

24 - FOOTBALL DEBT RECOVERY REGULATIONS

The FDR Regulations are applicable to Participants at Steps 5 and 6 of the National League System and below and Tier 3 and below of The FA Women's Football Pyramid.

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

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

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

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

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

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

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

"Deadline" means the expiry date of the 28 day period which commenced when the relevant Football Debt arose. In the event of a dispute as to when the relevant Football Debt arose (and/or whether the Notice of Claim has been filed prior to the Deadline), the relevant Affiliated Association may, in its absolute discretion, determine the matter;

"FDR Regulations" means the Football Debt Recovery Regulations;

"Football Debt" means:

- (i) where the Alleged Creditor is a Club, costs incurred by that Club on behalf of an Alleged Debtor arising directly from the payment of disciplinary fines issued in respect of that Alleged Debtor; and
- (ii) where the Alleged Creditor is a Competition, fines issued by that Competition which remain unpaid by the Alleged Debtor after the Competition has exhausted all avenues to recover the fine(s) pursuant to the rules of that Competition.

For the avoidance of doubt, incidental costs do not fall within the scope of the FDR Regulations. In the event of a dispute as to what constitutes a Football Debt, the relevant Affiliated Association may, in its absolute discretion, determine the matter;

Guidance

Where the Alleged Creditor is a Competition, a Football Debt will only crystallise once the relevant Competition has exhausted all avenues to recover the fine(s) pursuant to the rules of that Competition, including the issuance of further fines and the withdrawal of fixtures.

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

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

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

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

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COMMENCING A CLAIM

1. In the first instance, an Alleged Creditor must take reasonable steps to recover a Football Debt, including the serving of a Formal Request on the Alleged Debtor within 10 days of the date on which the relevant Football Debt arose.
2. If a Football Debt has not been recovered within 10 days of the date of the Formal Request, the Alleged Creditor may submit a Notice of Claim, provided this is done prior to the Deadline.

Guidance

The deadline by which a Notice of Claim must be submitted to the Alleged Creditor's Affiliated Association is 28 days from the date on which the Football Debt arose. In the event of a dispute as to when the relevant Football Debt arose and/or whether the Notice of Claim has been filed prior to the Deadline, the relevant Affiliated Association shall, in its absolute discretion, determine the matter.

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

PAYMENT OF A CLAIM

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

APPEALS

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

MISCELLANEOUS

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