#### B. SUPERVISION OF COMPETITIONS AND MATCHES

### **PURPOSE**

- 1. The purpose of this Rule B is to enable The Association to discharge the responsibilities that it owes to FIFA and UEFA, in its capacity as the member association of FIFA and UEFA for England:
  - 1.1 to organise and/or supervise the game of football in all its forms in England, including:
    - 1.1.1 organising football competitions and/or supervising their organisation by Affiliated Associations and/or other competition organisers;
    - 1.1.2 maintaining Rules and regulations applicable to such competitions and/or to the game generally, as necessary to promote the objects of The Association and to ensure the proper organisation and conduct of such competitions in a manner that protects their safety, regularity, and integrity;
    - 1.1.3 approving the constitutions of and defining the scope of authority and the rights and duties of Affiliated Associations and competition organisers to organise league and cup competitions, and approving the regulations issued by those Affiliated Associations and competition organisers for the conduct of such competitions;
    - 1.1.4 ensuring, or requiring its Affiliated Associations and competition organisers to ensure, the consistent and effective enforcement of its Rules and regulations and of the competition-specific regulations that it has approved for the competitions they organise;
    - 1.1.5 preserving the sanctity of promotion and relegation between domestic league competitions; and
  - 1.2 to ensure compliance by Clubs and other Participants with the statutes, regulations, directives, and decisions of FIFA and UEFA, including (without limitation) ensuring that:
    - 1.2.1 Clubs do not form international combinations or alliances and/or participate in international competitions without the consent of FIFA and UEFA;
    - 1.2.2 Clubs and Players do not play matches or make sporting contacts with players or teams that are not affiliated to FIFA member associations without the approval of FIFA; and
    - 1.2.3 Clubs do not play or organise matches on the territory of another FIFA member association without the approval of The Association and that other member association.

#### Guidance

"International combinations or alliances" is intended to cover predominantly any combination or alliance which, if formed, is likely to breach FA Rules and in particular Rule B. If Clubs are unsure as to whether an arrangement is caught, they are advised to contact The Association.

"Sporting contacts" is a term used in the FIFA Statutes. For the purpose of Rule B, it should be construed to include (without limitation) making contact for the purpose of the training or acquisition of players or staff (including potential players or staff).

These words retain the same meaning where used elsewhere in this Rule.

- 2. The Association will exercise all powers and authorities conferred on it by this Rule B either:
  - 2.1 through the Board in relation to the Premier League, EFL, FAWSL, and FAWC (including any cup, youth and/or reserve team competitions which they organise); or
  - 2.2 through Council for all other levels of the game, unless otherwise specified; or
  - 2.3 to the extent specified in the Sanction and Control of Competition Regulations, by delegation to an Affiliated Association.
- 3. References in this Rule B to 'competitions' and 'matches' extend to so-called 'friendly' competitions and matches, and to competitions and matches staged for charitable and/or testimonial purposes. In this context, 'competition' includes any format of competition, including (without limitation) leagues and knock-out (cup) competitions, and combinations thereof. Where powers under this Rule B are exercised by Council, notwithstanding any other provision in this Rule B Council may waive or vary requirements in respect of Participants, competitions or matches to meet criteria specified by Council or its nominee. For example this could include waiving certain requirements of Rule B at a particular level of the game.

### **COMPETITIONS AND MATCHES**

- 4. Clubs, Club Officials, Match Officials, Players, and other Participants may not participate in, or support in any manner, directly or indirectly (e.g., by providing facilities for), any competition or match staged in England unless it has been authorised:
  - 4.1 by UEFA and/or FIFA, in accordance with their respective statutes and regulations; or
  - 4.2 by The Association, in accordance with this Rule B; or
  - 4.3 by an Affiliated Association, in accordance with the Sanction and Control of Competition Regulations.
- 5. Accordingly, any competition or match staged in England that is not authorised by UEFA and/or FIFA requires the authorisation of The Association or (where applicable) an Affiliated Association in accordance with this Rule B before Clubs, Club Officials, Match Officials, Players or other Participants may participate in or support it.

- 6. Unless otherwise specified, The Association and Affiliated Associations will authorise competitions and matches staged in England on a season-by-season basis (i.e., the authorisation will be valid for one season only, and new authorisation will be required for the competition or match to be staged again the following season). Authorisation will only be granted if the following conditions are met to the satisfaction of The Association (or, where applicable, its Affiliated Association):
  - As a condition precedent to participation, all of the Clubs involved in the competition or match must be affiliated to The Association or another FIFA member association.
  - 6.2 The rules and regulations applicable to the competition or match should comply with, and should not conflict with, the statutes and regulations of FIFA, the statutes and regulations of UEFA, the Laws of the Game, and the Rules of The Association.
  - 6.3 There must be adequate and appropriate mechanisms in place to ensure the effective and transparent enforcement of the rules and regulations applicable to the competition or match and to discipline any non-compliance with those rules and regulations. In particular (but without limitation):
    - 6.3.1 Appeals relating to decisions of the Premier League, EFL, FAWSL, or FAWC will be dealt with as specified in the rules and regulations applicable to their respective competitions.
    - 6.3.2 Appeals relating to decisions of all other competition organisers will be heard by an appeal board appointed by The Association or (where the competition or match is authorised by an Affiliated Association) by an appeal board appointed by the Affiliated Association.
  - 6.4 The competition or match must satisfy such other objective and non-discriminatory conditions as are considered necessary by The Association to achieve the purposes of this Rule B.
  - Any fee charged by The Association to cover its time and costs of considering and processing the application must be paid.
- 7. Where a competition or match requires the authorisation of The Association in accordance with Rule B.6, the organiser of the competition or match must apply for that authorisation as soon as practicable, and in any event by the deadline specified by The Association. The application must be made using the form specified from time to time by The Association, and the following information must be included with the application:
  - 7.1 A list of the Clubs involved in the competition or match, and confirmation that all such Clubs are affiliated to The Association or another FIFA member association.
  - 7.2 A copy of the rules and regulations applicable to the competition or match, together with confirmation from the organiser that those rules and regulations comply with, and do not conflict with, the statutes and regulations of FIFA, the statutes and regulations of UEFA, the Laws of the Game, and the Rules of The Association.
    - 7.2.1 Where previous editions of the same competition or match were authorised by The Association, the application for authorisation of the

competition or match must highlight any differences between (a) the rules and regulations for the upcoming edition of that competition or match; and (b) the rules and regulations that applied to the last authorised edition of the competition or match.

- 7.3 The rules and regulations applicable to the competition or match must include a description of the mechanisms that will be in place to ensure the effective and transparent enforcement of the rules and regulations and to discipline any non-compliance with those rules and regulations.
- 8. The Association may request such further information from the applicant about the competition or match as it deems necessary, and may also consult as appropriate with other relevant stakeholders. It may authorise the competition or match subject to satisfaction of any conditions that it considers necessary or appropriate to ensure compliance with the requirements of Rule B.6. If the organiser fails to comply with any of the specified conditions, The Association may suspend the playing of the competition or match and/or declare the competition or match to be unauthorised.
- 9. Where a competition or match that is the subject of an application for authorisation satisfies the conditions set out in Rule B.6, and therefore accords with the purposes of this Rule B, The Association will grant the application. Where The Association is considering denying an application for authorisation, it will give the applicant a fair opportunity to address its concerns before issuing any adverse decision, and any subsequent adverse decision (which will be given in writing, with reasons) may be challenged before a Tribunal in accordance with Rule K (to the exclusion of any other right or remedy).
  - 9.1 Where previous editions of the same competition or match have been authorised by The Association, The Association will not refuse authorisation for a further edition of that competition or match unless there has been a material change in circumstances that warrant such refusal.
- 10. Once The Association has authorised a competition or match, the rules and regulations applicable to that competition or match may not be amended without the consent of The Association (such consent not to be withheld where the amendments satisfy the conditions set out in Rule B.6 and therefore accord with the purposes of this Rule B). Where the organiser demonstrates that urgent consideration of the proposed amendments is required (other than due to the fault of the organiser), The Association will use all reasonable efforts to expedite its consideration of the amendments. Amendments to the rules and regulations that have not been approved by The Association will be invalid and unenforceable, and may not be implemented by the competition organiser.
- 11. Upon the request of any interested party, The Association will confirm whether or not a particular competition or match has been authorised in accordance with this Rule B. The fact of such authorisation will not make The Association liable in respect of any claims subsequently arising in relation to the competition or match.
- 12. The Association will apply the FIFA Regulations Governing International Matches in respect of matches or competitions (a) that are contested between teams affiliated to The Association and teams affiliated to one or more other FIFA member associations; <sup>1</sup> or (b) that are contested

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This will not apply in respect of Welsh clubs playing football in competitions authorised by The Association or an Affiliated Association under this Rule B.

between teams affiliated to The Association and that are played in the territory of another FIFA member association; and (c) that are not organised by FIFA or UEFA (or another FIFA confederation).

- 13. Clubs, Club Officials, Match Officials, Players, and other Participants must comply with the FIFA Regulations Governing International Matches and with any requirements set by The Association in relation to those regulations. They may not:
  - 13.1.1 form international combinations or alliances or participate in or support in any manner, directly or indirectly, any competition or match staged outside of England without the prior written approval of FIFA and UEFA; or
  - 13.1.2 participate in matches or make sporting contacts with players or teams that are not affiliated to FIFA member associations, unless they have the prior written approval of FIFA; or
  - 13.1.3 participate in, or support in any manner, directly or indirectly, any competition or match staged outside of England unless they have the prior written approval of The Association and of the relevant FIFA member association of the territory where the competition or match is staged.

#### Guidance

The words "support in any manner, directly or indirectly" should be construed widely. For the avoidance of doubt, The Association's response to any potential breach of this provision shall be proportionate to the harm caused by such breach.

# **COMPLIANCE**

- 14. A breach by a Club, Club Official, Match Official, Player, or other Participant of Rule B.4 and/or Rule B.13 constitutes Misconduct.
- 15. Liability for breach of Rule B.4 and/or Rule B.13 is strict, i.e., no proof of intent, recklessness, or any other fault is required. In particular (but without limitation), it is the responsibility of each Club, Club Official, Match Official, Player, and other Participant to establish that a particular competition or match is authorised as required under this Rule B before participating in it or supporting it in any manner; ignorance of its unauthorised status will not be a defence to a charge of Misconduct that results from such participation or support. However, in accordance with Rule B.19, the degree of fault of the non-compliant Club, Club Official, Match Official, Player, or other Participant may impact on the sanctions imposed for such breach.
- 16. The Association will investigate and take disciplinary action as necessary against any Club, Club Official, Match Official, Player, or other Participant that commits such Misconduct. Any disciplinary action taken against a Club in relation to an unauthorised competition or match will not preclude The Association from taking disciplinary action against other Participants in relation to the same competition or match, and *vice versa*. In the event that a competition organiser investigates and/or takes action against a Club for the same acts or omissions under its rules or regulations, in accordance with Rule G3 The Association may stay its own investigation on agreed terms pending the outcome of the competition organiser's action, or conduct a joint investigation on agreed terms with the competition organiser, or carry out its

own investigation and action independently of the competition organiser. Similarly, any disciplinary action taken by UEFA and/or FIFA against a Club or other Participant in relation to a breach of Rule B.13 will not preclude The Association from taking disciplinary action against the same Club or Participant(s) for the same acts or omissions, and *vice versa*.

- 17. The Regulatory Commission may impose any one or more of the following sanctions on a Club that the Regulatory Commission finds to be in breach of Rule B.4 and/or Rule B.13:
  - 17.1 a reprimand and/or a warning as to future conduct;
  - 17.2 a fine;
  - 17.3 a transfer embargo;
  - 17.4 a deduction of points for the current (or just completed) season and/or for one or more future seasons;
  - 17.5 a specified period of ineligibility to participate in specified current and/or future competitions and/or matches; and
  - any other sanction(s) that the Regulatory Commission deems to be appropriate and proportionate in all the circumstances of the case.
- 18. The Regulatory Commission may impose any one or more of the following sanctions on a Player or other individual Participant that the Regulatory Commission finds to be in breach of Rule B.4 and/or Rule B.13:
  - 18.1 a reprimand and/or a warning as to future conduct;
  - 18.2 a fine;
  - 18.3 a specified period of ineligibility to participate in current and/or future competitions and/or matches; and
  - any other sanction(s) that the Regulatory Commission deems to be appropriate and proportionate in all of the relevant circumstances of the case.
- 19. The sanction(s) to be imposed in a particular case are to be determined by reference to all of the relevant circumstances of that case, including the seriousness of the breach (both in terms of the degree of fault of the non-compliant Club or other Participant and in terms of the harm caused by the breach), the need to protect the image and/or integrity of the game, the need to deter repetition of the wrongful conduct (whether by the Club or other Participant in question or by others), and any mitigating or aggravating factors that may be present (including the prior record of the Club or other Participant, and their degree of cooperation with the investigative and disciplinary process). Where more than one breach has been committed, the sanctions shall be based on the most serious breach, but increased by an amount appropriate to reflect the other breach(es).
- 20. Where the Regulatory Commission considers it appropriate, it may suspend the implementation of all or part of any sanction(s) imposed for a period, and waive implementation entirely at the end of that period, provided in each case that the Club and/or Participant who is the subject of the sanction(s) satisfies any conditions specified by the Regulatory Commission.

## THE PLAYING SEASON AND THE CLOSE SEASON

- 21 21.1 The Playing Season
  - 21.1.1 Subject to Rule B21.1.2, the playing season will commence on the date set by the Board each year and end on 31 May of the following year, unless otherwise extended in accordance with Rule B23.
  - 21.1.2 Due to the impact of the COVID-19 pandemic it has been necessary for some Competitions to obtain the permission of the Board and /or Council to extend their playing seasons. The Board shall have the power to set the start date of a season at a time when some Competitions may still be completing their previous playing season. Any such Competition must comply with Rule B21.2 when setting the dates for its new playing season.
  - 21.2 Time frame for Competitions to commence and conclude
  - 21.2.1 Subject to Rule B21.2.2, each Competition will set the dates of its own playing season provided that it starts no sooner than the date set by the Board and concludes no later than 31 May of the following year, unless otherwise extended in accordance with Rule B23.
  - 21.2.2 In relation to those Competitions comprising the National League System, Council (including through the relevant committee of Council) has the power to set an end date for such Competitions to conclude by, provided it is within the limit set by the Board at Rule B21.1.1.
  - 21.3 The Close Season

No Matches other than the following may be played in the Close Season:

- 21.3.1 Small-sided Matches and competitions (not more than 7-a-side), mini-soccer Matches or Matches played according to "The Laws of the Game 9 v 9" and those organised in connection with works clubs' sports days on private grounds and at fetes and similar sports functions.
- 21.3.2 Matches between Army, Navy and Royal Air Force teams and teams of the Auxiliary Forces in Competitions whilst in camp. Such Competitions shall be strictly confined to the units concerned and gate money shall not be taken.
- 21.3.3 Matches involving members of scouts, guides and similar organisations in Competitions whilst in camp.
- 21.3.4 Matches for national representative teams or clubs played under the auspices of FIFA or UEFA.
- 21.3.5 Matches between Clubs in the Premier League, the EFL, FAWSL and FAWC for the following season. This sub-paragraph B21.3.5 shall also apply to any successor in title to any of the Competitions specified.

- 21.3.6 11v11 matches in authorised Competitions that meet the criteria in accordance with the "Regulations for the Sanction and Control of Competitions" and are approved by The Association or authorising Affiliated Association.
- 21.3.7 Single day, weekend and bank holiday competitions and festivals meeting the criteria and receiving authorisation.
- 21.3.8 Pilot projects granted dispensation by The Association or authorising Affiliated Association.
- 21.4 Matches that may be played prior to the commencement of the Season

Following conclusion of the Close Season, and prior to the commencement of the playing season, Matches may be played between teams of the same Club or between teams of different Clubs.

21.5 An appropriation will be made annually from the amount payable to the competing Clubs, The Association, and the "Cup Pool" from "The FA Challenge Cup Semi-Finals and Final" of 5.5% and 2.5% from the net receipts of "The FA Community Shield" to which the EFL will contribute 6.3% of the net gate from its "League Cup Semi- Finals and Final". The total amount will then be distributed to Affiliated Associations as decided by The Association.

## 21.6 Eligibility of Players

Players who have not previously been registered or recognised playing members of Clubs, or who have not been engaged for the following season, may play in matches following conclusion of the Close Season and prior to the commencement of the playing season.

## 21.7 Special Provisions

- 21.7.1 The appropriate authorising association, whether it be The Association and/or an Affiliated Association, may grant special permission for Competitions and other Matches to be played preceding the dates fixed by The Association for the opening of the playing season and shall attach to the granting of such permission whatever conditions it may deem expedient.
- 21.7. The Association shall determine in each calendar year, the date on which and the financial conditions under which "The Football Association Community Shield" Match shall be played.
- 21.7.3 Affiliated Associations shall determine the dates on which "County Cup" Matches shall be played.

## SUSPENSION OF FOOTBALL

22. The Board shall have the power to suspend the playing of football at any time in respect of any Competition.

## EXTENSION OF THE PLAYING SEASON AND CLOSE SEASON, AND ENDING THE SEASON

- 23. Save for those Competitions that comprise the National League System and the men's leagues operating beneath the National League System, the Board shall have the power to:
  - 23.1.1 extend the playing season beyond 31 May;
  - 23.1.2 change the dates of the Close Season;
  - 23.1.3 end the playing season.
  - 23.2 In relation to those Competitions that comprise the National League System and the men's leagues operating beneath the National League System, Council shall have the power to:
  - 23.2.1 extend the playing season beyond 31 May;
  - 23.2.2 change the dates of the Close Season;
  - 23.2.3 end the playing season.

### **DISPUTE RESOLUTION**

- 24. Any breach of this Rule B by a Club or other Participant will be addressed in accordance with Rules B16-20. Any issue raised by a Club or other Participant relating to the legality and/or proper interpretation or application of Rule B as a defence to a charge of breach of Rule B will be resolved by the Regulatory Commission that determines the charge.
- 25. Subject to Rule B24, any dispute arising in relation to this Rule B between (a) The Association and (b) any Participant or (c) any applicant for authorisation for a competition or match further to this Rule B who is not a Participant, including any dispute in relation to the legality and/or proper interpretation or application of Rule B, must be referred exclusively to arbitration in accordance with Rule K. By submitting an application for authorisation for a competition or match further to this Rule B, the applicant agrees to such arbitration, to the exclusion of any other right or remedy.

# **NATIONAL LEAGUE SYSTEM**

- 26. There shall be a National League System comprising participating Competitions between which relegation and promotion links shall operate on such basis as shall be determined by Council from time to time.
- 27. The Competitions and the Clubs participating in the National League System shall be bound by relevant regulations of The Association from time to time in force.

28. The Competitions participating in the National League System shall be as determined by Council from time to time.

### **FOOTBALL AND RELIGIOUS OBSERVANCE**

- 29. A Participant cannot be compelled to play football on bona fide occasions where religious observance precludes such activity, save where the Participant:
  - 29.1 has consented to do so on such occasions; or
  - is registered as a Player under written contract, which shall be taken as consent to play on such occasions unless otherwise provided for in the contract.
  - 29.3 Annually, when planning programmes, Competitions shall define and notify agreed dates of such occasions.

### **SCRATCH TEAMS**

30. Except with the written consent of The Association, or of the Parent Association, no match at which gate money is taken shall be played if either of the competing teams is a scratch team. Where consent is given for such a match the provisions of Rules B31 and B32 shall apply.

## PROCEEDS OF COMPETITIONS OR MATCHES

31. Clubs and Players shall not compete in any Match or Competition (including small - side Matches or Competitions) the proceeds of which are not devoted to a Club or association or some other object approved by The Association or by an Affiliated Association.

### **SMALL SIDED MATCHES**

- 32. Small-side Matches and Competitions (not more than seven-a-side) may be arranged provided that:
  - 32.1 the Competition has been sanctioned by The Association or the relevant Affiliated Association in accordance with the agreed procedures laid down from time to time by The Association;
  - 32.2 in the case of single matches, charity Competitions and Competitions played over a short period of days, they must be sanctioned by The Association or the Affiliated Association concerned in accordance with agreed procedures laid down from time to time by The Association;
  - 32.3 the sanctioning of such a match or Competition in this case shall automatically accord to the team and/or Competition the status of an affiliated body and to the Players participating in the match or Competition the status of affiliated Players for the team for which they play in the match or Competition. A list of the competing teams must be submitted to the sanctioning association;
  - 32.4 the rules governing the eligibility and conduct of the Players shall be under the control of the management committee of the Competition subject always to the overriding authority of The Association or the Affiliated Association concerned and shall in so far as practicable be in conformity with the Rules. In the case of individual Matches the

- eligibility and conduct of the Players shall be the responsibility of the sanctioning body;
- for small-side games played for charitable objectives a statement of accounts of the event shall be supplied to the sanctioning body concerned within 21 days;
  - 32.5.1 where two Affiliated Associations cover the same area, the permission must be obtained from the appropriate Parent Association;
  - 32.5.2 there shall be no Close Season for small-side games; and
  - 32.5.3 the laws applicable to small-side games are printed elsewhere in this handbook.