# 10 - RULES OF THE ASSOCIATION

as adopted by The Association on 22 May 2023. These Rules must be read in conjunction with the Articles.

# A. CONSTITUTION AND ADMINISTRATION OF THE ASSOCIATION

## THE ASSOCIATION

A1 The Association shall have as members (which, for the avoidance of doubt, does not mean 'shareholders' or owners) those Clubs and Affiliated Associations such as the Board may approve and which are otherwise qualified hereunder.

All Clubs and Affiliated Associations shall play and/or administer football in conformity with these Rules and also:

- A1.1 The Laws of the Game; and
- A1.2 the statutes and regulations of FIFA and UEFA which are in force from time to time.

# **DEFINITION AND INTERPRETATION**

- A2.1 Unless the context otherwise requires:
  - A2.1.1 words importing the singular number shall include the plural and vice versa; and
  - A2.1.2 words importing any particular gender shall include all other genders.
  - A2.2 References to statutory provisions shall be construed as references to those provisions as they may be amended or re-enacted.
  - A2.3 Defined terms in these Rules shall have the meaning as set out below, unless otherwise defined in the Articles or the regulations:

DEFINITION	INTERPRETATION	
2006 Act	means the Companies Act 2006 as amended, including any modification or re-enactment thereof for the time being in force;	
Academy	means an establishment for the coaching and education of Academy Players operated by a Club in accordance with the requirements of the Professional Game Youth Development Rules;	
Academy Player	means a male player (other than an Amateur Player or a Trialist) who is in an age group between Under 9 and Under 21 and who is registered for and who is coached by or plays football for or at a Club which operates an Academy pursuant to the Professional Game Youth Development Rules, save for a player who:	
	(a) In the reasonable opinion of the Club which holds his registration has developed technical, tactical, physical and psychological skills of such a level that he would not benefit from participating or continuing to participate in its Academy's Coaching Programme and Games Programme;	
	and	
	(b) Is registered as a Contract Player for that Club;	
	and	
	(c) Is at least 18.	
Affiliated Association	means an association which is either a County Association or an Other Football Association;	

DEFINITION	INTERPRETATION	
Agent Form	shall have the meaning given to it in the Football Agent Regulations;	
Appeal Board	means any appeal board as established from time to time whose purpose is to hear appeals made by Participants pursuant to its terms of reference from time to time;	
Approach Notice	shall have the meaning given to it in Rule C88;	
Approaching Club	shall have the meaning given to it in Rule C88;	
Appropriately Qualified Accountant	means any individual who is a member of one of the bodies holding membership of the Consultative Committee of Accountancy;	
Articles	means the Articles of Association of The Association (and "Article" shall be interpreted accordingly);	
Associate	means, in relation to an individual, any other individual who is: (a) the spouse or civil partner of that individual; or (b) a relative of that individual or of his spouse or civil partner; or (c) the spouse or civil partner of aa relative of that individual or of their spouse or civil partner;	
Associate Member Club	means a Club accorded the status of an Associate Member Club pursuant to the Rules;	
Associated Undertaking	means an undertaking in which another undertaking has a participating interest and over whose operating and financial policy it exercises a significant influence, and which is not a Parent Undertaking or Subsidiary Undertaking;	
Board	means the board of directors of The Association for the time being, constituted in accordance with the Articles;	
Bridge Transfer	shall have the meaning given to it in the 'Definitions' section of the RSTP;	
Business Day	means a day other than a Saturday, a Sunday a bank holiday or a public holiday;	
CAS	means the Court of Arbitration for Sport;	
Certificate of Sponsorship	means a certificate assigned by a Club to an Overseas Player which permits that Overseas Player to play football for that Club;	
Chief Executive Officer	means a person appointed from time to time to the office of chief executive officer by the Board in accordance with the Articles;	
Chief Regulatory Officer	means the person who is employed by The Association in accordance with clause 4.5 of the Terms of Reference for the Composition and Operation of the Football Regulatory Authority;	
Clearing House	means such bank account operated by The Association and as communicated by The Association from time to time, through which certain payments (as directed by The Association) are to be made;	
Clearing House Protocol	means the protocol concerning the use of the Clearing House as issued by The Association from time to time;	
Close Season	means the period between 1st June and 30th June inclusive each calendar year, or the period (if any) as otherwise ordered by the Board;	

# **10 - RULES OF THE ASSOCIATION**

DEFINITION	INTERPRETATION	
Club	means any club which plays the game of football in England and is recognised as such by The Association;	
Club Crest	means the official Club emblem featured on a Club's playing strip which is the recognised symbol of the Club;	
Club Official	means any official, Director, secretary, servant or representative of a Club (whether formally appointed or not);	
Compensation Fee	means any sum of money or consideration payable by one Club to another Club in respect of the transfer of registration of a Player who has received a Re-engagement Offer from a Club pursuant to the provisions of Section VI of the Player Status Rules;	
Compensation Fee Tribunal	means a tribunal convened in accordance with Rule C76 in order to determine the level of any Compensation Fee payable;	
Competition	means any competition (whether a league or knock-out competition or otherwise) sanctioned by The Association and/or an Affiliated Association;	
Concert Party	means two or more Persons presumed to be acting in concert (unless the contrary is established) within the meaning of paragraphs (1) to (5) (inclusive) of the definition of "acting in concert" in the City Code on Takeovers and Mergers, or would be so acting in concert if the City Code on Takeovers and Mergers applied in the relevant case;	
Connected Person	A Person (X) is a "Connected Person" to another Person (Y) (where that other Person (Y) is not a natural person) if that Person (X) directly or indirectly possesses or is entitled to acquire more than 25 per cent of: (a) the issued ordinary share capital of that other Person (Y); or (b) the loan capital (save where loan capital was acquired in the ordinary course of the business of lending money) and issued share capital of that other Person (Y); or (c) the assets of that other Person (Y) which would be available for distribution to equity holders in the event of winding up of that other Person (Y);	
Contract Player	means any player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club;	
Contractual Disputes Tribunal	means a tribunal convened in accordance with Rule C106;  Guidance  Any reference in a Playing Contract to the 'League Appeals Committee' shall be deemed as a reference to the Contractual Disputes Tribunal for the purposes of the Player Status Rules.	

DEFINITION	INTERPRETATION	
Control	means the power of a Person to exercise, or to be able to exercise or acquire, direct or indirect control over the policies, affairs and/or management of a Club, whether that power is constituted by rights or contracts (either separately or in combination) and having regard to the considerations of fact or law involved, and, without prejudice to the generality of the foregoing, Control shall be deemed to include:	
	(a) the power (whether directly or indirectly and whether by the ownership of share capital, by the possession of voting power, by contract or otherwise including without limitation by way of membership of any Concert Party) to appoint and/ or remove all or such of the members of the board of directors of the Club as are able to cast a majority of the votes capable of being cast by the members of that board; and/or	
	(b) the holding and/or possession of the beneficial interest in, and/or the ability to exercise the voting rights applicable to, Shares in the Club (whether directly, indirectly (by means of holding such interests in one or more other persons) or by contract including without limitation by way of membership of any Concert Party) which confer in aggregate on the holder(s) thereof 25 per cent or more of the total voting rights exercisable at general meetings of the Club. For the purposes of the above, any rights or powers of a Nominee for any Person or of an Associate of any Person or of a Connected Person to any Person shall be attributed to that Person;	
	For the purposes of the above, any rights or powers of a Nominee for any Person or of an Associate of any Person shall be attributed to that Person and any rights or powers of any Person will be attributed to any Connected Person to that Person;	
Council	means the Council of The Association for the time being constituted in accordance with the Articles and Member of (the) Council shall be any person for the time being appointed to and serving on (the) Council in accordance the with Articles;	
County Association	means an association which has been accorded the status of a County Association pursuant to Rule A4.1.1;	
Director	means any Person occupying the position of director of a Club whose particulars are registered or registrable under the provisions of section 162 of the 2006 Act and includes a shadow director, that is to say, a Person in accordance with whose directions or instructions the directors of the Club are accustomed to act, or a Person having Control over the Club, or a Person exercising the powers that are usually associated with the powers of a director of a company;	
Effective Date	means the date a rule or regulation (or an amendment to a rule or regulation) was adopted by The Association (unless otherwise specified);	
FA Limited Minors Exemption	means those exemptions set out in the limited minors exemption as issued by FIFA to The Association and as notified to Participants by The Association from time to time;	
FA Registered Football Agent	shall have the meaning given to it in the Football Agent Regulations;	
FAWC	means The FA Women's Championship;	
FAWSL	means The FA Women's Super League;	

DEFINITION	INTERPRETATION	
Fellow Subsidiary Undertaking	has the meaning set out in section 1161(4) of the 2006 Act;	
FIFA	means the	Fédération Internationale de Football Association or any successor body;
FIFA TMS	means the	FIFA Transfer Matching System;
Financial Institution	Kingdom, 2000 to ca	y entity which is incorporated in, or formed under the law of any part of the United and which has permission under Part 4 of the Financial Services and Markets Act irry on the regulated activity of accepting deposits (within the meaning of section Act, taken with Schedule 2 and any order under Section 22) but such definitions include:
	(a)	A building society (within the meaning of section $119\mathrm{of}$ the Building Societies Act $1986$ ); or
	(b)	A credit union (within the meaning of section 31 of the Credit Unions Act 1979).
Football Creditor	means:	
	(i)	The Association and any Parent Undertaking of The Association and any Subsidiary Undertaking of that Parent Undertaking or The Association;
	(ii)	The Premier League;
	(iii)	The EFL;
	(iv)	The National League;
	(v)	The Northern Premier League;
	(vi)	The Southern League;
	(vii)	The Isthmian League;
	(viii)	any member club of any of the organisations listed in (i) to (vii) above;
	(ix)	any full-time or part-time employee of a member club, as defined in (viii) above, or former full-time or part-time employee of such a member club, in respect of sums due to such person by way of arrears of remuneration or expenses;
	(x)	the Professional Footballers' Association;
	(xi)	The Football Foundation;
	(xii)	any Affiliated Association; and
	(xiii)	any other affiliated clubs or leagues, and includes any successor bodies of any of the above;
Football Regulatory Authority or "FRA"	means the football regulatory authority of The Association;	
Full Member Club	means a C	lub accorded the status of a Full Member Club pursuant to Rule A3.4;

DEFINITION	INTERPRETATION	
DEFINITION	INTERPRETATION	
Full-time Education	is a reference to a child who: (a) is of compulsory school age within the meaning of the Education Act 1996; or (b) has ceased to be of compulsory school age but is for the time being attending a school or an establishment of further education on a full-time basis;	
	Guidance In assessing whether a person is attending a school or an establishment of further education on a full-time basis, The FA will have regard to a range of factors including whether: (i) such education is undertaken in pursuit of a course; and (ii) the number of hours per week spent during term time receiving tuition, engaging in practical work, receiving supervised study and taking examinations. As to (ii), in line with Government guidance, it is currently considered that an average of 12 hours per week (or such number of hours as The FA may determine from time to time) in such activities is required to constitute full-time education. Competitions may make their own assessments of whether a child is in full-time education for the purposes of registrations under Competition rules, including the number of hours required per week, provided that there is no conflict with the Player Status Rules	
GBE	means a Governing Body Endorsement granted by The Association;	
Group	shall have the same meaning as defined in section 474(1) of the 2006 Act;	
Group Undertaking	has the meaning set out in section 1161(5) of the 2006 Act;	
Home Shirt Colours	means the recognised predominant colour or colours of a Club's home shirt which is commonly associated with a Club;	
Image Rights	means the rights to exploit a person's image or reputation either in relation to football or non-footballing activities;	
Interim Suspension Order	means an order that a Participant shall be suspended from all or any specific football activity, for such period and on such terms as is considered appropriate;	
Intermediary	shall have the meaning ascribed to the term within The Association's Regulations on Working with Intermediaries;	
Intermediaries Form	means the applicable standard form as issued by The Association from time to time which details the involvement (or otherwise) of an Intermediary in respect of a particular transaction or contract renewal;	
ITC	means the International Transfer Certificate, as issued by a national association via FIFA TMS;	
Laws of the Game	means the laws of the game as settled and in force from time to time by the International Football Association Board;	
Management Committee Member	means a person responsible for the management and administration of an unincorporated Club;	
Manager	means the person at a Club responsible for selecting a Club team;	
Match	means a football match sanctioned by The Association and/or an Affiliated Association;	

DEFINITION	INTERPRETATION	
Match Officials	means all match officials recognised by the International Football Association Board, including but not limited to any category of 'on-field match officials' (such as referees, assistant referees, fourth officials, additional assistant referees and reserve assistant referees), and any category of 'video' match officials (such as video assistant referees and assistant video assistant referees);	
Misconduct	shall have the meaning set out in Rule E1;	
NADO	means National Anti-Doping Organisation;	
National Game	means all aspects of football involving and affecting Participants in and at the level of step $1$ of the National League System and below;	
National League System	means the Competitions which interact with one another by way of promotion and relegation within those steps of the men's National Game pyramid as determined by the Board from time to time;	
Nominee	means, in connection to any Person, another Person who possesses rights or powers on his behalf, or which he may be required to exercise at his discretion;	
Non-Contract Player	means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment;	
Non-Member Club	means any Club affiliated to an Affiliated Association which is not a Full Member Club nor an Associate Member Club;	
Nursery Club	shall have the meaning set out in Rule A3.9;	
Official	means any official, director, secretary, servant or representative of an Affiliated Association or Competition;	
Option	means any contractual right exercisable by a Club and/or Player to extend the term of a Playing Contract beyond its initial end date and/or to enter into a new Playing Contract with the same Player;	
Other Football	means one or any of the following listed associations:	
Association	(a) The University of Oxford Football Association;	
	(b) The University of Cambridge Football Association;	
	(c) The Army Football Association;	
	(d) The Royal Navy Football Association;	
	(e) The Royal Air Force Football Association;	
	(f) The Amateur Football Alliance;	
	(g) The Women's Football Conference;	
	(h) The English Schools' Football Association; and	
	(i) The Independent Schools' Football Association;	
Out of Contract Player	means a Contract Player whose contract has expired;	

DEFINITION	INTERPRETATION
Overseas Player	means a Contract Player who is not a citizen of the United Kingdom or Ireland and has not acquired permanent residence in the United Kingdom or been granted pre-settled status or settled status under the EU Settlement Scheme (or such other scheme regarding the settlement of EU citizens in the United Kingdom as is implemented and enforced by the UK Government from time to time);
Parent Association	means the Affiliated Association of which a Club, in membership of more than one Affiliated Association, was first a member;
Parent Undertaking	shall have the same meaning as defined in section 1162 of the 2006 Act;
Participant	means an Affiliated Association, Competition, Club, Club Official (which for the avoidance of doubt shall include a Director), FA Registered Football Agent, Intermediary, Player, Official, Manager, Match Official, Match Official observer, Match Official coach, Match Official mentor, Management Committee Member, member or employee of a Club and all persons who are from time to time participating in any activity sanctioned either directly or indirectly by The Association;
PBS	means the Points Based System established by the Home Office in conjunction with The Association in force from time to time;
Person	includes any natural person, legal entity, firm or unincorporated association and in the case of a Person which is incorporated any of its Associated Undertaking, Fellow Subsidiary Undertaking, Group Undertaking, Parent Undertaking or Subsidiary Undertaking;
PGA	means a Women's Professional Game Academy licensed by The Association;
PGA Player	means a female player (other than a Non Contract Player or a Contract Player) aged between 14 and 20 years old on 31 August of the relevant playing season that is registered with a Club holding a licence to operate a PGA;
Player	means any Contract Player, Out of Contract Player, Non-Contract Player or other player who plays or is eligible to play for a Club or is subject to any suspension from playing;
Player Status Rules	means the provisions set out in Rule C of the Rules;
Playing Contract	means a contract of employment (which, where The Association and/or Competition prescribes a standard form, shall be in that standard form) entered into between a Player and a Club;
Professional Game	means all aspects of football involving and affecting Participants in and at the levels of the Premier League and the EFL;
Professional Game Board	means a committee of the Board established by the Board from time to time in accordance with the Articles and responsible to the Board for the conduct of the Professional Game, whose composition shall be as determined by the terms of reference of the Professional Game Board from time to time;
Professional Game Youth Development Rules	means the Youth Development Rules of the Premier League and/or the EFL (as applicable);

DEFINITION	INTERPRETATION	
Re-engagement Offer	means a written offer made by a Club to its registered Player specifying the terms of a proposed new Playing Contract (including the length of the contract);	
Re-engagement Period	means the month of May in any calendar year or, if later, the seven-day period that follows the date of the Club's last competitive first team Match.	
Registration Period	means such period in which players may be registered for a Club as notified by The Association and approved by FIFA and as may apply to each of men's, women's and amateur football;	
Regulatory Commission	means any regulatory commission as established from time to time whose purpose is to hear Participants' cases;	
Representation Agreement	shall have the meaning given to it in the Football Agent Regulations;	
Representation Contract	shall have the meaning given to it in The Association's Working with Intermediaries Regulations;	
RSTP	means the FIFA Regulations on the Status and Transfer of Players (to include any successor regulations as may be in force from time to time);	
Rules	means these rules of The Association (and "Rule" shall be interpreted accordingly);	
Scholar	means a player that has entered into a Scholarship Agreement;	
Scholarship Agreement	means an agreement entered into between a Club and player and registered with The Association pursuant to Section VIII of these Player Status Rules;	
Scholarship Form	means the form G(4), or such other form as The Association may require from time to time;	
Shares	means shares or other equity securities;	
Subsidiary Undertaking	shall have the same meaning as defined in section 1162 of the 2006 Act;	
The Association	means The Football Association Limited;	
Transfer Agreement	means an agreement between two Clubs (or clubs) relating to the transfer of the registration of a player;	
UEFA	means the Union of European Football Associations or any successor body; and	
WADA	means the World Anti-Doping Agency.	

#### **AFFILIATION OF CLUBS**

# A3 A3.1 Application to be a Full Member Club

A Club may apply to be a Full Member Club on the appropriate form published by The Association. A completed form must be received at The Association before 1st March in any calendar year.

## A3.2 Application to be an Associate Member Club

A Club may apply to be an Associate Member Club on the appropriate form published by The Association. A completed form must be received by The Association before 1st March in any calendar year.

## A3.3 Control by The Association

Eligibility to be a Full Member Club or an Associate Member Club shall be under the control of the Board which shall have the power to make regulations concerning eligibility criteria and conditions. Notwithstanding that an application may satisfy such criteria and conditions, The Association shall have the power in its absolute discretion to refuse an application to be a Full Member Club or an Associate Member Club, and accordingly, only on the written confirmation of The Association shall a Club be accorded the status of either a Full Member Club or an Associate Member Club.

## A3.4 Rights and Privileges

Neither a Full Member Club nor an Associate Member Club shall have rights or privileges other than as arise pursuant to the Articles and the Rules.

## A3.5 Resignation by a Full Member Club or an Associate Member Club

A Full Member Club or an Associate Member Club may resign its status as such to have effect only at the end of the playing season. Written notice of an intention to resign must be received at The Association by 31st December in that playing season.

#### A3.6 Termination of Status of a Full Member Club or an Associate Member Club

The Board may at any time decide that a Club shall cease to have the status of a Full Member Club or an Associate Member Club on such terms as it considers appropriate. A Club shall automatically cease to have the status of a Full Member Club or an Associate Member Club if it ceases to be in membership of an Affiliated Association.

# A3.7 Transfer of Membership

The Board may use the following criteria, and any other conditions in the Board's absolute discretion, in deciding whether to approve the transfer of membership by a Full Member Club or an Associate Member Club:

- A3.7.1 the shareholders or members of the existing Full Member Club or Associate Member Club have voted to agree the transfer of the membership to the proposed future member;
- A3.7.2 all Football Creditors of the existing Full Member Club or Associate Member Club must be fully satisfied;
- A3.7.3 all other creditors of the existing Full Member Club or Associate Member Club must be satisfied and evidenced as such:
- A3.7.4 the proposed future Full Member Club or Associate Member Club must provide financial forecasts showing their ability to fund the Full Member Club or Associate Member Club for the next 12 months or to the end of the season following transfer (whichever is the longer);
- A3.7.5 evidence of funding sources will be required; and
- A3.7.6 where the proposed future Full Member Club or Associate Member Club is a company, then it shall be formed and registered in England and Wales under the 2006 Act.

## A3.8 Suspension of Membership/Rights and Privileges

On such terms and conditions as it considers appropriate, the Board may at any time suspend the status, rights and privileges of a Full Member Club or an Associate Member Club.

# A3.9 Nursery Clubs

Any Club which is under obligation to another Club, written or otherwise, by reason of which it has not the sole and entire control of its own management, finances and Players, shall be deemed to be a "Nursery Club" and is not entitled to be a Full Member Club or an Associate Member Club.

## A3.10 Annual Return of a Full Member Club and an Associate Member Club

- A3.10.1 Each Full Member Club, Associate Member Club and any other Club which The Association determines from time to time, shall forward to The Association before 1st July in each calendar year a completed Form "A" (in such form as shall be published by The Association from time to time) and shall supplu such further information as is required by the Board.
- A3.10.2 A Club shall report to The Association within 21 days any change in the information set out on the Form A most recently submitted.
- A3.10.3 If the Club has failed to submit a fully completed Form A to The Association by 1st July in any calendar year it shall be subject to such fine or other appropriate sanction as may be determined by the Board.

## A3.11 Subscription Fees of Full Member Clubs and Associate Member Clubs

- A3.11.1 Each Full Member Club and Associate Member Club shall on or before 1st July in each calendar year, (or on or before 1 September in the year 2020) pay to The Association such subscription fee as shall be determined from time to time. An annual subscription shall not be refundable in any circumstance.
- A3.11.2 A Full Member Club or an Associate Member Club which has failed to pay any subscription due to The Association by 1st July in any calendar year shall be subject to such fine or other appropriate sanction as may be determined by the Board.
- A3.12 A Club competing in any one of the Premier League, the EFL, the National League, the Southern Football League, the Isthmian League and the Northern Premier League shall not be permitted to change its playing name (i.e. the name under which the Club competes in a Competition), as recorded on Form "A", save with the prior written permission of the Board.
  - Any application for a change of playing name must be received by The Association on or before 31 December in a playing season in order for it to be considered by the Board for adoption in the following playing season. The Board will use its absolute discretion in deciding whether to approve a change in a Club's playing name.
- A3.13 Where a Club is a company, that company must be formed and registered in England and Wales under the 2006 Act.

# Affiliation to Affiliated Association and Observing the Rules

A3.14 All Full Member Clubs, Associate Member Clubs and Non-Member Clubs shall affiliate to an Affiliated Association from time to time and shall observe the Rules.

#### **AFFILIATION OF ASSOCIATIONS**

#### A4 A4.1 Conditions of Affiliation

- A4.1.1 Each County Association shall cover a defined area and shall neither extend nor alter such area without first having obtained the written consent of The Association and accordingly, only on the written confirmation by The Association shall an association be accorded the status of a County Association.
- A4.1.2 Each Other Football Association shall cover a defined category of membership as determined from time to time by The Association and shall neither expand nor alter such category of membership without first having obtained the written consent of The Association and accordingly, only on the confirmation by The Association shall an association be accorded the status of an Other Football Association.
- A4.1.3 Affiliated Associations may admit to membership Clubs within their area, and provide for the proper management and control of such Clubs.
- A4.1.4 An annual affiliation fee shall be paid by all Clubs in membership with Affiliated Associations and shall not be less than the amount determined from time to time by The Association.
- A4.1.5 All Clubs which are Non-Member Clubs shall observe the Rules.
- A4.1.6 Second or reserve teams must always be so described.

## A4.2 Subscription

A membership fee, payable within one week of approval of application, and an annual subscription payable by 1st July in each calendar year (or by 1 September in the year 2020) shall be as determined from time to time by The Association.

## A4.3 Other Associations and Clubs

The Board shall have the power to admit into membership any association of clubs within the British Commonwealth, or any club in any area where an association has not been established. The annual subscription shall be as determined from time to time by The Association. The membership of either such association or club does not confer the right to send a representative to any meeting of The Association, nor to exercise a vote at any such meeting.

### **FAILURE TO PAY SUBSCRIPTION**

A5 An Affiliated Association whose subscription is unpaid on 1st July in any calendar year shall be subject to such fine or other appropriate sanction as may be determined by the Board.

# **POWERS OF THE ASSOCIATION**

A6 Save as expressly provided by these Rules, resolutions and decisions of The Association shall be binding upon all Affiliated Associations, Participants and Clubs and any members thereof, until they are rescinded or varied.

# **PRIVILEGES OF COUNCIL MEMBERS**

A7 Each Member of Council shall be furnished with an annual pass (which shall not be transferable), and all Clubs shall admit the holder to their grounds and stands upon production of such pass without requiring any other authority, except on occasions when the Board shall otherwise decide.

# **B. SUPERVISION OF COMPETITIONS AND MATCHES**

#### **PURPOSE**

- **B1** 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:
  - **B1.1** to organise and/or supervise the game of football in all its forms in England, including:
    - B1.1.1 organising football competitions and/or supervising their organisation by Affiliated Associations and/or other competition organisers;
    - B1.1.2 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;
    - B1.1.3 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;
    - B1.1.4 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;
    - B1.1.5 preserving the sanctity of promotion and relegation between domestic league competitions; and
  - **B1.2** to ensure compliance by Clubs and other Participants with the statutes, regulations, directives, and decisions of FIFA and UEFA, including (without limitation) ensuring that:
    - B1.2.1 Clubs do not form international combinations or alliances and/or participate in international competitions without the consent of FIFA and UEFA;
    - B1.2.2 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
    - B1.2.3 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.

**B2** The Association will exercise all powers and authorities conferred on it by this Rule B through the Board or to the extent specified in the Sanction and Control of Competition Regulations, by delegation to an Affiliated Association.

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 relate to the National League System and the men's leagues operating beneath the National League System, 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 the Board or its nominee. For example this could include waiving certain requirements of Rule B at a particular level of the game.

## **COMPETITIONS AND MATCHES**

- **B4** 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:
  - B4.1 by UEFA and/or FIFA, in accordance with their respective statutes and regulations; or
  - B4.2 by The Association, in accordance with this Rule B; or
  - **B4.3** by an Affiliated Association, in accordance with the Sanction and Control of Competition Regulations.
- **B5** 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.
- B6 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):
  - **B6.1** 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.
  - **B6.2** 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.
  - **B6.3** 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):
    - B6.3.1 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.
    - B6.3.2 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.
  - **B6.4** 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.
  - **B6.5** Any fee charged by The Association to cover its time and costs of considering and processing the application must be paid.

- Where a competition or match requires the authorisation of The Association in accordance with Rule B6, 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:
  - **B7.1** 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.
  - B7.2 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.
    - B7.2.1 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.
  - B7.3 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.
- 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 B6. 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.
- Where a competition or match that is the subject of an application for authorisation satisfies the conditions set out in Rule B6, 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).
  - **B9.1** 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.
- B10 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 B6 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.
- **B11** 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.

- B12 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; or (b) that are contested 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).
- **B13** 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:
  - **B13.1** 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
  - **B13.2** 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
  - **B13.3** 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.

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**

- **B14** A breach by a Club, Club Official, Match Official, Player, or other Participant of Rule B4 and/or Rule B13 constitutes Misconduct.
- B15 Liability for breach of Rule B4 and/or Rule B13 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 B19, 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.
- B16 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 B13 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.

<sup>&</sup>lt;sup>1</sup> 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.

## 10 - RULES OF THE ASSOCIATION

- **B17** 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 B4 and/or Rule B13:
  - B17.1 a reprimand and/or a warning as to future conduct;
  - B17.2 a fine;
  - B17.3 a transfer embargo;
  - **B17.4** a deduction of points for the current (or just completed) season and/or for one or more future seasons;
  - **B17.5** a specified period of ineligibility to participate in specified current and/or future competitions and/or matches; and
  - **B17.6** any other sanction(s) that the Regulatory Commission deems to be appropriate and proportionate in all the circumstances of the case.
- **B18** 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 B4 and/or Rule B13:
  - B18.1 a reprimand and/or a warning as to future conduct;
  - B18.2 a fine:
  - B18.3 a specified period of ineligibility to participate in current and/or future competitions and/or matches; and
  - **B18.4** any other sanction(s) that the Regulatory Commission deems to be appropriate and proportionate in all of the relevant circumstances of the case.
- B19 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).
- **B20** 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

- B21 B21.1 The Playing Season
  - B21.1.1 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.
  - B21.1.2 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.

## B21.2 Time frame for Competitions to commence and conclude

- B21.2.1 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.
- B21.2.2 In relation to those Competitions comprising the National League System, the Board (including through the relevant committee of the Board) 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.

## B21.3 The Close Season

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

- B21.3.1 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.
- B21.3.2 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.
- B21.3.3 Matches involving members of scouts, guides and similar organisations in Competitions whilst in camp.
- B21.3.4 Matches for national representative teams or clubs played under the auspices of FIFA or UEFA.
- B21.3.5 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.
- B21.3.6 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.
- B21.3.7 Single day, weekend and bank holiday competitions and festivals meeting the criteria and receiving authorisation.
- B21.3.8 Pilot projects granted dispensation by The Association or authorising Affiliated Association.
- **B21.4** 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.

B21.5 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.

# **B21.6** 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.

## 10 - RULES OF THE ASSOCIATION

#### **B21.7** Special Provisions

- B21.7.1 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.
- B21.7.2 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.
- B21.7.3 Affiliated Associations shall determine the dates on which "County Cup" Matches shall be played.

## SUSPENSION OF FOOTBALL

**B22** 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

- B23 B23.1 The Board shall have the power to:
  - B23.1.1 extend the playing season beyond 31 May;
  - B23.1.2 change the dates of the Close Season;
  - B23.1.3 end the playing season.

#### **DISPUTE RESOLUTION**

- B24 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.
- 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**

- **B26** 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 the Board from time to time.
- **B27** 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.
- **B28** The Competitions participating in the National League System shall be as determined by the Board from time

#### **FOOTBALL AND RELIGIOUS OBSERVANCE**

- **B29** A Participant cannot be compelled to play football on bona fide occasions where religious observance precludes such activity, save where the Participant:
  - B29.1 has consented to do so on such occasions; or
  - **B29.2** 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.
  - **B29.3** Annually, when planning programmes, Competitions shall define and notify agreed dates of such occasions.

## **SCRATCH TEAMS**

**B30** 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

**B31** 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**

- **B32** Small-side Matches and Competitions (not more than seven-a-side) may be arranged provided that:
  - **B32.1** 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;
  - **B32.2** 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;
  - B32.3 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;
  - B32.4 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;
  - **B32.5** 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;
    - B32.5.1 where two Affiliated Associations cover the same area, the permission must be obtained from the appropriate Parent Association;
    - B32.5.2 there shall be no Close Season for small-side games; and
    - B32.5.3 the laws applicable to small-side games are printed elsewhere in this handbook.

# **C. PLAYER STATUS RULES**

#### **SECTION I: OVERARCHING PRINCIPLES**

- **C1** Failure to comply with a provision of these Player Status Rules may constitute Misconduct.
- C2 Unless otherwise specified by The Association, all documents to be submitted to The Association shall be submitted in electronic copy only by email or in such other form or manner as may be specified by The Association from time to time.

## Guidance

Where a document requires a signature, The Association will accept an electronic signature on a document provided that the signatory intends to authenticate the document, the signature is generated in software designed for that purpose and that any relevant formalities are satisfied. Any misrepresentation as to the validity of an electronic signature may constitute Misconduct. Secure e-signature technology shall be used wherever possible.

Where references are made throughout these Player Status Rules to offers or confirmations being given "in writing" it is sufficient for this to be done by email, provided the other requirements of the relevant Rule have been met.

- C3 Where documents submitted to The Association do not comply with The Association's Rules or regulations, The Association reserves the right to:
  - **C3.1** require amendments or clarifications to those documents;
  - C3.2 require additional information or documentation; and/or
  - C3.3 reject any document and to refuse to take any steps in relation to them.
- C4 Any steps taken by The Association in relation to documents submitted to it shall not constitute its acceptance as to their compliance with The Association's Rules or regulations, nor any indication as to their legality or otherwise.
- Clubs and Players must ensure that Players are registered with The Association in order to play in a Match.
- Players may only be registered with a Club for the purposes of playing Matches. As an exception, a Player may be registered with a Club for technical reasons in order to ensure transparency in respect of a Player's registration record, to include in circumstances where a Player is subject to consecutive individual transactions.

#### Guidance

There is only one exception to the fundamental principle that a Player may only be registered with a Club for the purposes of playing Matches. This exception is when a player needs to be registered with a club purely for technical reasons related to the use of the domestic registration database and/or FIFA TMS. Such a 'technical registration' – where there is no (immediate) prospect that the player will play football for the registering club – might arise if, for example, a player returns to their parent club following a loan and is immediately loaned out again, or permanently transferred, to a third club.

To provide transparency and ensure that the transfer is accurately reflected domestically and/or on FIFA TMS, the player's registration must revert to their parent club before it is transferred to the club to which they are being loaned or permanently transferred. Therefore, it is necessary to register the player with their parent club, even if there is no prospect of the player playing for their parent club and even if the registration period of the parent club's member association is closed. In order for a transfer to occur after the 'technical registration', the registration period of the club to which the player is being loaned or permanently transferred must be open.

For the avoidance of doubt, this exception does not apply in respect of Bridge Transfers.

- C7 No Club or Player may enter into an agreement with a party (to include an agreement entered into between a Club and a Player) which contravenes The Association's Rules and regulations, to include the Third Party Interest in Players Regulations and the Working with Intermediaries Regulations or Football Agent Regulations (as applicable).
- C8 Where a Contract Player ends their career upon expiry of their Playing Contract or a Non-Contract Player terminates their football activity, the Player will remain registered with The Association for a period of 30 months (such period commencing on the day the Player makes his last appearance in a Match).
- C9 In the event of any conflict between the Rules and the rules of any Competition and/or the terms of any Playing Contract, the Rules shall apply.

For the purposes of playing football in England, registration with The Association constitutes a Player's primary registration. However, Competitions may, under their rules, impose additional requirements on Participants in respect of registering Players to participate in their Competition and contractual matters (and may impose sanctions in respect of non-compliance with any such requirements). Registration of a Player with The Association does not therefore constitute registration with each Competition in which that Player's Club participates.

**C10** For the purposes of futsal, these Player Status Rules shall apply save where there is any provision to the contrary in the Futsal Regulations.

## **SECTION II: CONTRACTS**

Unless otherwise stated, the provisions of Section II only apply to Participants in the Premier League, EFL, National League System and Tiers 1 to 4 of the Women's Football Pyramid.

Unless expressly stated, this section does not apply to Scholars, Academy Players and PGA Players. Provisions for such Players are set out in Section VIII of these Player Status Rules.

## **General requirements**

- C11 Players must be aged 18 or over in order to enter into a Playing Contract, save that a Player aged 17 may enter into a Playing Contract where they are not in Full-time Education.
- C12 Players under the age of 17 may enter into a Scholarship Agreement in accordance with Section VIII of these Player Status Rules and the provisions of the Professional Game Youth Development Rules.
- C13 Players under the age of 18 may not sign a Playing Contract for a term longer than three years.
- C14 The following Clubs are not permitted to enter into Playing Contracts with players:
  - C14.1 Clubs below Step 6 of the National League System; and
  - C14.2 Clubs below Tier 4 of the Women's Football Pyramid.
- C15 Copies of all Playing Contracts and all written agreements entered into between a Club and Contract Player, must be provided to: (i) The Association within five days of signature; and (ii) the Contract Player at the time of signature.

## Guidance

Playing Contracts should be provided to Contract Players by email and in hard copy wherever possible.

- **C16** The validity of a Playing Contract cannot be made conditional upon the completion of a successful medical examination or the grant of any right to work authorisation.
- C17 Where a female Player has taken maternity leave and is temporarily replaced by another Player in accordance with Rule C35.3, the period of the replacement Player's Playing Contract shall, unless otherwise mutually agreed, be from the date of registration until the day prior to the start of the first registration period after the return of the Player who has taken maternity leave.

# **Payments**

- C18 Each Club must ensure that Playing Contracts it enters into provide that all payments (save for those in relation to Image Rights and those made to Intermediaries or FA Registered Football Agents (as applicable) on the Contract Player's behalf) are paid to the Contract Player, and not to any company, entity or individual acting on behalf of that Contract Player.
- C19 Any payments or benefits whatsoever that are made by a Club to, or otherwise made in relation to, a Contract Player must be referenced in and incorporated as terms of the Playing Contract (to include, but not limited to, those relating to Image Rights and those made to Intermediaries or FA Registered Football Agents (as applicable) on the Contract Player's behalf).

#### Guidance

The Playing Contract must set out the relevant payments (for example as relate to Image Rights and those made to Intermediaries or FA Registered Football Agents (as applicable) on the Contract Player's behalf) but need not, for example, set out the full payment schedule. In such circumstances, the payment schedule must be set out in a written agreement (to which the Club is a contracting party) and must be provided both to the Player and The Association.

- **C20** All payments made to Contract Players, whether under a Playing Contract or otherwise, must:
  - **C20.1** only be made by the Club and be fully recorded in the Club's accounting records; and

C20.2 comply with any relevant tax legislation.

#### Form and Content

- C21 Clubs may only enter into Playing Contracts that are in such standard form as The Association and/or Competition may prescribe from time to time.
- C22 The Association may refuse to register a Playing Contract which is not in the relevant prescribed form, or which contains any clause which conflicts with any mandatory provisions in the relevant prescribed form Playing Contract or The Association's Rules or regulations.
- C23 All parties to a Playing Contract must ensure that the Playing Contract:
  - **C23.1** states the full name of the Club's corporate entity, including the relevant company registration number (where applicable);
  - C23.2 clearly sets out all terms and conditions of employment;
  - C23.3 sets out all payments and/or benefits whatsoever due and/or made to a Contract Player before deductions for all applicable taxes;
  - C23.4 is of stated duration, subject to any relevant limits specified by The Association and/or the relevant league;
  - **C23.5** is signed by both the Contract Player and an authorised signatory of the Club. Playing Contracts signed by Players who are under the age of 18 at the time of signing shall also be signed by that Player's parent or legal guardian; and
  - C23.6 lists as applicable all Intermediaries performing Intermediary Activity (as defined in The Association's Working with Intermediaries Regulations) or (ii) FA Registered Football Agents performing Football Agent Services (as defined in The Association's Football Agent Regulations), in respect of the Playing Contract.
- C24 Where any other agreement is entered into between a Contract Player (or the Player's Image Rights company) and a Club (including during the term of a Playing Contract), the parties must notify The Association of the agreement within five days of its execution and provide a short description of the nature of the agreement. The FA reserves the right to request a copy of any such agreement.

## Guidance

Any other agreements entered into between the Contract Player and the Club include all agreements entered into either directly or indirectly, written or otherwise between the Contract Player and the Club.

**C25** Playing Contracts must contain a clause detailing the process for dealing with disputes regarding the unilateral termination of the Playing Contract.

## **Contract renewals**

C26 A Contract Player may enter into a new or amended Playing Contract with their Club at any time during the term of the Playing Contract. Where they do so, the Club must ensure that the Playing Contract, the Intermediaries Form / Agents Form (as applicable) and/or such other documentation as The Association may require from time to time, is lodged with The Association within five days of signature by the Contract Player.

#### Options

- C27 The full terms of any Option must be set out in the Playing Contract.
- C28 As a result of the exercise of an Option, the terms of the Playing Contract (to include any guaranteed payments) must be the same or no less favourable overall than the terms of the Player's existing Playing Contract (excluding any signing-on fees).
- C29 Subject to Rule C30, a Playing Contract cannot include an Option which, if exercised, would result in the Playing Contract being extended for a period which is longer than the initial term of the Playing Contract.

- C30 An Option may extend a Playing Contract for a longer duration than the initial term of the Playing Contract where:
  - **C30.1** the relevant Playing Contract is entered into after the commencement of the season but by no later than the first Monday in February; and
  - **C30.2** the Option provides for the Playing Contract to be extended for a period which is the same duration as the initial term of the Playing Contract plus any further period that is required to ensure that the Playing Contract expires at the end of the season.
- C31 A Playing Contract can contain multiple alternative Options, but only one Option may be exercised.
- C32 An Option cannot contain a further Option.
- C33 Where an Option is exercised, the Club must notify The Association within five days or by 1 June, whichever is sooner.

The Association reserves the right to determine that an Option does not comply with the Rules at the time the relevant Playing Contract is lodged.

When considering whether an Option is on the same or not less favourable terms, The Association will require that the annual value of the financial terms offered are at least equivalent to the most favourable terms to which the Player was entitled in any year of their current contract. Further, The Association will primarily consider (and give greater weight to) guaranteed payments under the contract and in the option clause. However, The Association may also take into account any reasonably achievable contingent payments in appropriate circumstances.

An Option will be considered to be on the same or not less favourable terms where it provides for payment commencing from a different specified date as that under the current contract, provided that the effect of the Option/Re-engagement Offer is for the player to be paid for an equivalent period. This is to allow for the fact that the season start dates may differ slightly year on year.

If an Option provides for payment to be reduced or suspended (for any reason) during the season, this will not be considered to be on the same or not less favourable terms where the current contract did not contain an equivalent provision.

An Option can be for a shorter period than the term of the Playing Contract.

## **SECTION III: REGISTRATION**

## General

- C34 Subject to Rules C35 and C50, Players may only be registered during a Registration Period and upon receipt by The Association of a valid application for registration from a Club.
- C35 The following Players may be registered outside of a Registration Period:
  - **C35.1** Out of Contract Players whose Playing Contract has expired or terminated by mutual consent prior to the end of a Registration Period;
  - C35.2 Non-Contract Players whose registration with a Club has expired or terminated by mutual consent prior to the end of a Registration Period;
  - C35.3 Female Players who are registered in order to temporarily replace a female Player who has taken maternity leave;
  - C35.4 Female Players upon completion of their maternity leave, subject to their contractual status;

- C35.5 Players whose Scholarship Agreement has expired or terminated by mutual consent prior to the end of a Registration Period;
- **C35.6** Other players whose contract with a club has expired or terminated by mutual consent prior to the end of a Registration Period;
- C35.7 Other players who are entitled to be registered outside of a Registration Period in accordance with RSTP Article 6; and
- C35.8 Other players where, in The Association's sole discretion, exceptional circumstances apply.

Rule C35.8 is not intended to provide Clubs with the opportunity to register new players on a permanent basis outside of a Registration Period, rather such a step will only be permitted in exceptional circumstances. Examples of exceptional circumstances include where the integrity of a Competition is affected (such that the registration of a goalkeeper may be permitted on loan where the loanee club does not have a player in that position) and where the wider interests of the game and Participants are best served through application of that discretion.

Competitions may, under their rules, impose additional requirements on Participants in respect of registering Players outside of Competition-specific registration periods.

- C36 The Association reserves the right to refuse the registration of a Player, to include where the Player and/or relevant Club fails to supply such information or documentation as The Association may require pursuant to The Association's Rules or regulations.
- C37 A Player is ineligible to play for a Club until such time as the Club receives written confirmation from The Association of registration with that Club. Where a Player plays in contravention of this requirement, The Association may impose sanctions on the Player and/or the relevant Club.

# Guidance

Notwithstanding confirmation of registration with The Association, a Player's eligibility to play for a Club remains subject to any disciplinary suspension and the fulfilment of any applicable eligibility requirements provided for in the rules of the relevant Competition.

**C38** The Association may, in exceptional circumstances and upon application by a Player or the Player's Club, cancel the registration of a Player.

#### Guidance

The Association's exercise of this power in relation to Contract Players would ordinarily be subject to the outcome of any dispute between a Contract Player and a Club in relation to the termination of the Playing Contract.

C39 Where a Club ceases to be a member of a league within the National League System or Tiers 1 to 4 of the Women's Football Pyramid other than by reason of promotion, relegation or expulsion, all Contract Players of the Club may (from the date the Club ceases to be a member of the relevant league) cancel their registration with that Club by notifying the Club and The Association in writing of their intention. The Association will provide to such Contract Players written confirmation that their registration has been cancelled and the date on which such cancellation takes effect. From that date, such Contract Players may register for another Club without a transfer fee being payable to their former Club (subject to The Association confirming that this is permissible in accordance with FIFA regulations).

## **International Clearance**

- C40 Any player aged 10 or above who was last registered with a club affiliated with another national association may only be registered with a Club once an ITC has been issued by the former association and The Association has confirmed receipt of the ITC.
- **C41** The transferee Club must enter such details and provide such documents as are required by FIFA TMS.

- **C42** Where the ITC is issued (once the former association has completed the relevant information), The Association will complete the relevant player registration information in FIFA TMS. In that regard:
  - C42.1 if the request is rejected, the Player will not be permitted to register for the transferee Club;
  - C42.2 if the request is accepted, The Association will confirm this to the transferee Club in writing.
- C43 The ITC procedure must be conducted exclusively through FIFA TMS.
- C44 Any form of ITC other than the one created by FIFA TMS shall not be recognised.

## **Contract Players**

- **C45** All Contract Players must be registered with The Association.
- C46 In order to register a Contract Player, a Club must submit the following to The Association:
  - C46.1 a copy of the Playing Contract, and any other contract entered into between the Contract Player and the Club;
  - C46.2 a copy of the Intermediaries Form / Agents Form (as applicable) and, where applicable, the Representation Contract; and
  - C46.3 any other information, forms or documents as required by The Association from time to time.
- **C47** A Club must submit the Playing Contract and any Intermediaries Form / Agents Form (as applicable) to The Association within five daus of signature by the Contract Player.

#### Guidance

To provide clarity on the requirements of The FA's registration process.

Contracts should be lodged with The FA as soon as possible after signing to ensure that the player's registration status and player passport is as accurate as possible (as until the Playing Contract is registered with The FA, the player is not a registered player and cannot play for the club). As electronic signatures and submissions are now permitted, The FA expects the majority of contracts to be submitted before the fifth day after signature. However, The FA acknowledges that there may be a short delay for all documents to be completed (particularly if there has been a transfer with an international element). This is also consistent with the requirement in the Standardised Rules and the EFL Regulations.

- C48 A Contract Player must not:
  - C48.1 register with more than one Club at a time; or
  - C48.2 enter into a Playing Contract with more than one Club at a time.

#### Guidance

If a Playing Contract has been submitted to The Association in respect of a Contract Player, the same Contract Player cannot enter into a Playing Contract with any other Club unless and until The Association has rejected or cancelled the Contract Player's registration.

- **C49** A Contract Player may only play for the Club holding their registration, unless otherwise permitted by these Player Status Rules or where:
  - C49.1 the prior written permission has been obtained from The Association and the Club holding the Contract Player's registration for the Contract Player to participate in a benefit, testimonial or charity match: or
  - C49.2 a Contract Player who is registered to a Club in Tiers 1 to 4 of the Women's Football Pyramid is enrolled in higher education, in which case the Contract Player may also play for the higher education establishment provided the Contract Player's Club has provided prior written consent.

# **Non-Contract Players**

- C50 Clubs must ensure that all Non-Contract Players are registered with the relevant league and/or Affiliated Association (as prescribed by, and in accordance with, the rules of the relevant league and The Association's Rules and regulations).
- C51 All payments made to Non-Contract Players, must:
  - C51.1 only be made by the Club and be fully recorded in the Club's accounting records;
  - C51.2 be made to Non-Contract Players gross, before deductions for all applicable taxes; and
  - C51.3 comply with any relevant tax legislation.

# **SECTION IV: TRANSFERS OF REGISTRATION**

Unless otherwise stated, the provisions of Section IV apply to Participants in the Premier League, EFL, National League System and Tiers 1 to 4 of the Women's Football Pyramid.

#### General

- **C52** The transfer of a player's registration can be made on a permanent or temporary basis.
- **C53** Where a Contract Player is transferred in accordance with the provisions of this Section IV, they will be ineligible to play for the transferee Club until such time as that Club receives written confirmation from The Association of registration with that Club. Where a Player plays in contravention of this requirement, The Association may impose sanctions on the Player and/or the relevant Club.
- C54 Where a registration is transferred, the transferor Club must provide to any previous club(s) with which a Player was registered, and which have the right to a sell-on fee in respect of any transfer of that Player, full details of the transfer fee and/or any contingent fees to which the transferor Club is or may be entitled in respect of the transfer or future transfer of the relevant Player. The Club receiving the information shall not disclose or divulge it directly or indirectly to any third party without the prior written consent of the transferor Club, save to statutory and regulatory authorities or as may be required by law or to its auditors.
- C55 Any transfer fee and/or contingent fees paid in relation to the transfer of a Player must only be paid between the transferor club and transferee club, or otherwise in accordance with The Association's Rules and regulations.
- C56 Where a Club enters into a pre-agreement in relation to the future transfer of a player, the pre-agreement must comply with The Association's Rules and regulations, to include the Third Party Interest in Players Regulations.
- C57 Where a Transfer Agreement is required to be submitted in respect of a permanent or temporary transfer, it must:
  - **C57.1** state the full name of each club's corporate entity, including the relevant company registration number (where applicable);
  - C57.2 set out full particulars of all financial and other arrangements agreed between the two clubs (to include in relation to any payments to the player the sums due, the club responsible for payment and the applicable term);
  - C57.3 comply with The Association's Rules and regulations, to include The Association's Third Party Interest in Players Regulations and Working with Intermediaries Regulations or Football Agent Regulations (as applicable); and
  - **C57.4** be signed by an authorised signatory of each club.
- C58 No Club or Player shall be involved in a Bridge Transfer.

#### **Permanent Transfers**

#### Domestic

- **C59** Where a player is transferred on a permanent basis between two Clubs, the transferee Club must submit the following to The Association:
  - **C59.1** the Transfer Agreement (whether a bespoke agreement and/or such template form of The Association or league as may be used from time to time) entered into between the relevant clubs; and
  - C59.2 those documents set out at Rule C46; and
  - C59.3 any other information, forms or documents as required by The Association from time to time.

#### International

- **C60** Where a player is transferred on a permanent basis between a Club and a club that is affiliated with another national association, the Club must submit the following to The Association:
  - **C60.1** the Transfer Agreement (whether a bespoke agreement and/or such template form of The Association or league as may be used from time to time) entered into between the relevant clubs;
  - C60.2 those documents set out at Rule C46 (save that, in respect of a Player moving from a Club to a club that is affiliated with another national association, there is no requirement to lodge a copy of the Playing Contract pursuant to Rule C46.1); and
  - **C60.3** any other information, forms or documents as required by The Association from time to time.

## Temporary transfers

#### General

- C61 A loanee Club is not permitted to sub-loan or otherwise transfer the loanee Player to a third club.
- **C62** Where a Player who is the subject of a temporary transfer returns to their parent Club (whether in accordance with the terms of the loan agreement, in accordance with the relevant league rules or otherwise):
  - C62.1 the parent Club must submit a copy of the recall letter, notice or agreement to The Association; and
  - C62.2 the Player is ineligible to play for the parent Club until such time as the Club receives written confirmation from The Association of the Player's registration with the parent Club. Where a Player plays in contravention of this requirement, The Association may impose sanctions on the Player and/ or the relevant Club.

#### Guidance

Notwithstanding confirmation of registration with The Association, a Player's eligibility to play for a Club in a Competition remains subject to the fulfilment of any applicable eligibility requirements set out in the rules of the relevant Competition (and any applicable disciplinary suspension).

# Domestic

- **C63** Where a player is transferred on a temporary basis between two Clubs, the transferee Club must submit the following to The Association:
  - **C63.1** the Transfer Agreement (whether a bespoke agreement and/or such template form of The Association or league as may be used from time to time) entered into between the relevant clubs;
  - C63.2 a copy of the Intermediaries Form / Agents Form (as applicable) and, where applicable, the Representation Contract / Representation Agreement (as applicable); and
  - C63.3 any other information, forms or documents as required by The Association from time to time.

#### International

#### Loans out

- **C64** Where a player is transferred on a temporary basis from a Club to a club that is affiliated with another national association, the Club must submit the following to The Association:
  - **C64.1** the Transfer Agreement (whether a bespoke agreement and/or such template form of The Association or league as may be used from time to time) entered into between the relevant clubs;
  - C64.2 the Intermediaries Form and, where applicable, the Representation Contract; and
  - **C64.3** any other information, forms or documents as required by The Association from time to time.

#### Loans in

- **C65** Where a player is transferred on a temporary basis from a club that is affiliated with another national association to a Club, the Club must submit the following to The Association:
  - **C65.1** the Transfer Agreement (whether a bespoke agreement and/or such template form of The Association or league as may be used from time to time) entered into between the relevant clubs;
  - C65.2 the Playing Contract;
  - C65.3 the Intermediaries Form / Agents Form (as applicable) and, where applicable, the Representation Contract / Representation Agreement (as applicable); and
  - **C65.4** any other information, forms or documents as required by The Association from time to time.

## Guidance

A Club must also comply with any applicable provisions of the RSTP in respect of international loans.

## SECTION V: TRIALS FOR PLAYERS (EXCLUDING MINORS)

## Unless otherwise stated, the provisions of Section V apply in respect of players aged 18 or over.

- **C66** A player who is domiciled in the territory of The Association, can trial at a Club not holding that player's registration provided that:
  - **C66.1** where the player's registration is held by a club, that club has given prior written permission, a copy of which shall be provided to The Association;
  - **C66.2** the trialling Club has applied to The Association for permission to trial the player using such form as The Association may require from time to time;
  - **C66.3** the player does not play in first team matches for the trialling Club, and only plays in the type and number of matches for the trialling Club as permitted by the Association from time to time; and
  - C66.4 such matches take place within such period as The Association may communicate from time to time.

#### Guidance

The type and number of matches, and the period in which the matches shall be required to take place will be set out in the relevant trial form issued by The Association from time to time.

- **C67** A player who is not domiciled in the territory of The Association can trial at a Club not holding that player's registration provided that:
  - **C67.1** the trialling Club has lodged a copy of the FIFA Trial Form with The Association (and any other documents as The Association may require from time to time); and
  - **C67.2** the trial meets the general conditions set out in Article 19ter of the RSTP.

C68 Where a player takes part in matches for a trialling Club prior to it receiving written confirmation from The Association (and relevant Competition where applicable) in contravention of the provisions of this Section V, The Association may impose sanctions on the player and/or the relevant Club.

## **SECTION VI: CONTRACTUAL STABILITY**

## Re-engagement

 ${\it Unless otherwise stated, Rules C69 to C73 apply to Participants in the National League System and Tiers 1 to 4 of the Women's Football Pyramid.}$ 

## Retaining right to compensation

General principles

- C69 A Club that makes a Re-engagement Offer to a Contract Player is entitled to receive a Compensation Fee from a Club to which that Player is subsequently registered (as a Contract Player or a Non-Contract Player), provided that:
  - **C69.1** the Player is under the age of 24 years as at 30 June in the year that the Player's Playing Contract expires;
  - C69.2 the Re-engagement Offer is made in accordance with Rule C71; and
  - C69.3 the Player has rejected or failed to respond to the Re-engagement Offer.
- **C70** Where a Compensation Fee is payable by a Club, The Association will not register the Player until that Club has confirmed to The Association in writing that it will:
  - C70.1 negotiate a Compensation Fee with the Player's former Club; and
  - **C70.2** in the event that a Compensation Fee cannot be agreed between the Clubs, be bound by a decision of the Compensation Fee Tribunal in respect of the compensation payable.

# Requirements of a Re-engagement Offer

- C71 A Re-engagement Offer must:
  - C71.1 be made to the Contract Player during the Re-engagement Period;
  - C71.2 be the same or no less favourable than the terms which applied at the point of expiration of the Contract Player's most recent Playing Contract with the Club; and
  - C71.3 be for a minimum duration of until:
    - C71.3.1 the first Saturday in May or the date of the last league or Competition match played by the Club's first team in the following playing season, whichever is later; or
    - C71.3.2 30 June in the following playing season.
- C72 In the event of a dispute concerning the validity of a Re-engagement Offer and/or a Contract Player's acceptance or rejection of it, the burden shall be on the sender of the notice to establish that it was received by the other party within the applicable time period set out in these Player Status Rules.

## Events following a Re-engagement Offer

C73 Upon receipt of a Re-engagement Offer, a Contract Player must accept or reject it by notifying the Club in writing within 28 days. A Contract Player who rejects a Re-engagement Offer, or fails to respond to a Re-engagement Offer within 28 days of receipt, is immediately free to enter into contract negotiations with another Club.

For the avoidance of doubt, where a Player enters into contract negotiations with another Club, the right of the Club that made a Re-engagement Offer to receive a Compensation Fee is unaffected.

## No Re-engagement Offer

C74 If no Re-engagement Offer is received by the Contract Player during the Re-engagement Period (and no Option is exercised by the Club), that Player may following the end of the Re-Engagement Period make enquiries or enter into contract negotiations with other clubs.

#### Notification to The Association

**C75** By 1 June in each season, or any alternative date communicated by The Association from time to time, all Clubs must notify The Association of all Re-engagement Offers made.

# Compensation Fee Tribunal

- **C76** A Compensation Fee Tribunal shall have jurisdiction in the following cases:
  - C76.1 where
    - C76.1.1 the Re-engagement Offer is made by a Club in membership of the National League System or Tiers 1 to 4 of the Women's Football Pyramid;
    - C76.1.2 (i) re-engagement terms have been offered to a Contract Player by a Club in membership of the Premier League or EFL, (ii) such terms comply with the relevant league's rules regarding re-engagement, and (iii) the Contract Player wishes to register with a Club not in membership of either league; or
    - C76.1.3 (i) re-engagement terms have been offered to a Contract Player by a Club in membership of the EFL, (ii) such terms comply with the relevant league's rules regarding re-engagement, and (iii) the offering Club has been relegated into the National League System,
    - and, in any case the two Clubs cannot agree the Compensation Fee; and/or
  - C76.2 where the Re-engagement Offer is made by a Club in membership of the National League System or Tiers 1 to 4 of the Women's Football Pyramid and there is a dispute as to whether the Re-engagement Offer: (i) was validly received, accepted or rejected; and/or (ii) meets the requirements of Rule C71.

#### Where two Clubs cannot agree the Compensation Fee

- **C77** The Compensation Fee Tribunal shall be convened to determine the Compensation Fee payable upon the application of either Club.
- C78 A Compensation Fee Tribunal shall be comprised of one nominated representative from each of the following:
  - C78.1 Council (to act as the independent chairperson);
  - C78.2 the relevant league(s) in the National League System or Tiers 1 to 4 of the Women's Football Pyramid;
  - C78.3 the Premier League or EFL (provided that the dispute relates to men's football and one Club is a member of one of those Competitions);
  - C78.4 the Professional Footballers' Association (or an alternative, independent and appropriately experienced person as nominated by The Association at its absolute discretion); and
  - C78.5 The Football Association of Wales (if one or both Clubs are members of The Football Association of Wales).

- C79 Before the date of a hearing before any Compensation Fee Tribunal, both Clubs must pay to The Association a non-refundable administration fee of £300 (without which, the Compensation Fee Tribunal shall not proceed to hear the dispute).
- **C80** The Clubs must make the following written submissions to the Compensation Fee Tribunal in support of their cases:
  - **C80.1** The Club which held the Player's registration must submit the relevant Compensation Fee Tribunal form, details of the Player's registration and length of service with the Club, and any other documents requested in accordance with the directions of the Compensation Fee Tribunal.
  - **C80.2** The Club seeking the Player's registration must submit the relevant Compensation Fee Tribunal form, details of the Player's proposed registration, and any other documents requested in accordance with the directions of the Compensation Fee Tribunal.
- **C81** In determining the value of the Compensation Fee, the Compensation Fee Tribunal may take into account some or all of the following criteria:
  - C81.1 the status of each Club;
  - C81.2 the age of the Player;
  - **C81.3** the amount of any transfer fee paid by the former Club on acquisition of the Player and the length of time the former Club has held the Plauer's registration;
  - **C81.4** the terms of the new contracts offered to the Player by each Club;
  - **C81.5** the training and development of the Player at the former club, including for example the provision of any specialist coaching, education or welfare;
  - C81.6 the Player's playing record and achievements;
  - C81.7 substantiated interest shown in the Player by other Clubs;
  - **C81.8** other costs incurred by the former Club directly or indirectly attributable to the training and development of the Player, including any relevant medical or rehabilitation costs; and/or
  - **C81.9** attempts made by the parties to reach an agreement concerning the value of the Compensation Fee due provided that there is evidence of telephone calls, meetings or written correspondence between the two Clubs.
- **C82** The Compensation Fee Tribunal will determine whether a dispute can be determined on the basis of written submissions alone or if an oral hearing is necessaru.
- **C83** The Compensation Fee Tribunal may, in its absolute discretion, order either Club to pay all or part of the costs of the proceedings.

By way of example, the Compensation Fee Tribunal may order one Club to pay the costs of the tribunal proceedings if it has failed to negotiate with the other Club or if it has made a spurious claim.

- **C84** The decision of the Compensation Fee Tribunal shall be determined by majority. Each member of the Compensation Fee Tribunal shall have one vote and the chairperson shall have a casting vote.
- **C85** The decision of the Compensation Fee Tribunal is final and binding and there shall be no right of appeal.

## Avoidance and evasion of transfer fees and/or compensation fees

**C86** If in the opinion of The Association an agreement has been entered into by a Participant with the purpose and/ or effect of avoiding or evading the payment of compensation relating to a Player which would otherwise be due to a Club in accordance with the Rules and/or the rules and regulations of a Competition, The Association shall be entitled to issue a charge for Misconduct.

#### Approaches

The provisions regarding approaches must be read in conjunction with The Association's Working with Intermediaries Regulations or Football Agent Regulations (as applicable).

## Contract Players

Rule C87 applies to Participants in the Premier League, EFL, Steps 1 to 4 of the National League System and Tiers 1 to 4 of the Women's Football Pyramid.

- C87 Subject to Rules C73 and C74:
  - C87.1 A Club, Club Official, FA Registered Football Agent, Intermediary or Player (or any other Participant) must not directly or indirectly approach a Contract Player or Scholar with a view to inducing them to leave the Club for which they are registered, except with the prior written permission of that Club. This includes through an employee, contractor or agent.
  - C87.2 A Contract Player or Scholar (or any Intermediary / FA Registered Football Agent (as applicable) or other Person) must not directly or indirectly approach a Club, Club Official, Intermediary / FA Registered Football Agent (as applicable) or Player with a view to leaving the Club for which the Contract Player or Scholar is registered, except with the prior written permission of the Contract Player's or Scholar's Club. This includes through an employee, contractor or agent.

#### Non-Contract Players

Unless otherwise stated, Rules C88 to C96 apply to Participants in the National League System and Tiers 1 to 4 of the Women's Football Pyramid. However, the provisions of these Rules shall apply to Approaching Clubs at any level of the game.

- C88 Subject to Rule C89, a Club wishing to approach a Non-Contract Player (the "Approaching Club") registered with one or more Clubs must give to the club secretary of each such Club seven days' written notice of its intention to approach the Non-Contract Player (the "Approach Notice").
- C89 An Approach Notice must be given by:
  - **C89.1** a Saturday Club only to other Saturday Clubs;
  - C89.2 a Sunday Club only to other Sunday Clubs; and
  - C89.3 a midweek Club only to other midweek Clubs.
- **C90** A Club that receives an Approach Notice must ensure that the Non-Contract Player has received and is aware of the Approach Notice.
- **C91** The Approaching Club must send the Approach Notice:
  - C91.1 by first-class post to the registered address; or
  - C91.2 by email to the club secretary or chairperson,

of the Club(s) that the Non-Contract Player is registered with.

- C92 An Approaching Club:
  - C92.1 may only register the relevant Player after seven days have elapsed since sending the Approach Notice (i.e. no earlier than the eighth day); and
  - C92.2 must register the relevant Player no later than 28 days following the sending of the Approach Notice.

#### Guidance

For the purposes of calculating the relevant time limits, the day on which the Approach Notice is sent shall be day zero.

- C93 An Approaching Club must not:
  - C93.1 approach the same Non-Contract Player at the same Club more than once per season;
  - C93.2 having sent an Approach Notice to a Club, approach another Non-Contract Player at the same Club until 28 days have elapsed since sending the Approach Notice; and
  - **C93.3** subject to Rule C94, approach more than one Non-Contract Player at a Club at the same time.
- **C94** An Approaching Club is permitted to simultaneously approach up to two Non-Contract Players in each age group at a Club provided that those Non-Contract Players are both invited to trial at an Academy or a PGA.
- **C95** If a Non-Contract Player approaches a Club, that Club shall give the Club(s) for which the Non-Contract Player is currently registered seven days' written notice that the approach has been made before registering the Non-Contract Player (in accordance Rules C88 to C92).
- C96 Where a Club is found by The Association and/or an Affiliated Association to have acted in breach of Rules C88 to C95, its registration of the Non-Contract Player may be cancelled and the Club may be subject to such other penalty as The Association or relevant Affiliated Association deems appropriate.

#### SECTION VII: DISCIPLINARY AND TERMINATION

Unless otherwise stated, Rules C97 to C110 apply to Participants in the Premier League, EFL, National League System and Tiers 1 to 4 of the Women's Football Pyramid.

# Disciplinary

- **C97** Any dispute between a Contract Player and a Club concerning disciplinary matters shall be determined in accordance with the terms of the Playing Contract.
- **C98** Clubs must keep a record of any suspension or fine imposed under the Playing Contract and/or Club rules and provide details of any such suspensions or fines to The Association upon request.

#### Termination

#### General

- C99 A Playing Contract may only be terminated by mutual consent or in accordance with the terms of the Playing Contract.
- **C100** Where a Playing Contract is terminated in accordance with Rule C99, the Club must notify The Association in writing within five days of the termination by providing a copy of any settlement agreement, or such other notice, as signed by the Club and Player.
- **C101** Where a Playing Contract has been terminated by mutual consent, the Player is not permitted to re-register as a Contract Player for that Club for a period of three months from the date of cancellation of the registration without the prior written permission of The Association.

#### Guidance

Competitions may, under their rules, impose additional Competition-specific restrictions in respect of the reregistration of a Player to participate in their Competition. For example, the Premier League and the EFL in their respective rules preclude re-registration in these circumstances for a period of twelve months from the date of cancellation of the registration without their prior consent.

**C102** Upon the termination of a Playing Contract coming into effect, the Player's registration shall be released and the Club shall perform all actions as required by The Association to effect such release.

# Disputes

- **C103** Any dispute between a Contract Player and a Club in relation to the termination of a Playing Contract shall be determined in accordance with the terms of the Playing Contract.
- C104 Until such time as any relevant appeal process provided for in the Playing Contract has been concluded, unless The Association determines otherwise, the Player may not be registered for a new Club. In the meantime, both the Club and the Player must continue to comply with the terms of the Playing Contract.

#### Guidance

Examples of circumstances where The Association may permit registration for a new Club include: (i) where the relevant Playing Contract expires prior to the conclusion of the appeal process; (ii) where the Player and Club mutually agree that the Player may register for a new Club.

C105 The Contract Player is not permitted to register for another Club until such time as The Association and the league with which the Player is registered has each confirmed that the Contract Player's registration for the former club has been cancelled.

#### **Contractual Disputes Tribunal**

C106 Where a Playing Contract or the rules of a Competition provide for an appeal to the Contractual Disputes Tribunal in respect of disciplinary or termination matters, any such appeal shall be heard by the Contractual Disputes Tribunal which shall be constituted in the same manner as an Appeal Board (with The Judicial Panel Terms of Reference applying to its composition and operation).

#### Guidance

Any reference in a Playing Contract to the 'League Appeals Committee' shall be deemed as a reference to the Contractual Disputes Tribunal for the purposes of these Player Status Rules.

**C107** Save where the relevant Playing Contract or rules of a Competition provide otherwise, such appeals shall be made within seven days of receipt of the decision of the lower instance body and must be accompanied by an appeal fee as follows.

RELEVANT COMPETITION	FEE
National League, FAWSL	£500
Steps 2 to 4 of the National League System, FAWC	£250
Steps 5 to 6 of the National League System	£100

- C108 The grounds of appeal available to a Participant shall be that the body whose decision is appealed against:
  - C108.1 failed to give that Participant a fair hearing;
  - C108.2 misinterpreted or failed to comply with the Rules and/or regulations of The Association or the rules of a Competition relevant to its decision;
  - C108.3 came to a decision to which no reasonable such body could have come; and/or
  - $\textbf{C108.4} \ imposed\ a\ penalty, award, order\ or\ sanction\ that\ was\ excessive.$
- **C109** The Contractual Disputes Tribunal shall have the power to regulate its own procedure.

- **C110** In proceedings before the Contractual Disputes Tribunal:
  - C110.1 a party to the proceedings may request that the appeal be dealt with at a personal hearing; and
  - C110.2 the Contractual Disputes Tribunal shall have the power to order that any costs (or part thereof) incurred in respect of an appeal be paid by the Player or Club concerned.

## **SECTION VIII: YOUTH**

Unless otherwise stated, Rules C111 to C127 apply to Participants in the Premier League, EFL and Clubs that operate an Academy, and Rules C128 to C132 apply to (a) Participants in the Premier League, EFL and Clubs that operate an Academy, and (b) Clubs that operate a PGA.

### **Scholarships**

#### General

- C111 All Scholars must be registered with The Association.
- C112 Clubs in the National League System and Tiers 1 to 4 of the Women's Football Pyramid may not offer Scholarship Agreements or register Scholars.

#### Guidance

Clubs in the National League System recently relegated from the EFL may - during the run-off period for an Academy in these circumstances (as set out in the Professional Game Youth Development Rules) - continue to register Scholars that were registered at the time of relegation in order that they may complete their Scholarships with the Club.

- C113 In order to register a Scholar, a Club must submit the following to The Association:
  - C113.1 a copy of the Scholarship Agreement signed by the Scholar and his parent or legal guardian;
  - C113.2 a copy of the Scholarship Form signed by the Scholar;
  - C113.3 proof of nationality in the form of a valid passport or such other form of identification as required by The Association; and
  - C113.4 any other information, forms or documents as required by The Association from time to time (to include, where the registration concerns the international transfer of a minor or the first registration of a non-national minor, any such information requested in accordance with the provisions of the 'International transfer of minors' section below).
- **C114** The Scholarship Agreement and Scholarship Form must be provided to the Scholar and submitted to The Association within five days of being signed by all parties.
- C115 A Scholar is ineligible to play for a Club until such time as the Club receives written confirmation from The Association of registration with that Club. Where a Scholar plays in contravention of this requirement, The Association may impose sanctions on the Scholar and/or the relevant Club.
- C116 A Scholar may only be registered with one Club at a time.
- **C117** The validity of a Scholarship Agreement cannot be made conditional upon the completion of a successful medical examination or the grant of any right to work authorisation.
- **C118** On or after a Scholar's seventeenth birthday, the Scholar may enter into a Playing Contract (subject to the rules of the relevant league and Section III of these Player Status Rules).
- **C119** Plauers under the age of 18 mau not sign a Scholarship Agreement for a term longer than three uears.

- C120 The Association reserves the right to refuse the registration of a Scholar, to include where the Player and/or relevant Club fails to supply such information or documentation as The Association may require pursuant to The Association's Rules or regulations.
- C121 Where a Club ceases to be a member of a league within the National League System other than by reason of promotion, relegation or expulsion, all Scholars of the Club may (from the date the Club ceases to be a member of the relevant league) cancel their registration with that Club by notifying the Club and The Association in writing of their intention. The Association will provide to such Scholars written confirmation that their registration has been cancelled and the date on which such cancellation takes effect. From that date, such Scholars may register for another Club without a transfer fee being payable to their former Club (subject to The Association confirming that this is permissible in accordance with FIFA regulations).

## **Payments**

- **C122** Each Club must ensure that the Scholarship Agreements it enters into provide that all payments are paid to the Scholar, and not to any company, entity or individual acting on behalf of that Scholar.
- C123 All payments made to Scholars must:
  - C123.1 be made by the Club and be fully recorded in the Club's accounting records;
  - C123.2 set out all payments to be made to Scholars gross, before deductions for all applicable taxes; and
  - C123.3 comply with any relevant tax legislation.

## Form and Content

- **C124** Where The Association and/or league prescribes the form of a Scholarship Agreement, Clubs must only use that prescribed Scholarship Agreement in respect of its Scholars.
- C125 The Association may refuse to register a Scholarship Agreement which is not in the relevant prescribed form, or which contains any clause which conflicts with any mandatory provisions in the relevant prescribed form Scholarship Agreement or The Association's Rules or regulations.
- **C126** All parties to a Scholarship Agreement must ensure that the Scholarship Agreement:
  - C126.1 states the full name of the Club's corporate entity, including the relevant company registration number (where applicable);
  - C126.2 clearly sets out all terms and conditions of employment;
  - C126.3 sets out all payments and/or benefits whatsoever due and/or made to a Scholar;
  - C126.4 is of stated duration, subject to any relevant limits specified by The Association and/or the relevant league;
  - C126.5 is signed by both the Scholar, their parents or legal guardians and an authorised signatory of the Club; and
  - C126.6 lists any other agreements entered into between the Scholar and the Club.

# Work experience

- ${\bf C127} \quad {\bf AScholar\,may\,play\,for\,a\,Club\,other\,than\,that\,which\,holds\,their\,registration\,for\,the\,purposes\,of\,work\,experience,} \\ provided\,that:$ 
  - C127.1 the Club not holding the Scholar's registration participates in one of the Premier League, EFL, or Steps 1 to 6 of the National League System; and
  - C127.2 prior written authorisation has been received by The Association from:
    - C127.2.1 the Club holding the Scholar's registration;
    - C127.2.2 the league of which the Scholar's Club is a member; and
    - C127.2.3 the league of the Club for which the Scholar wishes to play.

#### Guidance

The Scholar may continue to train and play for either the Club that holds their registration or the work experience Club in any age-restricted or reserve team match or in any match in the football pyramid below the EFL. For the avoidance of doubt, the Scholar may not play for the work experience Club in any first team match in the Premier League, EFL, EFL Cup or EFL Trophy. The Player may not play in The FA Challenge Cup Competition without the prior written permission of the Club that holds their registration (in accordance with the FA Cup Rules).

#### **Academies**

## Academy Players and PGA Players

- **C128** A player may register as an Academy Player provided they are aged nine or above during the academic year and are in Full-time Education.
- **C129** A player may register as a PGA Player provided they are aged 14 or above on 31 August of the relevant playing season (and in Full-time Education where required).
- **C130** A Club or Club Official must not induce any player in Full-time Education to leave school for the purpose of signing a contract of employment.
- C131 The Association reserves the right to refuse the registration of an Academy Player, to include where the Player and/or relevant Club fails to supply such information or documentation as The Association may require pursuant to The Association's Rules or regulations (including any information or documentation required under the RSTP).

## Reporting

C132 Clubs that operate an Academy or a PGA are obliged to report all minors attending that Academy or a PGA to The Association, and to provide The Association with any such details as it may request.

#### Guidance

This provision applies to both nationals and non-nationals, and includes any minor attending an academy or a PGA on trial. The reference to an academy shall be deemed as a reference to an Academy (as defined in Rule A2), as well as any other academy as described in Article 19bis of the RSTP.

### **Trials for minors**

# Unless otherwise stated, Rules C133 to C135 apply in respect of players under the age of 18 (excluding Scholars).

- **C133** A player domiciled in the territory of The Association can trial at a Club not holding the player's registration provided that:
  - C133.1 the club holding the player's registration has given prior written permission, a copy of which shall be provided to The Association;
  - C133.2 the trialling Club reports the player to The Association pursuant to Rule C132; and
  - C133.3 the player does not play in first team matches for the trialling Club and only plays in the type and number of matches for the trialling Club as permitted by The Association from time to time.
- **C134** A player who is not domiciled in the territory of The Association can trial at a Club provided that:
  - C134.1 the trialling Club has lodged a copy of the FIFA Trial Form with The Association (and any other documents as The Association may require from time to time); and
  - C134.2 the trial meets both the general conditions and the conditions specific to minor trialists set out in Article 19ter of the RSTP.
- C135 Where a player takes part in matches for the trialling Club prior to it receiving written confirmation from The Association (and relevant league where applicable) in contravention of Rule C133 to C134, The Association may impose sanctions on the player and/or the relevant Club.

#### International transfer of minors

Unless otherwise stated, Rules C136 to C139 apply to Participants in the Premier League, EFL, National League System and Tiers 1 to 4 of the Women's Football Pyramid.

- **C136** In respect of the international transfer of minors and the first registration of a non-national minor, Participants are required to adhere to the provisions of the RSTP.
- **C137** Notwithstanding Rule C136 above, The Association is competent to consider applications to register non-national minor players where the player:
  - C137.1 is aged under 10; or
  - C137.2 seeks to register in accordance with an exemption falling within the scope of the FA Limited Minors Exemption.

#### Guidance

The FA Limited Minors Exemption currently in force provides that The Association is competent to consider applications where the player seeks to be registered with either (a) a Club participating at Step 1 or below of the National League System or (b) a Club participating at Tier 3 or below of the Women's Football Pyramid, and the RSTP exemption relied upon is limited to one of the following:

- that the player's parents move to the country in which the new club is located for reasons not linked to football;
- that the player lives no further than 50km from a national border and the club with which the player wishes to be registered in the neighbouring association is also within 50km of that border; and
- that the player is registering for the first time and has lived continuously for the last five years in the country
  of intended registration prior to the application.

Please note that the terms of the FA Limited Minors Exemption are set by FIFA and are liable to change.

- C138 In respect of applications made pursuant to Rule C137:
  - C138.1 a Club must provide such information, forms or documents as required by The Association from time to time;
  - C138.2 where an application is successful:
    - C138.2.1 a Club must provide such further information, forms or documents as required by The Association from time to time in order to effect the transfer and registration of the player; and
    - C138.2.2 in respect of the international transfer of a minor aged 10 or above, a Club will be required to adhere to the requirements in respect of ITCs pursuant to Rules C40 to C44 above.
  - C138.3 In all cases, a Club must receive the prior written approval of The Association before the player can play for the Club.
- C139 In respect of applications to register players under the age of 18 which do not fall within Rules C137 but which otherwise engage Article 19 RSTP, Clubs must apply to FIFA prior to seeking the player's registration with The Association.

# Guidance

In respect of such applications, Clubs should provide the relevant documents to The Association. The Association will in turn submit those documents to FIFA. The Association reserves the right to request further information or documents from the Club prior to submission to FIFA.

## Children not registered as Academy players

The following provisions apply to any child not registered as an Academy Player. All matches must be played in accordance with the correct version of the Laws of the Game appropriate for the format specified.

# Children under 6 years old

C140 A child below the age of six shall not play, and shall not be permitted or encouraged to play, in a match.

## Children aged 6 and over

Age groups and formats

**C141** Children shall not play, and shall not be permitted or encouraged to play, in a match between sides of more than the stated number of players, according to their age group as follows:

AGE ON 31 AUGUST OF THE RELEVANT PLAYING SEASON	ELIGIBLE AGE GROUPS	MAXIMUM PERMITTED FORMAT
6	Under 7	5v5
	Under 8	
7	Under 8	5v5
/	Under 9	7v7
8	Under 9	7v7
	Under 10	
9	Under 10	7v7 9v9
9	Under 11	
10	Under 11	9v9
	Under 12	
11	Under 12	9v9
11	Under 13	11v11
12	Under 13	11v11
	Under 14	
13	Under 14	11.11
	Under 15	11v11
14	Under 15	11v11
	Under 16	
15	Under 16	11v11
	Under 17	
	Under 18	
16	Under 17	11v11
	Under 18	

C142 The relevant age for each player is determined by their age as at 31 August of the relevant playing season.

#### Guidance

Children who are aged 6 on 31 August in a playing season (together with those who turn 6 during the playing season) will be classed as Under 7 players for that playing season. Children who are aged 7 on 31 August in a playing season will be classed as Under 8 players for that playing season etc.

- C143 A child is permitted to "play up" in the age group immediately above their age group, irrespective of any difference in format or competition structure, save that a child who attains the age of 6 after 31 August is permitted to play only in the Under 7 age group and may not play in the Under 8 age group for that playing season.
- **C144** A child under the age of 15 as at 31 August in a playing season shall not be permitted to play in a match during that playing season where any other player is older or younger than that child by two years or more, save that The Association may in its sole discretion:
  - C144.1 enable disabled children to play football in an age group other than the groups dictated by their birth date, including "playing down";
  - C144.2 permit a child to play football in an age group other than the groups dictated by their birth date, including "playing down".
- **C145** To play in an Under 18 competition, a child must have attained the age of 15 as at 31 August of the relevant playing season.
- C146 Subject to Rule C147, to play in an open age competition a child must have attained the age of 16.
- **C147** A girl aged 15 or over on 31 August of the relevant playing season may participate in a PGA competition administered by the FAWSL and FAWC.

#### Guidance

This is a new provision introduced for the 2022/23 season which provides a limited exception to the default position that a child not registered as an Academy Player must have attained the age of 16 to play in an open age competition.

# Competition Structure

- C148 In respect of competitions relating to the Under 7 to Under 11 age groups (inclusive):
  - C148.1 leagues may organise a maximum of three trophy events per season. Each trophy event must be played over a maximum period as set out in the table below. The results of the trophy events may be published.

AGE GROUP	MAXIMUM PERIOD OVER WHICH EACH TROPHY EVENT MUST BE PLAYED
Under 7 and Under 8 (mini-soccer)	2 weeks
Under 9 and Under 10 (mini-soccer)	4 weeks
Under 11	6 weeks

- C148.2 the remainder of the season may consist of organised development fixtures only. Competitions and Clubs may collect the results and compile league tables in respect of these fixtures but must not publish either.
- **C149** There are no restrictions on the structure of competitions relating to the Under 12 to Under 18 age groups (inclusive).

## **Authorisation Provisions**

C150 The written consent of The Association or relevant Affiliated Association(s) shall be required pursuant to Rule B for any Competition for Under 18 age groups and below.

# Gender of Players in Under 7 to Under 18 Matches

**C151** A child in the age groups Under 7 to Under 18 inclusive may play in a match involving boys and girls.

## Disability Football - Gender of Players in Under 17 Matches and above

C152 In respect of disability football only, and only in accordance with the current dispensation policy, The Association may grant dispensation to permit any team playing at Under 17 level or above to field both male and female players in a match.

## Priority for School Activities

- C153 Priority must at all times be given to school or school organisation's activities in accordance with the recommendations of the "Memorandum: Children of School Age and School Games" whilst a pupil is in Full-time Education.
- **C154** All Clubs and Competitions, excluding those whose matches are played on Sundays, must include in their rules a requirement that the availability of a pupil must be consented to by the head teacher.

## SECTION IX: PAYMENTS AND CLEARING HOUSE

Unless otherwise stated, Rules C155 to C158 apply to Participants in the Premier League, EFL, National League System and Tiers 1 to 4 of the Women's Football Pyramid.

Please note the Board has suspended the requirement to make any payments through the Clearing House pursuant to FA Rules from after 13 October 2023. Clubs are instead required to provide proof of payment in the form prescribed by The Association.

- C155 Clubs must comply with the Clearing House Protocol.
- C156 The following payments must be made through the Clearing House (unless otherwise required by FIFA):
  - C156.1 In respect of the transfer of a player's registration:
    - C156.1.1 a payment to a club which is affiliated with another national association in membership of FIFA:
    - C156.1.2 a payment by a Club in membership of the Premier League or EFL to a Club in membership of the National League System (unless Competition rules require otherwise); and
    - C156.1.3 solidarity payments made between two Clubs pursuant to the RSTP.
  - **C156.2** Any payment to an Intermediary or made in accordance with The Association's Working with Intermediaries Regulations.
- C157 The Board may in its absolute discretion:
  - C157.1 suspend the requirement for some or all of the payments set out at Rule C156 to be made through the Clearing House; and/or
  - C157.1 require Participants to provide proof of payment in the form prescribed by The Association from time to time regarding any payments which would otherwise be required to be paid through the Clearing House pursuant to Rule C156.
- C158 Where The Association requires payments to be made through the Clearing House, Clubs must ensure that all

 $such payments \ are \ made \ in \ accordance \ with \ The \ Association's \ Working \ with \ Intermediaries \ Regulations, \ and \ Third \ Party \ Interest \ in \ Players \ Regulations.$ 

#### SECTION X: GOVERNING BODY ENDORSEMENTS

Rules C159 to C161 apply to Participants in the Premier League, EFL and Tiers 1 to 2 of the Women's Football Pyramid.

**C159** All Participants must comply with the PBS or such other system as may be established by the Home Office in conjunction with The Association in force from time to time in respect of Overseas Players.

#### Guidance

Any person who wishes to work in the United Kingdom, and who does not have the legal right to seek employment in the United Kingdom, must abide by the UK's immigration rules. Through the PBS, all players without the relevant employment rights but wishing to work in the UK have to meet a quality benchmark and points bar that indicates their high level of ability. The PBS sets out the obligations for Clubs and Overseas Players.

**C160** An Overseas Player can register for a Club, but is not permitted to play any football or undertake any employment duties for the Club (including participation in training and in friendly matches) until the Overseas Player has:

C160.1 obtained a GBE:

C160.2 been assigned a Certificate of Sponsorship; and

C160.3 obtained an International Sportsperson visa pursuant to the PBS or such other system as may be established by the Home Office in conjunction with The Association in force from time to time.

C161 Clubs must not allow an Overseas Player to play any football or undertake any employment duties for the Club (including participation in training and in friendly matches) until the requirements set out in Rule C160 have been fulfilled in respect of the Overseas Player.

## D. INTERNATIONAL AND OTHER REPRESENTATIVE MATCHES AND CALL-UPS

## INTERNATIONAL MATCHES

- D1 A Player selected for an international or other representative team, tour, squad or other call- up arranged by The Association shall attend at the time and place notified to the Player and comply with the arrangements of The Association in every respect, save where there is good and sufficient cause not to do so.
- D2 A Club shall do all things necessary to ensure that a Player referred to in Rule D1 above complies with the arrangements of The Association.
- D3 Illness or injury shall constitute good and sufficient cause for the purposes of Rule D1 above by where The Association is satisfied, following receipt of medical evidence, that such illness or injury is of sufficient seriousness. The Player shall, in any event, submit to assessment by a medical adviser appointed by The Association.

#### INTER-AFFILIATED ASSOCIATION MATCHES

D4 In inter-Affiliated Association Matches, a Player must be a bona fide member of a Club in membership of the

Association for which the Player plays, but a Player shall always be eligible to play for the County Association of birth. A Player shall not be eligible to play for more than one Affiliated Association in the same season in Inter-Affiliated Competition matches.

# E. MISCONDUCT

Save for where otherwise set out in these Rules, procedural matters concerning Misconduct shall be dealt with in accordance with The Association's Disciplinary Regulations.

- E1 The Association may act against a Participant in respect of any Misconduct, which is defined as being a breach of the following:
  - E1.1 the Laws of the Game;
  - E1.2 the Rules and regulations of The Association and in particular Rules E3 to E28 below;
  - E1.3 the statutes and regulations of UEFA;
  - E1.4 the statutes and regulations of FIFA;
  - E1.5 the rules or regulations of an Affiliated Association or Competition; and
  - **E1.6** an order, requirement, direction or instruction of The Association.
- E2 The same facts or matters may constitute a breach of more than one rule, regulation, statute or law referred to above, The Association may bring a charge or such charges as it sees fit.

#### **GENERAL BEHAVIOUR**

- E3. A Participant shall at all times act in the best interests of the game and shall not act in any manner which is improper or brings the game into disrepute or use any one, or a combination of, violent conduct, serious foul play, threatening, abusive, indecent or insulting words or behaviour.
  - E3.2 A breach of Rule E3.1 is an "Aggravated Breach" where it includes a reference, whether express or implied, to any one or more of the following: ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability.
  - E3.3 Where an Aggravated Breach of Rule E3.1 is committed in youth football by a Player aged under 12, no disciplinary charge will be brought. In such cases, the Player will be subject to an education programme, the details of which will be provided to the Player by The Association.
  - E3.4 Where two or more Participants from a Club commit any Aggravated Breach of Rule E3.1 in any twelve month period, regardless of whether any such breach falls within sub-paragraph E3.4, the Club itself will be liable to a sanction imposed by a Regulatory Commission.

#### DISCRIMINATION

E4 A Participant shall not carry out any act of victimisation as defined in the Equality Act 2010, or any act of discrimination by reason of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation, disability, age, pregnancy, maternity, marital status or civil partnership, unless otherwise permitted by law and The Rules or regulations of The Association.

#### INTEGRITY MATTERS IN RELATION TO MATCHES AND COMPETITIONS

- E5. E5.1 A Participant shall not, directly or indirectly, seek to influence for an improper purpose the result, progress, conduct or any other aspect of, or occurrence in or in connection with, a football match or competition.
  - **E5.2** A Participant shall not, directly or indirectly, offer, agree to give, give, solicit, agree to accept or accept any bribe, gift or reward or consideration of any nature which is or could appear to be related in any way to:
    - E5.2.1 that Participant, or any other Participant, failing to perform to the best of their ability; or
    - E5.2.2 that Participant or any other person (whether a Participant or not), directly or indirectly, seeking to influence for an improper purpose, the result, progress, conduct or any other aspect of, or occurrence in or in connection with, a football match or competition.
- **E6** A Participant shall immediately report to The Association any offer, incidents, facts or matters which are or could appear to be contrary to Rule E5 above,

The terms 'football match' and 'competition' as used in Rule E5 include:

- **E6.1** any Match or Competition (as appropriate); and
- **E6.2** any other football match or competition not within those definitions, including but not limited to any football match or competition sanctioned by UEFA, or FIFA, or by any other association, federation or governing body.

## **TICKETS**

- **E7** A Participant shall not:
  - E7.1 Sell a ticket for any football match; or
  - **E7.2** Otherwise dispose of such a ticket to another person or entity,

unless he is authorised to do so in writing by the organisers of the match.

## **BETTING**

E8 References to "Participant" in Rule E8 shall be construed in accordance with the following:

Rule E8.4 applies to any Match Official, Match Official coach or Match Official observer operating at Level 4 or below, and any other person who is a Participant by virtue only of their involvement at a Club below Step 4 in the National League System, or at a Club at Steps 3-7 inclusive of the Women's Football Pyramid. Such Participants are not subject to Rule E8.1, E8.2 and E8.3.

All other Participants are subject to Rule E8.1, E8.2 and E8.3 and are not subject to Rule E8.4.

All Participants are subject to Rule E8.5.

- **E8.1** A Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet on -
  - E8.1.1 the result, progress, conduct or any other aspect of, or occurrence in or in connection with, a football match or competition; or
  - E8.1.2 any other matter concerning or related to football anywhere in the world, including, for example and without limitation, the transfer of players, employment of managers, team selection or disciplinary matters.
- **E8.2** Where a Participant provides to any other person any information relating to football which the

Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time, the Participant shall be in breach of this Rule where any of that information is used by that other person for, or in relation to, betting.

- E8.3 It shall be a defence to a charge brought pursuant to sub-paragraph E8.2 if a Participant can establish, on the balance of probability, that the Participant provided any such information in circumstances where he did not know, and could not reasonably have known, that the information provided would be used by the other person for or in relation to betting.
- **E8.4** A Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet on
  - E8.4.1 the result, progress, conduct or any other aspect of, or occurrence in or in connection with, a football match or competition:
    - (a) in which the Participant is participating, or has participated in that season; or
    - (b) in which the Participant has any influence, either direct or indirect; or
  - E8.4.2 any other matter concerning or related to any Club participating in any league Competition, as defined in Rule A2, that the Participant is participating in or has participated in during that season, including, for example and without limitation, the transfer of players, employment of managers, team selection or disciplinary matters.

For these purposes, without limitation to the application of this Rule to other circumstances, all Employees and Officials of a Club are deemed to participate in every football match played by that Club while they are so employed or acting as a Club Official; all Players registered with a Club are deemed to participate in every football match played by that Club while they are so registered.

- E8.4.3 Notwithstanding the provisions of sub-paragraph E8.4.1 and E8.4.2 a Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet, on the result, progress, conduct or any other aspect of, or occurrence in, any football match played at under 18 level or below.
- E8.4.4 A Participant shall not use any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time for or in relation to betting.
- E8.4.5 Where a Participant provides to any other person any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time, the Participant shall be in breach of this Rule where any of that information is used by that other person for or in relation to betting.
- E8.4.6 It shall be a defence to a charge brought pursuant to sub-paragraph E8.4.5 if a Participant can establish, on the balance of probability, that the Participant provided any such information in circumstances where he did not know, and could not reasonably have known, that the information provided would be used by the other person for or in relation to betting.
- **E8.5** An individual Participant, when acting in a personal capacity, shall not be permitted to advertise or promote any betting activity that the Participant is prohibited from engaging in by Rule E8.1, E8.2 or E8.4.
- **E8.6** An individual Participant, when acting in any capacity, shall not deliberately participate in the production of audio, or audio visual content (for publication on any platform whatsoever) where the conduct and/or words of the Participant could reasonably be considered to be actively encouraging the engagement in betting activity which the Participant is prohibited from engaging in by Rule E8.1,

E8.2 or E8.4.

E8.7 A Club shall not instruct, compel, permit, cause, or enable any Participant to be in breach of Rule E8.6.

## ATTEMPTS AND AGREEMENTS TO BREACH

E9 An attempt by a Participant or any agreement with any other person (whether or not a Participant) to act in breach of any provision contained in these Rules shall be treated for the purposes of these Rules as if a breach of the relevant provisions had been committed.

# **COMPLIANCE WITH DECISIONS, INCLUDING SUSPENSIONS**

- **E10** Each Participant shall comply with a decision made pursuant to the Rules and regulations of The Association.
- **E11** A Participant shall not participate in any activity with another Participant suspended from carrying out such activity.
- **E12** A Club shall do all things necessary to ensure that a Player associated with it complies with a penalty or order imposed pursuant to the Rules and regulations of The Association.
- **E13** An Affiliated Association, Competition, or Club shall not appoint to any position, or allow to continue in such position, any individual who has been suspended from holding such position.

## REPORTING MISCONDUCT

- **E14** A Participant shall immediately report to The Association any incident, facts or matters which may constitute Misconduct. This shall include (but not be limited to) any incident, facts or matters which may:
  - E14.1 Constitute a potential or actual breach of The Association's Safeguarding Children Regulations and/or Adults at Risk Regulations; or
  - E14.2 Relate to an approach made to a Participant by any person, whether or not that person is a Participant, in relation to betting on football contrary to FA Rules.

For the purposes of this Rule, a report to an Affiliated Association shall constitute a report to The Association.

 $\textbf{E15} \qquad \text{A report to The Association of any incidents, facts or matters shall not be made for vexatious or frivolous reasons.}$ 

# **INTERIM SUSPENSION ORDERS**

The provisions below are without prejudice to any powers of The Association to order interim suspensions, or other interim measures, in accordance with any regulations in force from time to time.

E16

# Suspension before charge

- E16.1 Prior to a charge being brought, a Regulatory Commission shall have the power to issue an Interim Suspension Order in relation to a Participant associated with a Club in the Premier League, the EFL, The National League, Isthmian League, Northern Premier League, Southern League or The FA Women's Super League for such period and on such terms and conditions as the Regulatory Commission considers fit where:
  - E16.1.1 the Participant is under investigation for an alleged breach of, or an attempt or agreement to breach, FA Rule E5 and / or E8, or of rules or regulations of the Premier League, the EFL, The National League, Isthmian League, Northern Premier League or Southern League, UEFA or

- FIFA, or any alleged criminal offence which may involve such an alleged breach or attempt or agreement to breach, and has not been charged by The Association or other relevant authority; and
- E16.1.2 The Association, The Professional Footballer's Association (in the case of a Player who is a PFA member), and the relevant league have each agreed to an application being made to the Regulatory Commission for an Interim Suspension Order.
- **E16.2** An application made for an Interim Suspension Order pursuant to Rule E16.1 shall proceed in accordance with the Interim Suspension Order Regulations.

#### Grounds

- E16.3 A Regulatory Commission may only issue an Interim Suspension Order pursuant to sub-paragraph E16.1 where it is satisfied that the serious nature and / or factual circumstances of the allegation(s) under investigation are such that the Participant's continued participation in football presents a real risk that either:
  - E16.3.1 the integrity of football would be affected; and / or
  - E16.3.2 the public's confidence in the integrity of football would be affected;

to such an extent that either or both of these factors outweigh(s) the Participant's interest in continued participation in football.

# Suspension after charge

- E16.4 The Association, acting by the Chief Regulatory Officer or his or her nominee, shall have the power to issue an Interim Suspension Order in relation to a Participant associated with a Club in the Premier League, the EFL or The National League, Isthmian League, Northern Premier League, Southern League or The FA Women's Super League for such period and on such terms and conditions as The Association considers fit where:
  - E16.4.1 The Participant has been charged by The Association, the Premier League, the EFL, National League, UEFA or FIFA in relation to any alleged act of Misconduct, or with any criminal offence: and
  - E16.4.2 The Association, the Professional Footballers' Association (in the case of a Player who is a PFA member), and the relevant league have each agreed to the Interim Suspension Order.

#### Periodic review

- **E16.5** A Participant subject to an Interim Suspension Order imposed pursuant to either Rule E16.1 or E16.4 shall be entitled to have the Order reviewed by a Regulatory Commission. Such review shall proceed in accordance with the Interim Suspension Order Regulations.
- **E17** An Interim Suspension Order shall not last beyond the date upon which the related investigation or charge(s) of Misconduct or criminal offence or other disciplinary proceedings is / are decided or brought to an end.
- **E18** Notification of any Interim Suspension Order issued shall be given as soon as reasonably practicable to the individual concerned and/or the Club with which the individual is associated.

### ATTENDANCE AT AND PARTICIPATION IN MATCHES

**E19** An individual may take part in or attend at a Match only on condition that such individual observes the Rules, and each Affiliated Association, Competition and Club is required to observe and enforce such Rules.

## Conduct of participants at matches

- **E20** Each Affiliated Association, Competition and Club shall be responsible for ensuring that its Directors, players, officials, employees, servants and representatives, attending any Match do not:
  - **E20.1** behave in a way which is improper, offensive, violent, threatening, abusive, indecent, insulting or provocative;
  - **E20.2** conduct themselves in a manner prohibited by E20.1 in circumstances where that conduct is discriminatory in that it includes a reference, whether express or implied, to any one or more of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability.

### Supporter behaviour

- **E21** A Club must ensure that spectators and/or its supporters (and anyone purporting to be its supporters or followers) conduct themselves in an orderly fashion whilst attending any Match and do not:
  - **E21.1** use words or otherwise behave in a way which is improper, offensive, violent, threatening, abusive, indecent, insulting or provocative;
  - E21.2 throw missiles or other potentially harmful or dangerous objects at or on to the pitch;
  - E21.3 encroach on to the pitch or commit any form of pitch incursion;
  - **E21.4** conduct themselves in a manner prohibited by paragraph E21.1 in circumstances where that conduct is discriminatory in that it includes a reference, whether express or implied, to one or more of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability.
  - E21.5 it shall be a defence to a Charge in relation to Rules E21.1 to E21.3 (only) if a Club can show that all events, incidents or occurrences complained of were the result of circumstances over which it had no control, or for reasons of crowd safety, and that its responsible officers or agents had used all due diligence to ensure that its said responsibility was discharged. However, when considering whether this defence is made out a Regulatory Commission will have regard to all relevant factors including:
    - The extent to which the Club has discharged its duty;
    - The severity of the issues involved;
    - The extent to which similar issues have occurred previously in which case whether the Club took sufficient action in preventing further such incidences.
  - **E21.6** For the avoidance of doubt Rule E21 shall apply to the conduct of both a Club's home and/or away supporters.
- **E22** Any individual referred to in Rule E20 above may be removed from any ground, and such force used as may be necessary for the purpose of effecting such removal.
- **E23** Each Club is expected to provide a private way from the playing area to dressing room wherever this is practicable.
- **E24** Each Club shall have bills printed and posted in their grounds, threatening with expulsion anyone responsible for any insulting or improper conduct towards a Match Official.

#### **ANTI-DOPING**

**E25** A Participant shall comply with the provisions of any anti-doping regulations and any social drugs regulations of The Association from time to time in force.

#### SUSPENSION FOR SERIOUS CRIMINAL OFFENCES

**E26** The Board shall have the power to order that a Participant be suspended from all or any specific football activity for such period and on such terms and conditions as it considers fit where the Participant has been convicted of a criminal offence and where the Board considers there to be a risk of physical harm to another Participant or Participants through the convicted Participant's continuing participation in the game.

# F. POWERS OF INQUIRY

## **POWERS OF INQUIRY OF THE ASSOCIATION**

- F1 The Association shall have the power to monitor the compliance by each Participant with the Rules, the Laws of the Game, the statutes and regulations of FIFA and UEFA and the rules and regulations of each Affiliated Association and Competition to which a Participant is subject and/or inquire into any incident, facts or matters which may constitute misconduct under these Rules. It is for The Association to determine in its absolute discretion the manner in which it conducts an inquiry.
- **F2** In carrying out its functions under Rule F1, The Association shall have the power to require of any Participant upon reasonable notice:
  - **F2.1** his or her attendance to answer questions and provide information at a time and place determined by The Association; and
  - **F2.2** the provision to The Association of documents, information or any other material of any nature held by the Participant; and
  - **F2.3** the procurement and provision to The Association of documents, information or any other material of any nature not held by the Participant but which the Participant has the power to obtain.

It is for The Association to determine the nature and extent of any material required for disclosure in accordance with F2.2 or F2.3.

Where a Participant is interviewed by The Association pursuant to sub-paragraph F2.1 above, such interview may be recorded by any method determined by The Association in its absolute discretion to be appropriate, including tape-recording.

A copy of any such recording shall be provided to the Participant as soon as practicable after the interview.

- F3 Any failure by a Participant to comply with any requirement under Rule F2 may constitute Misconduct under the Rules and The Association may bring a charge or such charges as it sees fit.
- **F4** Each Affiliated Association, Competition, or Club shall ensure the compliance by its officials, directors, players, representatives or servants with a requirement to answer questions and provide information and/or produce any one or a combination of documents, information or other material in whatever form held.
- F5 In carrying out its functions under Rule F1, The Association may request any person who is not a Participant to assist it by producing any one or a combination of documents, information or other material in whatever form held and/or answering questions and providing information.
- **F6** The powers of The Association, as set out in Rules F1 to F5 above, shall be exercised on the authority of the Board as it sees fit.

- F7 The Association may share information that it holds about any Participant with a public body (including, but not limited to, UK Anti-Doping, WADA and the Gambling Commission) sports governing body or competition organiser (including, but not limited to, UEFA and FIFA), where The Association reasonably considers such sharing is necessary in order to -
  - F7.1 carry out its functions under Rule F1; and / or
  - F7.2 protect the integrity of football or sport generally.

The Association will ensure that any sharing of information is carried out in accordance with data protection law.

- F8 Save in respect of any matter to be dealt with under Rules F1 to F5 above, a commission of inquiry may be appointed by the chairman of the Football Regulatory Authority from time to time (or, in his or her absence, the deputy chairman of the Football Regulatory Authority) as it sees fit and may consist of such persons and have such terms of reference as are considered appropriate. The terms of reference of the commission of inquiry may be published at the time of its appointment. The terms of reference may relate to any matter connected with the affairs of The Association.
- **F9** A commission of inquiry may adopt such procedures as it considers appropriate; and shall have the same powers as set out under Rules F2, 4 and 5 above.
- **F10** A commission of inquiry shall present a report to the chairman of the Football Regulatory Authority (or, in his or her absence, the deputy chairman of the Football Regulatory Authority).

The chairman of the Football Regulatory Authority from time to time (or, in his or her absence, the deputy chairman of the Football Regulatory Authority) may publish a report in any way considered appropriate, subject to law or statute, and taking into account matters of confidentiality and/or commercial sensitivity.

# **G. DISCIPLINARY POWERS**

## **JURISDICTIONAL ARRANGEMENTS**

- **G1** Misconduct under Rule E1.1 shall be dealt with by The Association, or an Affiliated Association on its behalf, notwithstanding that the alleged breach may constitute Misconduct under the rules and regulations of an Affiliated Association or Competition.
- **G2** The Association shall have the power to take disciplinary action in all cases where facts or matters give rise to alleged Misconduct under Rule E1.2 to E1.6 inclusive and these powers of The Association shall be exercised on the authority of the Board as it sees fit.
- **G3** Facts or matters giving rise to alleged Misconduct under Rule E1.2 to E1.6 inclusive, which also give rise to an alleged breach of the rules and/or regulations of:
  - **G3.1** the Premier League or the EFL, may be dealt with by The Association under the Rules and regulations of The Association, unless The Association and either the Premier League or the EFL as appropriate, agree that either league shall act; or
  - G3.2 a Competition other than those referred to at Rule G3.1 above, shall be dealt with by the Competition having jurisdiction under its rules and regulations, unless The Association and/or an Affiliated Association acts. A Competition shall not act before The Association or Affiliated Association acts.
- G4 The power to impose a penalty or other order for Misconduct shall be exercised on the authority of the Board as it sees fit. The power to impose an interim or provisional suspension order where possible Misconduct is alleged or under investigation shall be exercised on the authority of the Board as it sees fit.

# H. APPEALS TO AN APPEAL BOARD

- H1 There shall be a right of appeal to an Appeal Board under the Rules and regulations of The Association only where the Rules and regulations of The Association expressly provide for such an appeal or in any other case where The Association, acting by the Chief Executive Officer (or his or her nominee), agrees to an appeal taking place.
- H2 There shall be no right of appeal to an Appeal Board under the Rules and regulations of The Association where an appeal has been heard by the Premier League, or the EFL, or an Affiliated Association in respect of a decision of a Competition, or in respect of decisions arising out of competitions of Affiliated Associations where the rules and regulations provide that such decisions are final.
- H3 An Appeal may be made only by:
  - H3.1 the person or body who is the subject of the original decision appealed against;
  - H3.2 The Association; or
  - H3.3 in respect of certain decisions made under and prescribed by the Anti-Doping Regulations, FIFA, WADA, or the NADO.
- H4 An appeal shall be dealt with under the relevant regulations of The Association from time to time in force.

## I. FINANCIAL RECORDS

## I1 I1.1 Records to be Kept

An Affiliated Association, Competition or Club shall keep accounting records for recording the fact and nature of all payments and receipts so as to disclose with reasonable accuracy, at any time, the financial position including the assets and liabilities of the Affiliated Association, Competition or Club.

## 11.2 Records to be Retained

An Affiliated Association, Competition or Club must retain accounting records for six years.

## 11.3 Corporate Bodies and Charitable Bodies – Accounts

An Affiliated Association, Competition or Club which is formed and registered under the 2006 Act, the Cooperative and Community Benefit Societies Act 2014 or is registered as a charity or charitable incorporated organisation with the Charity Commission shall, on demand, forward to The Association a copy of its annual accounts most recently approved by its board of directors. Such accounts must be prepared and reported on in accordance with any legal and any other applicable regulatory requirements.

An affiliated Association, Competition or Club is required to file a set of annual accounts with any applicable Regulator (e.g the Registrar of Companies) within the period available for delivering such accounts in accordance with any applicable legal and regulatory requirements.

If the Affiliated Association, Competition or Club is a Subsidiary Undertaking, then the annual accounts of any Group of which it is a member most recently approved by its board of directors shall also on demand be forwarded to The Association.

### 11.4 Unincorporated Bodies - Financial Statements

An Affiliated Association, Competition or Club which does not prepare annual accounts in accordance with Rule I1.3 or Rule I1.5 shall prepare annual accounts that must:

- I1.4.1 include a profit and loss account and balance sheet;
- I1.4.2 be forwarded to The Association on demand;
- I1.4.3 be prepared within nine months of the accounting period end of the Affiliated Association, Competition or Club; and
- $11.4.4 \qquad \text{be prepared, approved and reported on in accordance with the constitution of the Affiliated} \\ \text{Association, Competition or Club and any applicable regulatory or legal requirements.}$

## 11.5 Bodies Required to Prepare only a Receipts and Payments Statement

An Affiliated Association, Competition or Club that is not a member of the Premier League, the EFL, The National League, the Isthmian League, the Northern Premier League or the Southern League and is not a Full Member or Associate Member of The Association and does not own gross assets exceeding ten thousand pounds, and is not required to prepare accounts under the provisions of Rules I1.3 or I1.4 must as a minimum prepare an annual Receipts and Payments Statement in a formacceptable to The Association.

Such a Receipts and Payments Statement must be prepared within nine months of the accounting period end of the Affiliated Association, Competition or Club and must be approved by its executive committee.

A copy of any Receipts and Payments Statement shall, on demand, be forwarded to The Association or relevant Affiliated Association.

# 11.6 Errors and Omissions to be Reported

Any material errors or omissions in the accounting records of an Affiliated Association, Competition or Club must be reported by such body to The Association or, in the case of a Competition not sanctioned by The Association, or a Club not being a Full Member Club nor an Associate Member Club, to the relevant Affiliated Association.

## 11.7 Documentation of Loans Made to a Club

All loans extended to a Club should be documented. Copies of the documentation should be retained by the Club. The loan document should include the following information:

- 11.7.1 the value of the loan:
- I1.7.2 the length of the loan;
- 11.7.2 the interest rate charged, and whether this is fixed or variable;
- I1.7.3 repayment terms;
- 11.7.5 the full names of the individual or corporate body extending the loan; and
- I1.7.6 the terms in the event of a default on the loan, and the document should be signed by two Club Officials or Management Committee Members who are independent of the party extending the loan

## 11.8 Gate Records to be Kept by Clubs

When a Club charges for admission to a match, it is necessary for that Club to have a system that enables them to:

- 11.8.1 record the full gate receipts for each Match;
- 11.8.2 account for the full gate receipts in the Club's accounting records and bank account; and
- 11.8.3 accurately record the number of entrants into the ground for each Match. The Club should retain documentation supporting this system for six years.

#### **PROVISIONS RELATING TO CLUBS**

#### 12 12.1 Form of Clubs

A Club must not be a sole trader and must have Articles of Association, rules or other form of written constitution in a form acceptable to The Association that as a minimum is capable of complying with the following provisions.

#### 12.2 General Provisions

A Club shall include the following provisions in its Articles of Association (where a corporate body) or Club rules (where an unincorporated association):

- 12.2.1 "The members and the directors of the company shall so exercise their rights, powers and duties and shall where appropriate use their best endeavours to ensure that others conduct themselves so that the business and affairs of the company are carried out in accordance with the Rules and regulations of The Football Association Limited for the time being in force.
- 12.2.2 No proposed alteration to the provisions set out herein shall be effective unless the proposed alteration has been approved in writing by The Football Association Limited 14 days or more before the day on which the alteration is proposed to take place.
- 12.2.3 The office of (a/an Director/Officer or Official) shall be vacated if such person is subject to a decision of The Football Association Limited that such person be suspended from holding office or from taking part in any football activity relating to the administration or management of a football club."

## 12.3 Club Companies – Winding Up Provisions

A Club which is incorporated under the 2006 Act shall have the following provisions in its Articles of Association:

"On the winding-up of the Company the surplus assets shall be applied, first, in repaying the Members the amount paid on their shares respectively. If such assets are insufficient to repay the said amount in full, they shall be applied rateably, so that the loss shall fall upon the Members in proportion to the amount called up on their shares respectively. No Member shall be entitled to have any call upon other Members for the purpose of adjusting the Members' rights; but where any call has been made and has been paid by some of the Members such call be enforced against the remaining Members for the purpose of adjusting the rights of the Members between themselves.

If the surplus assets shall be more than sufficient to pay to the Members the whole amount paid upon their shares, the balance shall be given by the Members of the Club, at or before the time of dissolution as they shall direct, to The Football Association Benevolent Fund, or to some Club or Institute in the [here insert the name of the appropriate city or county] having objects similar to those set out in the Memorandum of Association or to any local charity, or charitable or benevolent institution situate within the said [here insert the name of the appropriate city or county].

In default of any such decision or apportionment by the Members of the Club, the same to be decided upon and apportioned by a Judge of the High Court of Justice having jurisdiction in such winding-up or dissolution and as he shall determine.

Alternatively such balance may be disposed of in such other manner as the Members of the Club may, with the written consent of The Football Association Limited. determine."

Where a Club is registered as a Community Interest Company under the 2006 Act or as a registered society under the Cooperative and Community Benefit Societies Act 2014, it shall include all of the above provisions in its Articles of Association or rules. Should these provisions not be acceptable to the relevant Regulator, any proposed variation from the above provisions must receive prior written approval from The Association. The Association will consider any such variations on a case by case basis.

### 12.4 Unincorporated Clubs – Winding Up Procedures

A Club which is an unincorporated association shall have the following provisions in its Rules:

"Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be transferred to another Club, Competition, Parent Association or The Association for use by them for related community sports".

## 12.5 Notifiable Changes

A Club shall not alter its constitution or make a material change to its financial structure without prior notification to The Association or if not a Full or Associate Member Club then the Parent Association of the Club. Any new entity shall be deemed, for the purposes of playing status in a Competition, to be a new Club.

For the purposes of this Rule, an alteration in constitution or material change in financial structure shall include such as winding-up of a Club, incorporation of an unincorporated Club, an agreement by which all the assets and goodwill of the Club are sold or transferred, entry into compulsory or voluntary liquidation, the convening of a meeting of creditors or the appointment of a receiver, administrative receiver, manager or administrator or if the Club ceases for any reason to carry on business or becomes a Parent Undertaking or Subsidiary Undertaking.

### **CLUB BANK ACCOUNTS**

Each Club must submit to The Association an authority signed by two directors (or two authorised signatories where the Club is not a limited company) in respect of a specified bank account, to be registered with a Financial Institution in the name of and controlled by the Club, from which The Association shall receive, and into which The Association shall pay, monies in accordance with and subject to these Rules.

If the Club has assigned its entitlement to such monies or any part of them, payment will be made by The Association as directed in the assignment. For the avoidance of doubt such assignment will only be permitted if it is in accordance with The FA Third Party Interest Regulations, in particular Regulation B relating to Permitted Club Agreements (as defined under those Regulations).

# J. RULES, REGULATIONS AND LAWS OF THE GAME

## J1 J1.1 Alterations to Rules

Subject to any procedural provisions as set out in the Articles, The Association may make alterations to these Rules as and when considered necessary, so as to conform to any alterations to the Memorandum of Association of The Association or the Articles.

# J1.2 Forms

The Association shall settle the forms required by these Rules from time to time.

# J1.3 Rules and Regulations

- J1.3.1 The Association shall have the power to make or alter such regulations as are deemed necessary to provide for matters arising from or to implement these Rules in so far as any such regulation is not in conflict with any Rule.
- J1.3.2 Affiliated Associations and Clubs in membership with The Association and/or an Affiliated Association, as well as all other Participants, shall be deemed to have knowledge of and be bound by the said Rule or regulation if the same shall have been published by The Association, the production of which shall constitute at all times undisputed proof of the validity of such Rule or regulation.

## J1.4 Regulations Concerning Cup Competitions and Match Officials

The Association is authorised to make such regulations with reference to "Cup Competitions" and Match Officials, as it may deem expedient.

## J1.5 Laws of the Game

The Laws of the Game as amended at a meeting of the International Football Association Board in each calendar year shall come into force on such a date as is directed by the International Football Association Board.

### J1.6 Owners and Directors

A Participant shall comply with the provisions of any regulations relating to "Owners and Directors" as shall be in force from time to time as determined by The Association.

### J1.7 Safeguarding Children

A Participant shall abide by any regulations for safeguarding children as determined by The Association from time to time.

#### ADVERTISING ON PLAYER'S CLOTHING

J2 Advertising on Player's wearing apparel is permitted providing such advertising complies with relevant regulations as determined by The Association from time to time in force.

#### MIXED FOOTBALL

J3 Players in a Match must be of the same gender save for matches in a playing season in the age groups Under 7 to Under 18 inclusive (as defined in the Player Status Rules).

## K. ARBITRATION

#### AGREEMENT TO ARBITRATION

- K1.1 Subject to Rule K1.2, K1.3 and K1.4 below, any dispute or difference between any two or more Participants (which shall include, for the purposes of this section of the Rules, The Association) including but not limited to a dispute arising out of or in connection with (including any question regarding the existence or validity of):
  - K1.1.1 the Rules and regulations of The Association which are in force from time to time;
  - K1.1.2 the rules and regulations of an Affiliated Association or Competition which are in force from time to time:
  - K1.1.3 the statutes and regulations of FIFA and UEFA which are in force from time to time; or
  - K1.1.4 the Laws of the Game,

shall be referred to and finally resolved by arbitration under these Rules.

K1.2 No arbitration shall be commenced under these Rules unless and until the party or parties wishing to commence an arbitration under these Rules (the "Claimant(s)") has exhausted all applicable rights of appeal pursuant to the Rules and regulations of The Association.

- **K1.3** Rule K1.1 shall not apply to any dispute or difference which falls to be resolved pursuant to any rules from time to time in force of any Affiliated Association or Competition.
- K1.4 Rule K1.1 shall not operate to provide an appeal against the decision of a Regulatory Commission or an Appeal Board under the Rules and shall operate only as the forum and procedure for a challenge to the validity of such decision under English law on the grounds of ultra vires (including error of law), irrationality or procedural unfairness, with the Tribunal exercising a supervisory jurisdiction.
- K1.5 The parties agree that the powers of the court under Sections 44, 45 and 69 of the Arbitration Act 1996 are excluded and shall not apply to any arbitration commenced under these Rules.

#### COMMENCEMENT OF ARBITRATION

- K2.1 In order to commence an arbitration under these Rules the Claimant(s) shall serve on the other party or parties to the dispute (the "Respondent(s)") a written notice of arbitration (the "Notice of Arbitration") which shall set out:
  - K2.1.1 the names and addresses of the parties to the arbitration;
  - K2.1.2 a brief statement describing the nature and circumstances of the dispute and specifying the relief claimed;
  - K2.1.3 any proposals in relation to the procedures for the arbitration including any proposed variation of the Standard Directions set out under Rule K4.2 below; and either
  - K2.1.4 a proposal that a single arbitrator be appointed; or
  - K2.1.5 the name and address of the Claimant(s)'s appointed arbitrator (between them if more than one), who must have confirmed to the Claimant(s) his or her willingness and availability to accept the appointment.
  - K2.2 Within 14 days of service of the Notice of Arbitration, the Respondent(s) shall each serve on the Claimant(s) and any other Respondent(s) a response to the Notice of Arbitration (the "Response(s)") which shall set out:
    - K2.2.1 an admission or denial of all or part of the claims set out in the Notice of Arbitration;
    - K2.2.2 a brief statement of the nature and circumstances of the Respondent(s)'s denial, if any, and of the nature and circumstances of any counterclaim;
    - K2.2.3 a response to any proposals made by the Claimant in the Notice of Arbitration in relation to the procedures for the arbitration, together with any proposals that the Respondent(s) may have;
    - K2.2.4 a response to any proposal made by the Claimant that a single arbitrator be appointed, stating whether or not that proposal is agreed to;
    - K2.2.5 where either the Respondent does not agree to a proposal made by the Claimant that a single arbitrator be appointed, or where no such proposal is made, the name and address of the Respondent(s)'s appointment to act as appointed arbitrator (between them if more than one), who must have confirmed to the Respondent(s) his or her willingness and availability to accept the appointment.
  - K2.3 Where the Claimant(s) proposes that a single arbitrator be appointed in accordance with Rule K2.1.4 and this is not agreed to by the Respondent in the Response, the Claimant(s) shall have a further 7 (seven) days from receipt of the Response to notify the Respondent in writing of the name and address of the Claimant(s)'s appointed arbitrator (agreed between them if more than one), who must have confirmed to the Claimant(s) his or her willingness and availability to accept the appointment.

- K2.4 Where the parties agree to the appointment of a sole arbitrator, the parties shall, within 14 days of service of the Response(s) agree the identity of the sole arbitrator. Where the parties cannot agree on the identity of the sole arbitrator within 14 days of service of the Response(s):
  - K2.4.1 in a dispute to which The Association is not a party, the Chairman of the FRA or his or her nominee shall appoint the sole arbitrator; or
  - K2.4.2 in a dispute to which The Association is a party, the President of the Chartered Institute of Arbitrators shall appoint the sole arbitrator.

## **THE TRIBUNAL**

- K3.1 In these Rules, "Tribunal" means the arbitrator or arbitrators appointed pursuant to these Rules to determine the dispute. Subject to the appointment of a single arbitrator under Rule K2, K3.3.1, K3.3.2 or K.3.4 below, the Tribunal shall consist of three arbitrators. Where the Tribunal comprises a sole arbitrator, the sole arbitrator shall undertake the duties of both the Tribunal and the chairman of the Tribunal.
  - **K3.2** The Claimant(s) and the Respondent(s) shall within 14 days of service of the Response(s) agree to the appointment of a third arbitrator who shall act as chairman of the Tribunal.
  - K3.3 Where:
    - K3.3.1 in a dispute to which The Association is not a party, any party fails to serve a Response under Rule K2.2 above within 14 days of service of the Notice of Arbitration, the Chairman of the FRA or his or her nominee shall appoint either a single arbitrator, where the Claimant(s) consents to this, or an arbitrator on behalf of the Respondent(s) and the chairman of the Tribunal. Such appointments will ordinarily be made within 14 days after the date upon which the Response(s) should have been served, but may be made later. A Respondent shall have no right to oppose such arbitrator(s) who shall be treated as if appointed (or agreed to in respect of the appointment of a single arbitrator or the chairman of the Tribunal) by the Respondent(s);
    - K3.3.2 in a dispute to which The Association is a party, any party fails to serve a Response under Rule K2.2 above within 14 days of service of the Notice of Arbitration, the Claimant shall forward a copy of the Notice of Arbitration to the President of the Chartered Institute of Arbitrators who shall appoint either a single arbitrator, where the Claimant consents to this, or an arbitrator on behalf of the Respondent(s) and the chairman of the Tribunal. Such appointments will ordinarily be made within 14 days after the date upon which the Response(s) should have been served, but may be made later. A Respondent shall have no right to oppose such arbitrator(s) who shall be treated as if appointed (or agreed to in respect of the appointment of a single arbitrator or the chairman of the Tribunal) by the Respondent(s); and
    - K3.3.3 the parties cannot agree on the appointment of a third arbitrator who shall act as chairman of the Tribunal under Rule K3.2 above:
      - (a) in a dispute in which The Association is not a party, the Chairman of the FRA or his or her nominee shall appoint the chairman of the Tribunal as appropriate; or
      - (b) in a dispute in which The Association is a party, the President of the Chartered Institute of Arbitrators shall appoint the chairman of the Tribunal as appropriate.
  - **K3.4** Each arbitrator must be, and remain, impartial and independent of all the parties to the arbitration at all times. Each arbitrator must be resident in England.
    - K3.4.1 Any arbitrator may be challenged if circumstances exist that give rise to justifiable doubts as to the arbitrator's impartiality or independence. A party who intends to challenge an arbitrator shall send to the other party or parties a notice of challenge setting out the reasons for its challenge within 14 days after notification of the appointment of the challenged arbitrator, or within 14 days from the date when the party making the challenge is informed of the facts and circumstances upon which the challenge is based if such date is subsequent

to the receipt of such notification. A copy of the notice shall be sent at the same time to the arbitrator who is challenged and the other members of the Tribunal and The Association or the President of the Chartered Institute of Arbitrators (in the event that either appointed the arbitrator challenged). The notification shall be in writing and shall state the reasons for the challenge.

- K3.4.2 If the other party or parties do(es) not agree to the challenge or the challenged arbitrator does not withdraw, the decision on the challenge will be made, in a dispute in which The Association is not a party, by the Chairman of the FRA or his or her nominee, or in a dispute in which The Association is a party, by the President of the Chartered Institute of Arbitrators. If the challenge is sustained, a replacement arbitrator shall be appointed pursuant to Rule K3.6.
- K3.5 In the event that the procedure for the appointment of any arbitrator fails, upon the application by any party or parties, the Chairman of the FRA or his or her nominee (in a dispute to which The Association is not a party) or, the President of the Chartered Institute of Arbitrators (in a dispute to which The Association is a party) shall make such appointments as are necessary.
- **K3.6** If, for any reason, an arbitrator becomes unable to act or refuses to act, a replacement shall be appointed in the same manner as the original appointment.

### **PROCEDURE**

- K4.1 The periods referred to in this Rule K4 shall be calculated from (as appropriate) the date on which the chairman of the Tribunal has been appointed or the date on which the sole arbitrator is appointed (referred to hereafter as the Tribunal having been "Fully Constituted").
  - **K4.2** Subject to Rule K4.3 below, the following Standard Directions shall apply to the conduct of an arbitration under these Rules:
    - K4.2.1 within 21 days, the Claimant(s) shall serve its (their) Points of Claim;
    - K4.2.2 within 42 days, the Respondent(s) shall serve its (their) Points of Defence;
    - K4.2.3 within 70 days, the parties shall exchange statements of the witnesses they will rely upon;
    - $\text{K4.2.4} \qquad \text{within 98 days, the parties shall exchange and serve on the Tribunal their written submissions;} \\ \text{and}$
    - K4.2.5 within 119 days, the hearing shall take place.
  - **K4.3** In the event that any or all of the parties wish to vary the Standard Directions, or wish for any other direction to be given (such as in relation to disclosure or expert evidence), then:
    - K4.3.1 the parties shall be free to agree to a variation of the Standard Directions, or for other directions to be given; or
    - K4.3.2 in the event that the parties cannot reach an agreement as to directions, either party may at any time apply in writing to the Tribunal for the directions to be varied, or for any other directions to be given.
  - K4.4 In varying the Standard Directions, or making other directions, the Tribunal shall exercise its powers with a view to obtaining a fair resolution of the dispute without unnecessary delay or expense, and shall make its directions as soon as reasonably practicable.
  - **K4.5** Unless otherwise agreed by the parties, the powers of the Tribunal under Rules K 4.3 and K 4.4 shall be carried out by the chairman of the Tribunal on his or her own.
  - **K4.6** The parties shall be entitled to agree all other procedural and evidential matters, failing which such matters shall be determined by the Tribunal. These matters may include (but are not limited to):

- K4.6.1 whether to apply strict rules of evidence or any other rules as to the admissibility, relevance or weight of any material tendered by a party on any matter of fact or expert opinion and to determine the true manner and form in which material should be exchanged between the parties and presented to the Tribunal; and
- K4.6.2 whether there should be a hearing or hearings before the Tribunal or whether the dispute should be determined on the basis of written submissions and documents alone.
- K4.7 In the event of default by either party in respect of any matter under these Rules or of any order or direction of the Tribunal (or of an Interim Tribunal under Rule K8.3 below), the Tribunal shall have the power, upon application by any party or of its own motion:
  - K4.7.1 to debar that party from further participation, in whole or in part, in the arbitration; and/or
  - K4.7.2 proceed with the arbitration and deliver its award; and/or
  - K4.7.3 make such other order as it sees fit.
- K4.8 Parties may be represented in an arbitration conducted under these Rules by a Solicitor or Barrister or any other individual of their choice.

#### THE TRIBUNAL'S GENERAL POWERS

- **K5** The Tribunal shall have power to:
  - **K5.1** determine any question of law or fact arising in the course of the arbitration;
  - K5.2 determine any question as to its own jurisdiction
  - K5.3 order a stay or adjournment of the arbitral proceedings, provided that it is just and equitable to do so;
  - **K5.4** summarily determine the claim, including having the power to grant summary award or strike-out if it is just and equitable to do so:
  - **K5.5** order the Claimant to provide security for costs of the arbitration;
  - **K5.6** allow either party upon such terms (as to costs and otherwise) as it shall think fit to amend any statement of case (including the Notice of Arbitration, Response, Points of Claim and Points of Defence);
  - **K5.7** give directions in relation to the preservation, custody, detention, disclosure, inspection or photographing of property owned by or in the possession of a party to the arbitration;
  - **K5.8** give directions as to the preservation of evidence in the custody or control of a party;
  - K5.9 direct that a witness be examined on oath;
  - **K5.10** require each party to give notice of identity of witnesses it intends to call;
  - K5.11 require exchange of witness statements and any experts' reports;
  - K5.12 appoint one or more experts to report to it on specific issues;
  - **K5.13** require a party to give any such expert any relevant information or to produce or provide access to any relevant document or property;
  - **K5.14** order that a transcript be taken of the proceedings;
  - K5.15 extend or abbreviate any time limits provided under Rule K or by the directions ordered by the Tribunal;
  - **K5.16** require the parties to attend such procedural meetings as it deems appropriate to identify or clarify the issues to be decided and the procedures to be adopted; and
  - K5.17 give such other lawful directions as it shall deem necessary to ensure the expeditious, economical, just

and final determination of the dispute.

#### **DUTIES OF THE PARTIES**

**K6** The parties shall do all things necessary for the proper and expeditious conduct of the arbitration and shall comply without delay with any directions of the Tribunal as to procedural or evidential matters.

### **REMEDIES**

- K7 The Tribunal shall have the power to:
  - K7.1 make a declaration as to any matter to be determined in the proceedings;
  - **K7.2** order the payment of a sum of money;
  - **K7.3** award simple or compound interest;
  - K7.4 order a party to do or refrain from doing anything;
  - K7.5 order specific performance of a contract (other than a contract relating to land); and
  - K7.6 order the rectification, setting aside or cancellation of a deed or other document.

# **INTERIM APPLICATIONS**

- K8. K8.1 Section 44 of The Arbitration Act 1996 shall not apply to the arbitrations commenced under this Rule K.
  - **K8.2** Following the Tribunal having been Fully Constituted, the parties shall make any application for interim relief to the Tribunal, which shall determine any such applications as it sees fit with the Tribunal exercising the powers provided under Rule K5 and Rule K7 above.
  - **K8.3** In the event that a party wishes to seek interim relief prior to the Tribunal being Fully Constituted, then that party shall be entitled to seek such relief in accordance with the following procedure:
    - (8.3.1 The party seeking interim relief (the "Applicant") shall serve its application on the other party and file its application (the "Application") with Sport Resolutions (UK), contact details for which can be obtained from the Disciplinary Department at The Association.
    - K8.3.2 Within 2 Business Days of being served with the Application, Sport Resolutions (UK) shall appoint a single arbitrator, who shall be a Barrister or Solicitor of seven or more years' standing, to hear the Application (the "Interim Tribunal");
    - K8.3.3 The Interim Tribunal shall decide all procedural and evidential matters and shall give directions within 2 Business Days of its appointment. The directions shall include without limitation:
      - (a) the extent to which there shall be oral or written evidence or submissions;
      - (b) whether to have an oral hearing to determine the Application, or whether to determine the Application on paper.
    - K8.3.4 In determining the Application the Interim Tribunal shall exercise the powers provided under Rule K5 and Rule K7 above.
    - K8.3.5 The Interim Tribunal's award shall be in writing and shall be provided to both parties and to the Tribunal.
    - K8.3.6 Subject to Rule K 8.3.7 below, the Applicant shall be responsible for the costs of the Interim Tribunal.
    - K8.3.7 The Interim Tribunal shall have the power but not the obligation to:

- make such order against one or more of the parties as it considers appropriate as to the costs of the Application, which shall include:
  - (i) the fees and expenses of the Interim Tribunal and any hearings;
  - the parties' legal and other costs in the Application, including administrative costs (if any); and,
  - (iii) the parties' legal and other costs incurred in any cost assessment or determination under Rule K8.3.9 below.
- (b) order that the costs of the Application be reserved to the Tribunal.
- K8.3.8 In appropriate cases the Interim Tribunal may award costs on an indemnity basis.
- K8.3.9 The Interim Tribunal shall have the power to assess or determine the costs of the Application (either summarily or upon detailed representations by the parties) if requested to do so by either partu.

#### PROVISIONAL AWARD

K9 The Tribunal shall have the power to make provisional awards during the proceedings including without limitation requiring a party to make an interim payment on account of the claim or the costs of the arbitration. Any such provisional award shall be taken into account when the final award is made.

### **AWARD**

- K10. The Tribunal shall make its award ("the Award") in writing and, unless all parties otherwise agree in writing, shall state the reasons for its decision. The Award shall be dated and signed by the Tribunal. Without prejudice to its obligations under Rule K11, the Tribunal shall inform The Association of its Award and provide The Association with a copy of any written decision.
  - K10.2 Subject to the provisions of sections 67 and 68 of the Arbitration Act 1996, the Award shall be final and binding on the parties from the date that it is made, who shall be deemed to have waived irrevocably any right to appeal, review or recourse to a court of law, arbitral body or any other body of any nature.
  - K10.3 Where there were three arbitrators and the Tribunal fails to agree on any issue, the arbitrators shall decide that issue by a majority. Failing a majority decision on any issue, the chairman of the Tribunal shall decide that issue.

## CONFIDENTIALITY

- **K11.1** The parties shall preserve and respect the confidentiality of the arbitration proceedings, including the issues in the dispute and the evidence and arguments presented by the parties.
  - K11.2 Subject to Rules K11.3 to K11.5, no disclosure shall be made to any third party of the existence of the proceedings, the contents of any documents or other evidence produced in the arbitration or any procedural decision of the Tribunal or its Award, or any part of them save and to the extent that the disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce an award, except with the prior written agreement of the parties to the arbitration.
  - K11.3 Where The Association is party to an arbitration, unless otherwise agreed between the parties the Award shall be made public, subject to appropriate redaction to protect third party confidentiality.

- K11.4 Where the Association is not a party to an arbitration, a copy of any Award, interim award or other award or decision (whether provisional or otherwise) of a Tribunal, single arbitrator or Interim Tribunal must be provided to The Association within 24 hours of it having been made by any parties to the proceedings. Where The Association considers, in its absolute discretion, that the terms of any such Award, interim award or other award or decision are of general importance to Participants, The Association may, subject to appropriate redaction to protect confidentiality, produce (in such a manner and to such Participants as it considers appropriate) a summary of it.
- K11.5 In such cases, The Association shall provide the summary to the chairman of the Tribunal, or Interim Tribunal, or single arbitrator (as applicable) and shall provide them with a reasonable opportunity to provide comment prior to publication. However, the final content and timing of any publication shall be at the sole discretion of The Association.

# **COSTS**

- **K12.** The Tribunal shall have the power but not the obligation to make such order against one or more of the parties as it considers appropriate as to the costs of the arbitration, which shall include:
  - K12.1.1 the fees and expenses of the arbitrators and any hearings;
  - K12.1.2 the parties' legal and other costs in the arbitration, including administrative costs (if any); and,
  - K12.1.3 the parties' legal and other costs incurred in any cost assessment or determination under Rule K12.3 below.
  - K12.2 In appropriate cases the Tribunal may award costs on an indemnity basis.
  - **K12.3** The Tribunal shall have the power to assess or determine the costs (either summarily or upon detailed representations by the parties) if requested to do so by either party.

## **SERVICE OF DOCUMENTS**

- K13.1 Any document served under this Rule K (including any Notice of Arbitration or Response) will be deemed to be received by the relevant party on a particular day, if it is received by that body or person (as appropriate) at or before 17:00 hours on a Business Day. If it is received at any time thereafter, or if it is received during a non-Business Day, it will be deemed to have been received the next Business Day (the "Date of Receipt"). Any time periods stipulated in this Rule K are deemed to commence from the Date of Receipt.
  - K13.2 Any document served under this Rule K shall be deemed to be served:
    - K13.2.1 in person: On that day, if it is delivered on a Business Day before 17:00, failing which it will be deemed to be served on the next following Business Day after it is delivered;
    - K13.2.2 by first class post or by registered post: On the second Business Day after the date of posting; or
    - K13.2.3 by facsimile or email transmission: On that day, if it is transmitted on a Business Day before 17:00, failing which it will be deemed to be served on the next Business Day after it is transmitted.
  - K13.3 Where The Association is not a party to the dispute, the Claimant(s) and Respondent(s) must:
    - K13.3.1 send a copy of all statements of case (including the Notice of Arbitration, Response, Points of Claim and Points of Defence), applications, evidence and written submissions to The Association at the same time that such documents are sent to the other party or parties to the dispute; and
    - K13.3.2 provide The Association with a copy of any decision, order or award of the Tribunal, or of any Interim Tribunal, upon receipt of the same.

### **GOVERNING LAW AND SEAT OF THE ARBITRATION**

- K14 K14.1 These Rules and any arbitration pursuant to them shall be governed by English law.
  - The Tribunal shall apply English law (both procedural and substantive) in determining any dispute referred to arbitration under the Rules.
  - **K14.2** The seat of any arbitration under this Rule K shall be England and Wales and, unless otherwise agreed between the parties and The Association, the arbitration shall be conducted in the English language.

# L. FAIR PLAY IN FOOTBALL

- L1 Fair play in football means that EVERYONE connected with football:
  - **L1.1** shows understanding of and respect for the Laws of the Game:
  - L1.2 supports the belief that the game should be played in an entertaining and positive way; and
  - **L1.3** behaves on and off the field in a sporting manner towards all others involved, be they players, officials or spectators, irrespective of results.

# M. HERITAGE ASSETS

For the purposes of the first registration of a Club Crest and Home Shirt Colours (see Rule M4 and Rule M12 respectively), Clubs which have been newly promoted to Step 1 of the NLS, or to the FAWC shall have until 1 October 2023 to comply with these obligations. If a Club has previously registered a Club Crest or Home Shirt Colours with The Association, then it does not need to re-register these details each season unless there has been a change as set out under this Rule (see Rule M10 and Rule M15 respectively). For clarity, this is not an annual obligation to register details.

## **SCOPE AND AUTHORITY**

- M1 This Rule M applies to Clubs participating in the Premier League, EFL, Step 1 of the National League System, the FAWSL and the FAWC.
- M2 The powers of The Association set out under this Rule M shall be exercised by the Board.
- M3 A decision of the Board made pursuant to this Rule M shall be final and binding, subject only to arbitration in accordance with Rule K.

#### **REGISTRATION AND CHANGE OF CLUB CREST**

M4 Each Club shall register its Club Crest with The Association in the form prescribed by The Association.

#### Guidance

This will ensure The Association can maintain an accurate record of Club Crests as a reference point to operate these Rules. Clubs should register any new Club Crest (including where there are minor changes which do not engage these Rules) to ensure The Association has an accurate record at all times.

- M5 A Club Crest shall not be distasteful, threatening, abusive, indecent, insulting, discriminatory, ethically or morally offensive, or include any political or religious message, or include any form of advertising.
- M6 A Club seeking to change its Club Crest shall not choose a design which would cause confusion with the existing Club Crest of another Club.
- M7 The Club Crest shall comply with the Kit and Advertising Regulations.
- M8 No Club shall make any material changes to its Club Crest without first undertaking a thorough and extensive consultation with its supporters.

#### Guidance

Clubs seeking to ensure they have undertaken a thorough and extensive consultation with supporters should undertake an independently run supporter poll to give weight to its proposal. The nature of such a poll will depend upon the circumstances of the Club in question but should include taking a poll of (where applicable); members of any Community Benefit Society formed for the benefit of the club's supporters and registered with the FCA (in many cases, a group of club supporters more commonly referred to as a supporters' trust will be registered as a Community Benefit Society), season ticket holders, and any supporters who have attended a specific number of home matches in the previous season.

Club Crests form an important part of the identity of a Club and changes can be an emotive issue for some supporters and lead to legitimate concerns being raised.

These Rules apply to any material changes to any aspect of a Club Crest (e.g. changing a colour from blue to red, adding or deleting text, or adding new design features and/or deleting established design features). These Rules are not intended to apply to the types of small changes to a Club Crest which occur more regularly, such as making a colour slightly lighter or darker, or slightly increasing or decreasing the size of a font.

Whilst there may often be a strong case for the modernisation of a Club Crest, given the prominence of a Club's Crest on kits, promotional material, broadcast and other visual media, it is of vital importance that the views of supporters are given significant weight when deciding to make material changes.

It is noted that some Clubs mark anniversaries by introducing a club crest which draws on previous heritage but differs from that in current use by the Club. Whilst these Rules will still apply in such circumstances, Clubs will be given a greater margin of discretion with regard to a temporary change to a club crest of this nature provided that the change is for a maximum of one playing season.

**M9** A Club must be in a position to evidence that the majority of its supporters are in favour of a material change to its Club Crest prior to making any such change.

#### Guidance

In assessing whether or not the majority of a Club's supporters are in favour of a material change to its Club Crest, The Association will give significant weight to the views of members of any Community Benefit Society formed for the benefit of the club's supporters and registered with the FCA, season ticket holders, and any supporters who have attended a specific number of home matches in the previous season. For the avoidance of doubt, the views of a Club's wider supporter base and/or membership shall not be disregarded for the purposes of any assessment by The Association.

- **M10** If a Club makes any material changes to its Club Crest then it shall register the new Club Crest with The Association in the form prescribed by The Association.
- **M11** The Association shall have the power to instruct a Club to use a previous version of the Club Crest where in the reasonable opinion of The Association a Club has breached any of Rules M4 to M10.

### REGISTRATION AND CHANGE OF HOME SHIRT COLOURS

- M12 Each Club shall register details of their Home Shirt Colours with The Association in the form prescribed by The Association. Where The Association considers, in its reasonable opinion, that the details registered by the Club do not accurately reflect the Club's Home Shirt Colours, The Association shall:
  - M12.1 reject the details submitted;
  - M12.2 identify to the Club those details which The Association considers to be inaccurate; and
  - M12.3 require that the Club resubmit the details, with the inaccuracies rectified.

#### Guidance

This is to provide a clear record of the recognised predominant colours of a Club's Home Shirt Colours and can be used as a reference point at a later date where a Club is seeking to make a particular change. The Association would expect Clubs to ensure the Home Shirt Colours which it submits for registration genuinely reflect what its supporters would view the Home Shirt Colours to be.

M13 No Club shall change its Home Shirt Colours without first undertaking a thorough and extensive consultation with its supporters.

#### Guidance

Clubs seeking to ensure they have undertaken a thorough and extensive consultation with supporters should undertake an independently run supporter poll to give weight to its proposal. The nature of such a poll will depend upon the circumstances of the Club in question but should include taking a poll of (where applicable); members of any Community Benefit Society formed for the benefit of the club's supporters and registered with the FCA (in many cases, a group of club supporters more commonly referred to as a supporters' trust will be registered as a Community Benefit Society), season ticket holders, and any supporters who have attended a specific number of home matches in the previous season.

These Rules are in place principally to prevent a Club from materially altering the recognised, predominant colours associated with the Club's home shirt, without first undertaking a thorough and extensive consultation with supporters.

Examples where thorough and extensive supporter consultation would be required include, changing a predominant colour from blue to red, or adding a significant amount of new colour to an established colour combination (e.g. changing a black and white shirt to black, white and red).

These Rules do not seek to limit the ability of Clubs to experiment with different designs and it is noted that some kit designs inevitably divide opinion amongst supporters. Provided Clubs stay within the parameters of the Home Shirt Colours registered with The Association, they will be given a wide margin of discretion to utilise different home shirt designs without there being a formal requirement for a thorough and extensive consultation with its supporters.

It is noted that some Clubs mark anniversaries by introducing a kit which draws on previous heritage but may not entirely reflect the Home Shirt Colours commonly associated with the Club in modern times. Whilst these Rules will still apply in such circumstances, Clubs will be given a greater margin of discretion with regard to a temporary change to a home shirt of this nature provided that the change is for a maximum of one playing season.

Notwithstanding that these Rules only apply to changing the recognised, predominant colours of a Club's home shirt, The Association would remind Clubs that the features of a home shirt are also a significant part of the identity of a Club. The Association would therefore strongly encourage Clubs to undertake a thorough and extensive consultation with supporters where it wishes to materially change common-recurring design features of a home shirt but which do not affect its colour (e.g. changing horizontal stripes to vertical stripes).

**M14** A Club must be in a position to evidence that the majority of its supporters are in favour of a material change to its Home Shirt Colours prior to making any such change.

#### Guidance

In assessing whether or not the majority of a Club's supporters are in favour of a material change to a Club's Home Shirt Colours, The Association will give significant weight to the views of members of any Community Benefit Society formed for the benefit of the club's supporters and registered with the FCA, season ticket holders, and any supporters who have attended a specific number of home matches in the previous season. For the avoidance of doubt, the views of a Club's wider supporter base and/or membership shall not be disregarded for the purposes of any assessment by The Association.

- **M15** Where a Club changes its Home Shirt Colours in accordance with these Rules, that Club shall register details of its new Home Shirt Colours with The Association in such form as is prescribed by The Association.
- M16 Where in the reasonable opinion of The Association a Club is deemed to have breached Rules M12 to M15, The Association shall have the power to instruct that Club to rectify the breach at The Association's sole discretion.

# N. TRANSITIONAL PROVISIONS

- N1 The Rules of The Association and all regulations made there under in force immediately prior to the Effective Date shall be applied in relation to all disputes in connection with proceedings which have been commenced on or before the Effective Date until the conclusion of such proceedings.
- N2 All Full Member Clubs, Associate Member Clubs, County Associations and Other Football Associations who are recognised as such immediately prior to the Effective Date shall, for the purposes of Rules A3.3 and A4.1.1 and A4.1.2, be accorded their respective status by The Association as on the Effective Date.