committee, tribunal or panel convened under the Football Association Rules, the Rules or this Licensing Manual) concerning the granting, refusal or withdrawal of any UEFA Club Licence of any Club;
- (11) the confirmations provided in this form are true to the best of my knowledge and belief.
- (12) I have read paragraph 12.1 of the Licensing Manual and acknowledge and agree that, except in cases where by law liability cannot be excluded or limited, neither the Football Association nor the League shall attract or incur any liability whatsoever including for any loss of profit, goodwill or anticipated savings, or for any special, indirect or consequential loss or damages of whatsoever kind whether in contract, tort (including negligence) howsoever arising in connection with the administration in good faith of the licensing process pursuant to the Regulations;
- (13) the Club shall fully and effectively indemnify and hold harmless, and keep indemnified and held harmless, the Football Association and its affiliates, and the League, and each of their respective officers, directors, employees, agents, representatives and sub-contractors, on demand, from and against any and all losses, damages, judgments, liabilities, penalties, claims, suits, expenses (including without limitation legal expenses) and costs arising out of, related to, or in connection with the provision and/or submission of incorrect, false and/or incomplete documents or information to the Football Association or the League as part of the application for the grant of a UEFA Club Licence and/or a failure by the Club to immediately correct, amend or update any documents or information previously provided to the Football Association or the League as part of the application process;
- (14) insofar as is reasonably practicable, the indemnity referred to at paragraph 13, above, shall be made prior to a loss or expense being incurred, so that the Football Association or the League (as applicable) does not have to make payment itself and then seek reimbursement from the Club under that indemnity; and
- (15) the indemnity granted pursuant to paragraph 13, above, shall survive the withdrawal or expiry of the relevant UEFA Club Licence.

Signed

Authorised Signatory

Position

Date

THE FOOTBALL ASSOCIATION LICENSING MANUAL

FOR THE UEFA WOMEN'S CHAMPIONS LEAGUE

APPEAL AGAINST REFUSAL/WITHDRAWAL OF A UEFA CLUB LICENCE

To: The League

..... Limited, company number* ("the Club")
hereby appeals to Sports Dispute Resolution Panel Limited against the decision of the Football
Association made on [date] to [refuse the Club's application for a] or [withdraw the Club's] * * UEFA
Club Licence.

** insert full company name and number*

*** delete as appropriate*

The Club's grounds of appeal are:

Signed

Authorised Signatory

Position

Date

THE FOOTBALL ASSOCIATION LICENSING MANUAL
FOR THE UEFA WOMEN'S CHAMPIONS LEAGUE

CONFIRMATION OF PAYMENT OR DEFERRED PAYMENT TO EMPLOYEES AND OF PAYROLL
TAXES

For the purposes of this form, the terms used are as defined as in the Licensing Manual (unless otherwise stated).

1: CONFIRMATION OF PAYMENT OR DEFERRED PAYMENT TO EMPLOYEES

During the calendar year 2020, the following were employees (as defined in Remark (a) in respect of Criteria 21 in this Licensing Manual, excluding Players) and the sums overdue (if any) are shown in the column headed "Total Amount Payable at 31 March 2021 in respect of services provided prior to 31 December 2020."

Employee Name	Dated started if within the year	Date terminated if within the year	Total Amount Payable at 31 March 2021 in respect of services provided prior to 31 December 2020	Due date	Please attach full explanations as to why a payable is overdue, stating whether it has been deferred by agreement or is subject to litigation or any other dispute resolution procedure
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General Manager

1					
2					

Head Coach

1					
2					

Doctor

1					
2					

Physiotherapist

1					
2					

Youth Coach

1					
2					

2: PAYE & NIC IN RESPECT OF ALL EMPLOYEES

Amount payable at 31 December 2020 subsequently paid (Note 1)

Amount payable at 31 December 2020 still outstanding

Amount subject to a payment agreement with HMRC (Note 2)

Amount in dispute and not reported as overdue (Note 3)

The Club confirms that the information declared on this Form is complete and correct and that:

- (a) all Compensation Fees, Loan Fees and Contingent Sums (which have become due and payable); and
- (b) all sums payable to or in respect of employees (as defined in Remark (a) in respect of Criteria 21 in this Licensing Manual) including PAYE and NIC; and
- (c) all image contract payments paid pursuant to image contracts whose beneficiaries are Players;

have been paid on their due dates save for those to which Rule Remark (b) in respect of Criteria 21 in this Licensing Manual applies.

Further details of any Compensation Fees, Loan Fees and Contingent Sums to which Remark (b) in respect of Criteria 21 in this Licensing Manual applies and of any such Image Contract Payments payable on or before 31 December 2020 which were made unpaid as at 31 March 2021 are enclosed.

This confirmation is given on the basis of enquiries of management and staff with relevant knowledge and experience and of inspection of supporting documentation sufficient to satisfy myself that I can properly give this confirmation to you.

Note 1:

Proof of liability and of payment is attached together with a reconciliation to the Club's Annual Accounts for the period.....2020 submitted in accordance with Criterion 20 of the Licensing Manual. Alternatively Form UL4 signed by the Club's auditors is attached.

Note 2:

PAYE and NI contributions due as at 31 December 2020 are payable over a period of time in accordance with an agreement to that effect between the Club and HM Revenue and Customs written confirmation of which is attached hereto.

Note 3:

Full details of disputed amount attached.

Signed
Authorised Signatory:

Position
Date:

THE FOOTBALL ASSOCIATION LICENSING MANUAL
FOR UEFA WOMEN'S CHAMPIONS LEAGUE

AUDITORS' CONFIRMATION OF PAYMENT OR
DEFERRED PAYMENT OF PAYROLL TAXES

Report of [name of Auditors] to.....Football Club ("the Club")

For the purposes of this form, the terms used are as defined as in the Licensing Manual (unless otherwise stated).

Further to the financial criteria 21 set out in the Licensing Manual, we have been engaged by the Club under the terms of our engagement letter dated [date] for the purposes of supplying the following report. Our responsibility, under the terms of our engagement letter, is to form an opinion, on the basis of the work performed, and report our opinion to the Club.

Our report has been prepared for the Club solely in connection with its application for a UEFA Club Licence. It has been released to the Club and for information purposes only to the Women's Super League and the Football Association on the basis that our report shall not be copied, referred to or disclosed, in whole or in part, without our prior written consent, save for the Club's or the Women's Super League's or the Football Association's own internal purposes.

Our report was designed to meet the agreed requirements of the Club determined by the Club's needs at the time. Our report should not therefore be regarded as suitable to be used or relied on by any party other than the Club wishing to acquire rights against us for any purpose or in any context. Any party other than the Club which obtains access to our report or a copy and chooses to rely on our report (or any part of it) will do so at its own risk. To the fullest extent permitted by law, we will accept no responsibility or liability in respect of our report to any other party (including without limitation the Women's Super League and the Football Association).

In this report, "Assessment Date" means [*enter date, to be no earlier than 31 December 2020*].

Basis of Opinion

Our work consisted of the following procedures:

- agreeing the recorded balance of payroll taxes, being PAYE and NIC as at the Assessment Date to the payroll records of the Club;
- obtaining representations from the directors of the Club that either:
 - (a) the balance as at the Assessment Date has been fully paid as of the date of our examination; or
 - (b) an agreement has been reached for payment on deferred terms;

- examination of the bank statements, in support of the representations under (a) above; or
- examination of documents, including agreements with the taxation authorities, in support of representations under (b) above.

Our work was restricted to the procedures set out above and was not directed to the discovery of errors or misstatements which we consider to be immaterial. The procedures we performed did not constitute a review or an audit of any kind.

We do not accept any responsibility for any reports previously given on any financial information used in the preparation of this report (including any audit reports on the financial statements or tax advice provided) beyond that owed to those to whom those reports were addressed by us at the dates of their issue. This provision shall also apply to any reports (including audit reports and tax advice) issued in future.

Opinion

Based solely on the work outlined above, in our opinion:

[either*]

All the recorded payroll taxes, being PAYE and NIC, outstanding at the Assessment Date have according to the accounting records of the Club since that date been paid in full;

[or*]

All the recorded payroll taxes, being PAYE and NIC, outstanding at the Assessment Date are in the course of payment under an agreement reached with the tax authorities. A copy of the agreement letter is attached.

*delete as appropriate