

# **The FA Women's Super League and The FA Women's Championship**

## **Competition Rules**

## 1 DEFINITIONS AND INTERPRETATION

### 1.1. In these Rules:

**“Academy Programme”** means a women’s football league and/or programme for players of particular ages as specified by The FA from time to time.

**“Academy Team”** means the team which is to participate in the Academy Programme.

**“Academy/ Reserve Player”** means: (i) for Clubs participating in Tier 1, a player registered to play in the Club’s Academy Team; or (ii) for Clubs participating in Tier 2, a player registered to play for the Club’s reserve or development team.

**“Affiliated Association”** means an association accorded the status of an affiliated association under The FA Rules.

**“AGM”** means a League AGM or Joint AGM.

**“Alternative Proposal”** shall have the meaning given in Rule 7.2.1.

**“Artificial Pitch”** means a field of play (as that term is defined in the Laws of the Game) that is not a Grass Pitch.

**“Board”** means The FA Women’s Super League and FA Women’s Championship Board.

**“Board Terms of Reference”** means the terms of reference for the Board approved by The FA Board (as amended from time to time);

**“Business Day”** means a day other than a Saturday or a Sunday or a public holiday in England and Wales.

**“Claimant”** shall have the meaning given in Rule 3.10.1(a).

**“Club”** means any football club for the time being participating in any Competition.

**“Club Licence”** means a licence (as amended from time to time) entered into between a Club and The FA under which The FA grants the Club a licence to participate in either Tier 1 or Tier 2.

**“Club Officials”** means all coaches, support staff and officers working within a Club whether employed or in a consultancy or voluntary capacity.

**“Club Representative”** means a Club Official who is elected to the Board in accordance with Rule 4.2.

**“Code of Conduct”** means the documents set out at Appendix 2

**“Competitions”** means each League and the Cup Competition.

**“Competition Match”** means any match played or to be played in the Competitions.

**“Competition Secretary”** means such person or persons appointed by The FA to carry out the

administration of the Competitions.

**“Complaint”** shall have the meaning given in Rule 3.10.3.

**“Conditions”** means:

- a) the Out of Contract Player is under the age of 24 on 30 June in the year her contract of employment with a Club expires;
- b) within 7 days of the last Saturday in May or the date of the last competitive match of the Club’s first team in the year in which the Player’s contract is to expire, the Club has offered re-engagement to the Contract Player; and
- c) the terms of re-engagement are no less favourable overall than those which applied under the initial period of employment.

**“Contract Player”** means any football player who is eligible to play under a written contract of employment with a Club.

**“Control”** means the power of a natural person, legal entity or any other body 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 by any means including without limitation by way of those that in the opinion of the Board are acting in concert) 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 (or other equity securities) in the Club (whether directly, indirectly (by means of holding such interests in one or more other persons) or by contract including without limitation those that in the opinion of the Board are acting in concert) which confer in aggregate on the holder(s) thereof 30 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 or of an associate (as defined in the Rules of The FA Challenge Cup Competition) of a person shall be attributed to that person.

**“County Association”** means a County Association as defined in The FA Rules.

**“COVID-19 Protocols”** means the protocols and guidance setting out the requirements with which Clubs participating in the Competitions must comply as a result of the public health crisis associated with the COVID-19 pandemic, as issued and updated by The FA from time to time.

**“Cup Competition”** means the annual league cup competition for Clubs, the format of which is set out in Appendix 1.

**“Cup Match”** means a Competition Match played or to be played in the Cup Competition.

**“CVA”** means a company voluntary arrangement pursuant to Part 1 of the Insolvency Act 1986, a scheme of arrangement under part 26 of the Companies Act 2006 or any other compromise

agreement reached with a company's creditors as a whole.

**"Default Event"** has the meaning given in Rule 23.5.1.

**"Directive"** means an order or instruction issued by the Board or Executive Operational Committee.

**"Electronic Facility"** includes, without limitation, website and conference call systems, and any device, system, procedure, method or other facility whatsoever providing an electronic means of attendance at or participation in meetings.

**"Embargo"** means a ban on a Club in respect of player registrations.

**"EPTS"** shall have the meaning given in Rule 8.17.1.

**"Executive Operational Committee"** means the sub- committee appointed by the Board to carry out the day to day management and administration of the Competitions.

**"FIFA"** means Fédération Internationale de Football Association.

**"FIFA Quality Programme"** means the FIFA Quality Programme for Football Turf, October 2015 which provides the framework for the use of high quality artificial turf playing surfaces.

**"Football Creditor"** means any one of the following:

- a) The FA.
- b) Any club affiliated with an Affiliated Association.
- c) Any league sanctioned by The FA or an Affiliated Association.
- d) Any full time or part time employee of a club, or former full time or part time employee of a club, in respect of sums due to such person by way of arrears of remuneration or expenses. This excludes for these purposes all and any claims for redundancy, unfair or wrongful dismissal or other claims arising out of the termination of the contract or in respect of any period after the actual date of termination.
- e) The Professional Footballers' Association Limited.
- f) The Football Foundation.
- g) Any Affiliated Association.

**"Grass Pitch"** means a field of play (as that term is defined in the Laws of the Game) that is natural grass, predominantly natural grass or intended to be predominantly natural grass and which conforms to the requirements of the Laws of the Game.

**"Ground"** means the ground or grounds at which a Club plays home Competition Matches which shall be the ground or grounds stated in the Club's Club Licence unless otherwise agreed with The FA in accordance with these Rules and the terms of the Club Licence.

**"Ground Regulations"** means:

- (a) for participation in Tier 1, The FA Women's Pyramid of Football Ground Grading, Grading

Category A;

- (b) for participation in Tier 2, The FA Women's Pyramid of Football Ground Grading, Grading Category B,

each as issued by The FA from time to time and shall.

**"Group Undertaking"** has the meaning set out in section 1161(5) of the Companies Act 2006 and every statutory modification or re-enactment in force from time to time.

**"Half Season"** means: (a) the period from the start of a Playing Season to the start of the Second Transfer Window in that Playing Season; or (b) the period from the start of the Second Transfer Window in a Playing Season to the end of that Playing Season.

**'Home Grown Player'** means: a Player who, irrespective of their nationality or age, has been registered with a Club and/or any other football club affiliated to the Football Association or an Affiliated Association, for a period, continuous or not of three Seasons or 36 months prior to their 21 birthday (or the end of the Season during which they turn 21). For the purposes of this definition of Home Grown Player only, a Season will be deemed to commence for all Clubs on the same date as the date on which the Summer Transfer Window in that Season closes for Clubs in the Leagues, and expire on the date of the final League Competition Match of the Season.

**"IATS"** means International Artificial Turf Standard.

**"Independent Tribunal"** means a person appointed by Sport Resolutions UK in accordance with Rules 3.10.7 and 3.10.8.

**"Insolvency Event"** means any one of the following:

- a) entering into a CVA;
- b) lodging a notice of intention to appoint an Administrator or notice of appointment of an Administrator at the Court in accordance with paragraph 26 or paragraph 29 of Schedule B1 to the Insolvency Act 1986, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the Insolvency Act 1986 (other than paragraph 12 (1)(c)) or where an Administrator is appointed or an Administration Order is made in respect of it ("Administrator" and "Administration Order" having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the Insolvency Act 1986);
- c) an Administrative Receiver (as defined by section 251 of the Insolvency Act 1986), a Law of Property Act Receiver (appointed under section 109 of the Law of Property Act 1925) or any receiver appointed by the Court under the Supreme Court Act 1981 or any other receiver is appointed over any assets which, in the opinion of the Board, are material to the Club's ability to fulfil its obligations as a member of the Competitions;
- d) shareholders passing a resolution pursuant to section 84(1) of the Insolvency Act 1986 to voluntarily wind up;
- e) a meeting of creditors is convened pursuant to section 95 or section 98 of the Insolvency Act 1986;
- f) a winding up order is made by the Court under section 122 of the Insolvency Act 1986

or a provisional liquidator is appointed under section 135 of the Insolvency Act 1986;

- g) ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by the Board;
- h) being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in (a) to (g) above; and/or
- i) having any proceeding or step taken or any court order in any jurisdiction made which has a substantially similar effect to any of the foregoing.

A Club suffering an Insolvency Event is considered to be 'Insolvent' or subject to 'Insolvency'.

**"Insolvency Policy"** means the insolvency policy for, *inter alia*, the Competitions as updated by The FA from time to time.

**"Intermediary"** has the meaning given in The FA Regulations on Working with Intermediaries.

**"International Club"** means any association football club not sanctioned by or affiliated to The FA.

**"International Loan"** has the meaning given in Rule 8.7.2(c).

**"International Transfer Certificate"** means the certificate issued on the transfer of a Player from one national association to another national association under FIFA's Regulations on the Status and Transfer of Players.

**"Joint AGM"** means an annual general meeting for the Competitions.

**"Joint SGM"** means a special general meeting for the Competitions.

**"Laws of the Game"** means the laws of the game as determined by the International Football Association Board from time to time.

**"League"** means the Tier 1 League or the Tier 2 League.

**"League AGM"** means an annual general meeting for a League.

**"League SGM"** means a special general meeting for a League.

**"Long Term Loan"** means a loan transfer in excess of 93 days.

**"Match Officials"** means the referee, the assistant referees and any fourth official appointed to a Competition Match by The FA.

**"Membership Year"** means the period from the holding of one Joint AGM to the holding of the next Joint AGM.

**"National Association"** means a national association in membership of FIFA from time to time.

**"Non Contract Player"** means any football player who is eligible to play for a Club but has not entered into a written contract of employment.

**"Officer"** means an individual who is required to make an Owners' and Directors' Declaration

by The FA.

**“Out of Contract Player”** means a Contract Player whose contract of employment with a Club has expired but does not include a Terminated Player.

**“Owners’ and Directors’ Declaration”** means a declaration to The FA required from an Officer from time to time under The FA’s Owners’ and Directors’ Test Regulations.

**“Paid in Full”** means payment of (or security for) the whole sum outstanding, or payment of (or security for) such smaller sum as may be agreed between the Club and the relevant creditor on an arm’s length commercial basis, in each case demonstrated to the Board’s satisfaction.

**“Participant”** has the meaning given in The FA Rules.

**“Performance Support Regulations”** means the regulations and as amended by The FA from time to time setting out the medical and performance support requirements with which Clubs participating in the Competitions must comply.

**“PGMOL”** Professional Game Match Officials Limited.

**“Pitch”** means a Grass Pitch or Artificial Pitch.

**“Pitch Test”** means the test(s) conducted by a FIFA accredited field test institute or UKAS accredited test institute in accordance with the requirements of the FIFA Quality Programme or IATS.

**“Player”** means any Contract Player, Non Contract Player or other football player who, subject to these Rules, plays or who is eligible to play for a Club in the Competitions.

**“Playing Contract”** means an employment contract in a form specified by The FA from time to time for use in the Competitions.

**“Playing Season”** means the period specified by the Board in accordance with Rule 11.1.1 which shall be between the date in each football season on which the first Competition Match is played until the date on which the last Competition Match is played.

**“Qualifying Player”** means any Player ( who appears on a Club’s Team Sheet in at least 25 percent of her Club’s Competition Matches over the previous two Playing Seasons.

**“Referee”** means the Match Official appointed by The FA to officiate a Competition Match and who has ultimate authority for enforcing the Laws of the Game and making decisions.

**“Respondent”** shall have the meaning given in Rule 3.10.1(b).

**“Response”** shall have the meaning given in Rule 3.10.9.

**“Rules”** means these rules.

**“Salary Cap Regulations”** means the regulations set out at Appendix 5.

**“Satisfied”** shall mean that a creditor has consented, and provided evidence of such, to accept a sum in full and final settlement of its debt from a Club. For the avoidance of doubt, a vote to approve a CVA by the creditors of a Club, held in accordance with insolvency law in operation from time to time, shall deem those debts admitted to the CVA as being Satisfied. The Board

shall determine at its absolute discretion whether an amount is Satisfied under the Rules.

**“Secured”** shall mean that one of the following legally recognised undertakings has been provided for the payment of the specified sum in full by the next Joint AGM:

- a) a solicitor’s undertaking for the full amount outstanding; or
- b) a bank guarantee is held for the full amount outstanding.

The Board shall determine at its absolute discretion whether an amount is Secured under the Rules.

**SGM**” means a League SGM or Joint SGM.

**“Significant Interest”** means in relation to a Club, a person who:

- (a) holds and/or has possession of the legal or beneficial interest in at least:
  - (i) 10% of the nominal value of the share capital in the Club; or
  - (ii) 50% of the nominal value of the share capital in any Group Undertaking of the Club, or
- (b) has the ability to exercise the voting rights applicable to any shares or other securities in:
  - (i) the Club which confer in aggregate 10% or more of the total voting rights exercisable in respect of the shares or any class of shares in the Club; or
  - (ii) any Group Undertaking of the Club which confer in aggregate 50% or more of the total voting rights exercisable in respect of the shares or any class of shares in that Group Undertaking.

All or part of any such interest may be held directly or indirectly or by contract including, but not limited to, by way of membership of any group that in the opinion of the Board is acting in concert, and any rights or powers held by an “associate” (as set out in the Rules of The FA Challenge Cup) shall be included for the purposes of determining whether an interest or interests amounts to a “Significant Interest”.

**“Sporting Sanctions Appeal”** shall have the meaning given in Rule 19.2.9.

**“Squad Cap”** shall have the meaning given in Rule 8.9.1.

**“Summary Jurisdiction Notice”** shall have the meaning given in Rule 3.9.3.

**“Summary Offence”** shall have the meaning given in Rule 3.8.1.

**“Summary Offence Notice”** shall have the meaning given in Rule 3.8.1.

**“Table of Fees and Expenses”** means the table of fees and expenses set out in Appendix 4.

**“Table of Summary Offences and Sanctions”** means the table of summary offences and sanctions set out in Appendix 3.

**“Team Sheet”** means a form provided for use in the Competitions by the Executive Operational



Committee which should be completed by Clubs so it includes the forename and surname (including any alias displayed on the Player's shirt) and shirt numbers of the Players (including any nominated substitutes) taking part in the Competition Match () and the name of the doctor in attendance.

**"Terminated Player"** means a Contract Player whose contract has been unilaterally terminated by her Club or mutually terminated by agreement between the Club and Contract Player.

**"The FA"** means The Football Association Limited which is the governing body for football in England.

**"The FA Rules"** means the Rules of The Football Association Limited as amended from time to time.

**"The FA Rules and Regulations"** means all of the rules and regulations of The FA as amended from time to time including those set out in The FA Handbook.

**"Tier 1"** means the top tier of women's football in England organised by The FA.

**"Tier 1 League"** means the league competition for clubs in Tier 1.

**"Tier 1 Licence"** means a Club Licence to participate in Tier 1.

**"Tier 2"** means the second tier of women's football in England organised by The FA.

**"Tier 2 League"** means the league competition for clubs in Tier 2.

**"Tier 2 Licence"** means a Club Licence to participate in Tier 2.

**"Transfer Windows"**, **"First Transfer Window"** and **"Second Transfer Window"** shall have the meaning given in Rule 8.4.1.

**"UKAS"** means The United Kingdom Accreditation Service.

**"Women's Pyramid Regulations"** means the FA's Regulations for the Establishment and Operation of the Women's Football Pyramid.

## 1.2 Construction

1.2.1 In these Rules, unless otherwise specified or the context otherwise requires:

- (a) words importing the singular only shall include the plural and vice versa;
- (b) words importing the whole shall be treated as including a reference to any part;
- (c) reference to these "Rules" or to any other document is a reference to these Rules or to that other document as modified, amended, varied, supplemented or replaced from time to time as permitted by the provisions of these Rules;
- (d) "person" includes any individual, firm, company, corporation, body corporate, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body of two or more of the foregoing (whether or not having separate legal personality and wherever

incorporated or established);

- (e) “written” or “in writing” means the representation or reproduction of words or symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise; and
- (f) reference to any legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most closely approximates in that jurisdiction to the English legal term.

1.2.2 Any phrase in these Rules introduced by the term “include”, “including”, “in particular” or similar expression shall be construed as illustrative and shall not limit the sense of the words preceding that term.

1.2.3 Headings used in these Rules are for reference only and shall not affect its construction or interpretation.

## 2 CONTROL OF THE COMPETITIONS AND CONSTITUTION

2.1 The ownership, organisation, control and management of the Competitions and any rights associated with them of any nature shall be vested entirely and exclusively in The FA.

2.2 Pursuant to the above powers and save where otherwise specifically mentioned herein, The FA has determined that the administration of the Competitions under these Rules will be carried out by the Board and the Executive Operational Committee in accordance with and as set out in these Rules.

2.3 All Clubs and Players participating in the Competitions shall be bound by and comply with the Rules (and any rules or regulations issued pursuant thereto). Every Club and Player shall be deemed, as a participant in the Competitions to have accepted the Rules and to have agreed to abide by the decisions of the Board and Executive Operational Committee in relation thereto, subject to any right of appeal prescribed in these Rules.

2.4 All Clubs and Players shall comply with The FA Rules and Regulations which are applicable including Rule D of The FA Rules in respect of international and other representative matches and call-ups.

2.5 The geographic area covered by the Competitions shall be England and Wales.

2.6 The membership of the Competitions, their composition, format and the number of Clubs in each League shall be determined annually by the Board at their discretion subject to compliance with these Rules, the Club Licences and Women’s Pyramid Regulations.

2.7 For Playing Season 2019/2020 onwards:

2.7.1 the Tier 1 League shall be called The FA Women’s Super League (“**The FA WSL**”);

2.7.2 the Tier 2 League shall be called The FA Women’s Championship (“**The FA WC**”);

and

2.7.3 a Cup Competition shall be run for Clubs in accordance with the rules at Appendix 1.

2.8 Subject to Rule 17, the Clubs competing in each League for a Playing Season will be confirmed at each League's League AGM each year.

2.9 A Club which is confirmed as competing in a League at a League AGM shall be subject to the application of the Rules until the date of the following League AGM.

### **3 POWER OF THE BOARD AND THE EXECUTIVE OPERATIONAL COMMITTEE**

#### **3.1 General powers of the Board and the Executive Operational Committee**

3.1.1 The Board may appoint such sub-committees as it deems appropriate which shall be fully empowered to act on the Board's behalf subject to (save as set out below) ratification by the Board. Pursuant to this power, the Board has appointed the Executive Operational Committee to carry out the day to day management of the Competitions and as such, the Executive Operational Committee shall have the powers set out under these Rules until such time as the Board determines otherwise. Decisions of the Executive Operational Committee, unless otherwise specified by the Board, shall not require ratification when made pursuant to a power contained within these Rules.

3.1.2 The Executive Operational Committee shall have the power to deal with matters within the Competitions in accordance with Rule G of The FA Rules. For the avoidance of doubt, Misconduct (as defined in The FA Rules) under Rule E1(a) of The FA Rules shall only be dealt with by The FA or an Affiliated Association.

3.1.3 Save where specifically provided otherwise in these Rules, the Executive Operational Committee shall have the power to apply, act upon and enforce these Rules and shall have jurisdiction over all matters affecting the Competitions including any not provided for in these Rules.

#### **3.2 Composition of the Board**

3.2.1 The Board shall be comprised of:

- (a) one independent chairperson appointed in accordance with the Board Terms of Reference;
- (b) two independent non-executive directors appointed in accordance with the Board Terms of Reference;
- (c) two persons appointed by The FA at its discretion;
- (d) one person appointed by the Women's Football Board at its discretion;
- (e) four Club Representatives from Clubs participating in the Tier 1 League; and
- (f) two Club Representatives from Clubs participating in the Tier 2 League.

#### **3.3 Composition of the Executive Operational Committee**

- 3.3.1 The Executive Operational Committee shall be comprised of such persons as the Board considers appropriate except that a Club Official or Player may not be a member of the Executive Operational Committee.
- 3.4 **Attendance and voting at Board meetings and Executive Operational Committee meetings**
- 3.4.1 Voting and attendance at Board meetings shall be in accordance with the Board Terms of Reference (as may be amended from time to time). Voting and attendance at Executive Operational Committee meetings shall be in accordance with the procedure set by the Board (as may be amended from time to time).
- 3.5 **Executive Operational Committee Powers of Inquiry**
- 3.5.1 Without prejudice to the powers of The FA under Rule F of The FA Rules, the Executive Operational Committee shall have the power to inquire into any suspected or alleged breach of these Rules. For these purposes, the Executive Operational Committee may require any Club, Club Official, Player or other Participant to appear before it and produce any information, documents or materials as the Executive Operational Committee may request. All Clubs, Club Officials, Players or other Participants must take all reasonable measures to assist the Executive Operational Committee in the collection of evidence. Any failure by any of the above to comply with a requirement of the Executive Operational Committee pursuant to this Rule 3.5 shall constitute a breach of these Rules and shall be referred to an Independent Tribunal for determination pursuant to Rule 3.7.1(d).
- 3.6 **Directives**
- 3.6.1 The Board and Executive Operational Committee shall have the power to issue an order or instruction, by way of a Directive, where it considers it to be in the best interests of the Competitions to do so, on any matter not provided for in these Rules, with which Participants must comply. No Directive shall be issued which is inconsistent with The FA's Rules.
- 3.6.2 Failure by a Participant to comply with a Directive within 14 days of notification of such, or within 14 days of an operative date specified, shall constitute a breach of these Rules and shall be referred to an Independent Tribunal for determination pursuant to Rule 3.7.1(d).
- 3.7 **Breaches of the Rules**
- 3.7.1 Save where specifically provided otherwise in these Rules, the Executive Operational Committee shall have the power to deal with any suspected or alleged breach of these Rules by:
- (a) imposing a fixed penalty for a Summary Offence in accordance with Rule 3.8;
  - (b) exercising its summary jurisdiction in accordance with Rule 3.9;
  - (c) exercise any of the powers in accordance with Rule 11.3.20;
  - (d) referring the matter to an Independent Tribunal in accordance with Rule 3.10; or referring the matter to The FA for determination under The FA

## Rules.

### 3.8 Summary Offences

3.8.1 Subject to Rules 3.8.3 and 3.8.4, if the Executive Operational Committee determines, in its absolute discretion, that a Club has breached a Rule set out in the Table of Summary Offences and Sanctions (a “**Summary Offence**”), a fixed penalty noted next to the relevant Summary Offence will be imposed on the Club and shall be payable by the Club to The FA within 14 days of the Club being notified of the breach in writing (a “**Summary Offence Notice**”).

3.8.2 Each instance of breach constitutes an individual and separate breach of these Rules and will attract its own fixed penalty.

3.8.3 Fixed penalties imposed on a Club pursuant to Rule 3.8.1 will escalate according to the number of breaches committed by a Club of a particular Rule in any three consecutive Membership Years. The fixed penalty for each breach, over and above the first breach in any three consecutive Membership Years, will be doubled up until the fifth breach whereupon each subsequent fixed penalty shall remain equal to the fixed penalty payable for the fifth breach.

For example, if a Club fails to send to the Competition Secretary on the prescribed form the relevant match information in accordance with Rule 11.4.3 the following fixed penalties will apply:

Breach 1	£100
Breach 2	£200
Breach 3	£400
Breach 4	£800

For each breach over and above the fourth breach in any three consecutive Membership Years the applicable fixed penalty will be £1600 per breach. The applicable fixed penalty will be determined by the number of breaches and there will be no maximum limit on the cumulative value of fixed penalties payable by a Club.

3.8.4 An additional fixed penalty of £250 will be imposed on the Club and payable by the Club to The FA for every five breaches of any of the Rules set out in the Table of Summary Offences and Sanctions in any Membership Year.

3.8.5 Any appeal against the imposition of a fixed penalty under this Rule 3.8 shall be referred to an Independent Tribunal in accordance with Rule 3.10 and the appeal fee set out in the Table of Fees and Expenses shall be payable by the Club to The FA.

### 3.9 Summary Jurisdiction

3.9.1 The Executive Operational Committee’s summary jurisdiction shall extend to any suspected or alleged breach of these Rules (other than a Summary Offence or a matter for which referral to an Independent Tribunal is prescribed in these Rules).

3.9.2 In exercising its summary jurisdiction, the Executive Operational Committee shall

have the power to impose a fine not exceeding £1,000. The Executive Operational Committee shall also have the power to suspend any portion of any fine imposed in accordance with this Rule.

3.9.3 The Executive Operational Committee shall exercise its summary jurisdiction by giving notice to the Participant allegedly in breach (“**Summary Jurisdiction Notice**”).

3.9.4 The Participant to which the Summary Jurisdiction Notice is addressed shall respond in writing to the Competition Secretary within seven days of receipt of the Summary Jurisdiction Notice stating whether it:

- (a) agrees to pay the fine imposed; or
- (b) elects for the matter to be referred to an Independent Tribunal in accordance with Rule 3.7.1(d).

3.9.5 Where no response is received, the Participant shall be deemed to have submitted to the Executive Operational Committee’s jurisdiction and agreed to pay the fine imposed.

### 3.10 **Matters to be determined by an Independent Tribunal**

#### Parties

3.10.1 Subject to Rule 3.10.2, the parties to proceedings before an Independent Tribunal shall be:

- (a) The FA (the “**Claimant**”); and
- (b) the Participant allegedly in breach of these Rules (the “**Respondent**”).

3.10.2 Where the proceedings are commenced pursuant to a right of appeal prescribed in these Rules (for example, an appeal against the imposition of a fixed penalty pursuant to Rule 3.8.5 or a Sporting Sanctions Appeal) the Participant lodging the appeal shall be the Claimant and the entity that has made the specific decision(s) being appealed shall be the Respondent.

#### Complaint

3.10.3 Proceedings before an Independent Tribunal shall be commenced by way of a notice of complaint drafted by or on behalf of the Claimant (the “**Complaint**”).

3.10.4 Where proceedings are commenced pursuant to Rule 3.7.1(d), the Complaint shall:

- (a) identify the Rule alleged to have been breached;
- (b) state briefly the nature of the alleged breach of these Rules;
- (c) set out a statement of facts upon which the Complaint is based; and
- (d) enclose copies of documents or other material referred to in the Complaint.

3.10.5 Where proceedings are commenced pursuant to a right of appeal prescribed in

these Rules, the Complaint shall:

- (a) identify the specific decision(s) being appealed;
- (b) set out the ground(s) of appeal with supporting reasons; and
- (c) set out a statement of facts upon which the appeal is based; and
- (d) enclose copies of documents or other material referred to in the Complaint.

3.10.6 The Claimant shall send the Complaint to the Competition Secretary. The Competition Secretary shall then provide the Complaint to the Respondent and Sport Resolutions UK within three days of receipt.

#### Appointment of the Independent Tribunal

3.10.7 Within five days of receipt of the Complaint, Sport Resolutions UK shall appoint an Independent Tribunal to determine the Complaint which shall be comprised of one solicitor or barrister.

3.10.8 If an individual appointed to the Independent Tribunal doubts their ability to be impartial, or believes there to be a materially conflicting interest in the proceedings, they shall declare it as soon as possible, and unless all parties waive it then the individual shall withdraw completely from the proceedings. In such circumstances, Sport Resolutions UK shall immediately appoint a replacement to the Independent Tribunal.

#### Response

3.10.9 The Respondent shall respond in writing to the Competition Secretary (the “**Response**”) within seven days of receipt of the Complaint.

3.10.10 The Response shall:

- (a) set out a brief response to the Complaint;
- (b) where proceedings have been commenced pursuant to Rule 3.7.1(d) state whether the alleged breach of these Rules outlined in the Complaint is admitted or disputed;
- (c) where proceedings have been commenced pursuant to a right of appeal prescribed in these Rules, state whether the appeal outlined in the Complaint is disputed or not; and
- (d) whether the Respondent wishes for the Complaint to be determined by an Independent Tribunal by way of written submissions or a personal hearing (subject to Rule 3.10.14).

3.10.11 Where no Response is received, the Independent Tribunal shall determine the Complaint in such manner and upon such evidence as it considers appropriate.

3.10.12 Subject to Rule 3.10.14, where:

- (a) the Complaint is disputed and the Respondent wishes for it to be dealt with

by way of written submissions; or

- (b) the Complaint is admitted but the Respondent wishes to submit a plea of mitigation,

those written submissions or the plea in mitigation must be provided at the same time as the Response.

- 3.10.13 Subject to Rule 3.10.14, where the Respondent disputes the Complaint and requests a personal hearing, it shall provide to the Competition Secretary copies of any documentation, evidence, mitigation or other relevant material (of whatever nature) on which the Respondent intends to rely within 14 days of receipt of the Complaint.
- 3.10.14 Where the proceedings are an appeal against the imposition of a fixed penalty pursuant to Rule 3.8.5, the Complaint may only be determined by way of written submissions which must be provided by the Respondent at the same time as the Response.
- 3.10.15 The Competition Secretary shall provide the Response (and any materials provided in accordance with Rule 3.10.13) to the Claimant and Sport Resolutions UK within three days of receipt.

#### Directions

- 3.10.16 The Independent Tribunal can regulate its own procedure and may issue any further directions considered necessary for the proper conduct of the proceedings, including but not limited to:
  - (a) extending or reducing any time limit; and
  - (b) ordering disclosure of specific and identifiable documents in the possession of the Claimant, the Respondent or a third-party Participant which are considered by the Independent Tribunal as relevant to the Complaint.

#### Determination

##### *Written Submissions*

- 3.10.17 Where the Complaint is dealt with by way of written submissions, the Independent Tribunal shall determine:
  - (a) the Complaint; and
  - (b) any applicable order or sanction.

##### *Personal Hearing*

- 3.10.18 Where the Complaint is dealt with at a personal hearing:
  - (a) the Competition Secretary shall establish a date, time and place of the personal hearing;
  - (b) either party must, if an individual, attend the personal hearing in person or, where appropriate and directed by the Independent Tribunal, via video



conference. If either party is a Club, it shall attend through a Club Official;

- (c) the Claimant shall nominate an individual or individuals to present the Complaint, adduce evidence and make submissions in support of the Complaint;
- (d) each party appearing before an Independent Tribunal has the right to be represented (including a legal representative), provided that they notify the Competition Secretary both of the fact that they are to be represented and the identity of the representatives:
  - (i) in the case of the Respondent, when the Response is provided in accordance with Rule 3.10.9; and
  - (ii) in the case of the Claimant, within three days of receipt of the Response.

3.10.19 A personal hearing may proceed in the absence of either party where the Independent Tribunal is satisfied there are not reasonable grounds for such failure to attend.

3.10.20 Where the Complaint is dealt with at a personal hearing the Independent Tribunal shall determine:

- (a) the Complaint; and
- (b) any applicable order or sanction.

#### Decision and Reasons

3.10.21 The Independent Tribunal shall notify the Claimant and the Respondent of its decision as soon as reasonably practicable and in such manner as it considers appropriate.

3.10.22 The Independent Tribunal shall as soon as reasonably practicable send to the Claimant and the Respondent a written statement of its decision, which shall state:

- (a) the Complaint considered and whether it was admitted or disputed;
- (b) the decision, including (where applicable) whether:
  - (i) a Rule breach alleged in the Complaint has been proven or not; or
  - (ii) an appeal set out in the Complaint has been successful or not, and
- (c) any sanction or order imposed.

3.10.23 Written reasons of the Independent Tribunal may be requested by either party to the proceedings. Requests must be made within seven days of provision of the written statement of the decision.

3.10.24 Where written reasons are requested, they shall be provided within 28 days of

provision of the written statement of decision and state (where applicable):

- (a) the findings of fact made by the Independent Tribunal;
- (b) the reasons for the decision of the Independent Tribunal, including the reasons for (where applicable):
  - (i) finding any Rule breach alleged in the Complaint proven or not; or
  - (ii) finding any appeal set out in the Complaint successful or not, and
- (c) the reasons for any sanction or order imposed.

### Sanction

3.10.25 The Independent Tribunal may order any sanction that it considers to be appropriate, including but not limited to:

- (a) a reprimand or warning as to future conduct;
- (b) a financial penalty payable to The FA;
- (c) a deduction of points;
- (d) an Embargo; and
- (e) any other sanction as the Independent Tribunal considers fit.

3.10.26 Where the proceedings are an appeal against the imposition of a fixed penalty pursuant to Rule 3.8.5, the Independent Tribunal may affirm, repeal or vary the fixed penalty originally imposed.

### Costs

3.10.27 Save where otherwise provided, any costs incurred:

- (a) in bringing or defending a Complaint will be borne by the party incurring the costs; and
- (b) by an Independent Tribunal, which are considered by the Independent Tribunal to be appropriate, may be ordered to be paid in full or in part by either party (such costs may include, but are not limited to, the costs of the Independent Tribunal and related expenses).

### Confidentiality / Publication

3.10.28 The proceedings of an Independent Tribunal shall take place in private.

3.10.29 The FA shall have the power to publish, in any manner considered appropriate:

- (a) the outcome of any proceedings before an Independent Tribunal; and
- (b) any findings made or sanction imposed by an Independent Tribunal.

### Appeals

3.10.30 All decisions of an Independent Tribunal shall be final and binding and there shall

be no right of further challenge.

## **4 ANNUAL GENERAL MEETINGS AND SPECIAL GENERAL MEETINGS**

### **4.1 League Annual General Meeting**

- 4.1.1 Each year a League AGM shall be held for each League which shall take place before the start of the upcoming Playing Season.
- 4.1.2 Subject to Rule 5.5, the following business shall be transacted at each League AGM as necessary each year:
- (a) the election of Club Representatives to the Board where required under Rule 4.2.6 or 4.2.7;
  - (b) to receive and confirm the minutes of the previous League AGM (if any);
  - (c) to consider any business arising from the previous League AGM (if any);
  - (d) to receive the annual report and financial report in respect of the relevant League (if any);
  - (e) to receive notice of:
    - (i) the composition of the relevant League for the upcoming Playing Season (subject to Rule 17);
    - (ii) the relevant League's auditors; and
    - (iii) the date for the commencement and conclusion of the upcoming Playing Season; and
  - (f) to consider the business set out in the agenda and any other business specified by the Board or Executive Operational Committee.

### **4.2 Election of Club Representatives**

- 4.2.1 Club Representatives shall be elected to the Board:
- (a) at a League AGM;
  - (b) where Rule 4.2.10 applies, at a League SGM; or
  - (c) in accordance with Rule 5.5.
- 4.2.2 To be eligible to stand for election as a Club Representative, the relevant individual must:
- (a) be a Club Official for a Club which will participate in the relevant League for the upcoming Playing Season;
  - (b) have professional qualifications or experience that would make them suitable to act on the Board; and
  - (c) satisfy any other criteria which the Board may, in its absolute discretion,

specify,

(together, the “**Club Representative Eligibility Criteria**”).

- 4.2.3 The Competition Secretary shall, when providing notice of the AGM or SGM (or, any written procedure pursuant to Rule 5.5) at which a Club Representative shall be elected, confirm:
- (a) the Club Representative Eligibility Criteria in place at the relevant time; and
  - (b) the date by which nominations for Club Representatives must be received by, which shall (in any event) be no less than 14 days before the League AGM or League SGM (as appropriate), or any other date specified pursuant to Rule 5.5.
- 4.2.4 The Board shall determine, in its absolute discretion, whether any individual nominated to stand for election as a Club Representative satisfies the Club Representative Eligibility Criteria. Where a current Club Representative is standing for re-election in accordance with Rule 4.2.9, they shall **be excluded from making any such determinations**. The Competition Secretary shall give notice to all Clubs entitled to vote under Rule 4.2.12 of all nominated individuals who satisfy the Club Representative Eligibility Criteria, at least seven days before the League AGM or League SGM (as appropriate), or any other date specified pursuant to Rule 5.5.
- 4.2.5 No more than one Club Representative may be elected on behalf of any Club.
- 4.2.6 Where fewer than four elected Club Representatives from Clubs in the Tier 1 League are on the Board, the election of as many Club Representatives as is necessary to bring the number of elected Club Representatives from Clubs participating in the Tier 1 League on the Board to four shall take place at the next Tier 1 League AGM.
- 4.2.7 Where fewer than two elected Club Representatives from Clubs in the Tier 2 League are on the Board, the election of as many Club Representatives as is necessary to bring the number of elected Club Representatives from Clubs participating in the Tier 2 League on the Board to two shall take place at the next Tier 2 League AGM.
- 4.2.8 Club Representatives elected to the Board at a League AGM shall serve until the earlier of:
- (a) the League AGM falling two years from the League AGM at which he or she was elected;
  - (b) the League AGM falling immediately after the conclusion of the Playing Season in which the Club on behalf of which the Club Representative is elected, is relegated or promoted; or
  - (c) the date on which the Club, on behalf of which the Club Representative is elected, is removed, withdrawn or expelled (other than by promotion and relegation) from the Competitions or whose Club Licence is terminated by The FA.
- 4.2.9 A Club Representative may stand for re-election. There is no limit to the number of

terms which a Club Representative may serve.

- 4.2.10 In the event that a Club Representative stands down or is no longer appointed as a Club Representative for any reason whatsoever after a League AGM, the Board shall call a League SGM in order for a replacement Club Representative to be elected. The Board shall have the power to appoint, in an acting capacity until a replacement Club Representative is elected.
- 4.2.11 Each Club which participated in the League for which the League AGM relates during the previous Playing Season or which will participate in that League for the upcoming Playing Season shall be sent a copy of the duly audited/verified annual report, financial report and agenda for the League AGM prior to the date of the League AGM. The agenda may be updated at any time before the League AGM.
- 4.2.12 Each Club which will participate in the League for which the League AGM relates for the upcoming Playing Season shall have the right to vote on the election of Club Representatives for that League (where they are being elected at the League AGM, or a League SGM) and each such Club shall be entitled to one vote for each Club Representative vacancy only. In the event that the vote between two or more individuals standing for election is equal for a single vacant Club Representative position, a second vote shall take place between the two or more individuals with equal votes. If a second vote is also equal, the chairperson of the Board shall have a casting vote.
- 4.2.13 Unless notice is given by the Executive Operational Committee otherwise, Clubs which will not be participating in the League for which the League AGM relates for the upcoming Playing Season shall be entitled to attend but shall not vote on any matters at the League AGM. This provision will not apply to Clubs expelled from any Competition or whose Club Licence is otherwise terminated by The FA, who shall not be entitled to attend or vote on any matters.

#### 4.3 **Joint Annual General Meetings**

- 4.3.1 Each year a Joint AGM shall be held which shall take place before the start of the upcoming Playing Season.
- 4.3.2 Subject to Rule 5.5, the following business shall be transacted at each Joint AGM as necessary each year:
- (a) to receive notice of:
    - (i) any changes to the members of the Board;
    - (ii) the composition of the Cup Competition for the upcoming Playing Season; and
  - (b) to consider the business set out in the agenda and other business specified by the Board or Executive Operational Committee.
- 4.3.3 A copy of the agenda for the Joint AGM shall be sent to each Club prior to the date of the Joint AGM. The agenda may be updated at any point before the Joint AGM.
- 4.3.4 Unless notice is given by the Executive Operational Committee otherwise, Clubs which will not be participating in the Competitions for the upcoming Playing Season

shall be entitled to attend but shall not be entitled to vote on matters at the Joint AGM. This provision will not apply to Clubs expelled from any Competition or whose Club Licence is otherwise terminated by The FA, who shall not be entitled to attend or vote on any matters.

#### **4.4 Special General Meetings**

4.4.1 Upon receiving a notice signed by two thirds of the Clubs participating in a League at the time it is given, the Competition Secretary shall call a League SGM.

4.4.2 Upon receiving a notice signed by two thirds of the Clubs participating in the Competitions at the time it is given, the Competition Secretary shall call a Joint SGM.

4.4.3 The relevant notice shall state the business which is to be discussed at the meeting.

4.4.4 Subject to Rule 4.2.10, the Board or Executive Operational Committee may call a SGM at any time for any purpose it considers appropriate.

4.4.5 A copy of the agenda for the SGM shall be sent to each Club required to attend prior to the date of the SGM. The agenda may be updated at any point before the SGM.

### **5 PROCEDURES FOR ANNUAL GENERAL MEETINGS AND SPECIAL GENERAL MEETINGS**

#### **5.1 Notice**

5.1.1 Notice shall be given of each AGM and SGM. The length of this notice shall be at least 28 days unless the chairperson of the Board considers it appropriate or necessary that shorter notice be given.

5.1.2 The accidental omission to give notice of any AGM or SGM or the non-receipt by any person entitled to receive the same shall not invalidate the proceedings of that SGM or AGM.

#### **5.2 Voting and quorum**

5.2.1 50 percent or more of those who have the right to vote at an AGM or SGM shall constitute a quorum for that meeting. No voting shall take place at an AGM or SGM if a quorum is not in attendance but the meeting may proceed and items may be discussed. In such circumstances, [(i)] the chairperson of the Board may call another AGM or SGM at a date and time he or she specifies and/or give valid notice of the items which the attendees were due to receive notice of by such other means as he or she considers appropriate, and (ii) votes exercised validly in advance of the AGM or SGM, in accordance with any alternative procedure specified pursuant to Rule [5.2.6], shall still be valid.

5.2.2 A person shall be in attendance at an AGM or SGM where they attend the meeting in person or, where approval of Competition Secretary has been obtained, they participate through an Electronic Facility.

5.2.3 Clubs' voting rights are limited to the election of Club Representatives in accordance with Rule 4.2. The Board may, at their discretion, determine which, if any, other

matters shall be put to a vote by Clubs at an AGM or SGM.

- 5.2.4 Each member of the Board and Executive Operational Committee shall have the right to vote on any matter at an AGM and SGM except that (i) no member of the Board or Executive Operational Committee shall have the right to vote to elect Club Representatives under Rule 4.2, unless that individual is either a Club Representative who is exercising a vote on behalf of a Club and not as a member of the Board, or the chairperson of the Board exercising a casting vote in accordance with Rule 4.2.12; and (ii) no individual shall be entitled to exercise more than one vote (for example, if an individual is a Club Representative but also exercising a vote on behalf of a Club, that individual cannot exercise two votes).
- 5.2.5 No individual shall be entitled to more than one vote or to vote on behalf of more than one Club.
- 5.2.6 Subject to Rule 4.2.12, all voting shall be determined by a simple vote for or against. The chairperson of the Board shall determine the specific form and manner of such voting which shall, if appropriate, include (but not be limited to):
- (a) voting by way of Electronic Facility; and/or
  - (b) voting within a specified period in advance of the AGM or SGM. In such circumstances, (i) the period in which voting shall take place shall not be less than [7] days before the AGM or SGM, and (ii) the Competition Secretary shall, in advance of that period commencing, give notice to those entitled to vote of the specific form, manner and period in which voting shall take place.
- 5.2.7 Subject to Rule 4.2.12, in the event of a vote being equal on any matter, the chairperson of the Board shall have a second and/or casting vote.
- 5.2.8 The chairperson of the Board shall chair each AGM or SGM or, if not in attendance, the chairperson shall nominate another member of the Board to chair the AGM or SGM.

### 5.3 Attendance

- 5.3.1 Each member of the Executive Operational Committee and Board shall be entitled to attend any AGM or SGM.
- 5.3.2 Each Club shall have a right to and is required to attend:
- (a) the Joint AGM and each Joint SGM;
  - (b) the League AGM for the League which it:
    - (i) participated in during the previous Playing Season; and
    - (ii) will participate in for the upcoming Playing Season; and
  - (c) each League SGM where it is participating in the League for which the League SGM relates at the time notice of the meeting is given.
- 5.3.3 The Club's attendance at the relevant AGMs and SGMs in Rule 5.3.2 shall be undertaken by its Club Officials. In this regard up to two Club Officials may attend

on behalf of a Club and the Club shall notify the Competition Secretary seven days prior to the relevant AGM or SGM of the names of the persons who shall be in attendance.

5.3.4 Any Club which fails to attend an AGM or SGM which it is required to attend without providing a reason which is satisfactory to the Executive Operational Committee (acting reasonably) shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

5.3.5 The Executive Operational Committee and Board may each invite any person they choose to an AGM or SGM if they consider it to be appropriate but such persons shall not have a right to vote.

5.3.6 The Executive Operational Committee or Board may request that a particular member of a Club's staff attend an AGM or SGM in person and the Club shall use best endeavours to ensure that such persons attend to receive a presentation by or on behalf of the Board or Executive Operational Committee.

#### 5.4 **Postponement**

If, after the sending of the notice of an AGM or SGM but before the meeting is held, the chairperson of the Board, in his or her absolute discretion, considers that it is impracticable, inappropriate or unreasonable for any reason to hold an AGM or SGM at the place or on the date or at the time specified in the notice calling the AGM or SGM, he or she may postpone the AGM or SGM (by notifying those who had a right to attend the AGM or SGM) to another place, date or time or specify that the business to be transacted at the meeting is dealt with in accordance with Rule 5.5.

#### 5.5 **Transactions in writing**

Notwithstanding the provisions of Rules 4 and 5, any business that may be transacted at an AGM or SGM may be transacted in writing outside of an AGM or SGM in a procedure to be specified by the chairperson of the Board. This procedure, as a minimum, shall ensure that those who would have been entitled to attend and vote at the AGM or SGM had it occurred, be afforded the same attendance and voting rights specified in Rules 5.2.3 and 5.3.2.

### 6 **MEMBERSHIP REQUIREMENTS - GENERAL**

6.1 A Club shall be considered a member of the Competitions where it has a right to participate in a Competition in accordance with these Rules and its Club Licence.

6.2 Notwithstanding any provision of The FA Rules, a Club must be incorporated in England and Wales and will not be entitled to participate in the Competitions if it is not so incorporated. Any amendments to the Memorandum and Articles of Association of a Club must be notified to the Competition Secretary in writing within 14 days of the passing of the resolution together with a copy of the change(s).

6.3 A Club must be party to a Tier 1 Licence which is in full force and effect in order to participate in the Tier 1 League or the Cup Competition. A Club must be party to a Tier 2 Licence which is in full force and effect in order to participate in the Tier 2 League or the Cup Competition. A Club must comply with the terms of its Club Licence at all times.

6.4 A Club must be affiliated at all times to a County Association or the Football Association of Wales. Each Club shall notify the Competition Secretary of its affiliation number each year as



soon as practicable after it has received the same and in any event, by no later than 1 July each year.

- 6.5 The Executive Operational Committee will hold a membership register setting out the full name of the company constituting each Club and its registration number. A Club must notify the Competition Secretary of all proposed changes to the information held by the Executive Operational Committee in the membership register including any proposed change of company name. The Executive Operational Committee will provide a copy of its membership register to The FA annually. Failure by a Club to notify the Competition Secretary of all proposed changes shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.
- 6.6 Each Club shall return to the Competition Secretary such other information as is requested by the Competition Secretary from time to time by the date specified by the Competition Secretary. Failure by a Club to comply with this Rule shall result in the Club in default being subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.
- 6.7 Each Club shall communicate the Code of Conduct to its Players and Club Officials shall use reasonable endeavours to ensure that all of its Players and Club Officials comply with the Code of Conduct.
- 6.8 Prior to the start of each Playing Season, a Club must hold a meeting between its Players and Club Officials and representatives of each of:
- 6.8.1 The FA's integrity department; and
  - 6.8.2 The FA's referees department.
- 6.9 Each Club in Tier 1 must enter an Academy Team to participate in the Academy Programme and satisfy all minimum criteria relating to such participation in accordance with the rules and regulations for the Academy Programme published by The FA (as may be amended from time to time).
- 6.10 A Club in Tier 2 may enter a reserve/ development team into a league of their choice and shall notify the Executive Operational Committee if it does so.
- 6.11 The Executive Operational Committee and each Club shall:
- 6.11.1 be committed to promoting inclusivity and to eliminating all forms of discrimination;
  - 6.11.2 not in any manner whatsoever (including through its rules or regulations) unlawfully discriminate against any person within the meaning and scope of the Equality Act 2010 or any law, enactment, order or regulation relating to discrimination (whether by way of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability, or otherwise);
  - 6.11.3 make every effort to promote equality by treating people fairly and with respect, by recognising that inequalities may exist, by taking steps to address them and by providing access and opportunities for all members of the community, irrespective of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability, or otherwise.
- 6.12 Any alleged breach of the Equality Act 2010 must be referred to the appropriate sanctioning

association for investigation.

- 6.13 All Participants shall abide by The FA Safeguarding Children Policy and Procedure, the Safeguarding Children Regulations, The FA Safeguarding Adults Policy and Regulations, The FA's betting rules and The FA Anti-Doping Regulations as amended from time to time.
- 6.14 Except where otherwise mentioned, all communications shall be addressed to the Competition Secretary who shall conduct the correspondence of the Competitions and keep a record of its proceedings. All communications from Clubs shall be sent through their club secretary or general manager.
- 6.15 A Club must at all times attend satisfactorily to the business of the Competitions and/or the correspondence of the Competitions. If a Club fails to satisfactorily attend to the business and/or the correspondence of the Competitions, it shall be liable to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

## **7 MEMBERSHIP REQUIREMENTS – GROUNDS AND PITCHES**

### **7.1 General**

- 7.1.1 Each Club shall have a Ground and such Ground shall (i) where the Club is based in England be situated in England; or (ii) where the Club is based in Wales, be situated in Wales. The Competition Secretary shall send the names and particulars for each Ground to The FA annually by the date appointed by, and in the format required by, The FA.
- 7.1.2 Unless otherwise specified in these Rules or as provided in the Club Licence, a Club shall not play home Competition Matches at a ground other than its Ground, without the prior approval of The FA.
- 7.1.3 A Club's Ground shall be available for all home Competitions Matches which a Club is due to participate in.
- 7.1.4 Each Club shall register its Ground and its Pitch dimensions, with the Executive Operational Committee prior to the start of each Playing Season. It will be misconduct on the part of a Club to alter its Pitch dimensions during a Playing Season unless it obtains the prior written consent of the Executive Operational Committee. The Executive Operational Committee may at any time require a Club, at its own cost, to submit a report from a qualified independent source certifying the Pitch dimensions.
- 7.1.5 A Club's Ground must comply with the Ground Regulations for the League in which it plays and the terms of its Club Licence. Only Clubs which comply with the relevant Ground Regulations and their Club Licence in full will be eligible to play in the Competitions.
- 7.1.6 A Club's Ground must also comply with any relevant COVID-19 Protocols as and when instructed to do so by the Executive Operational Committee. Only Clubs which comply, when instructed, with the relevant COVID-19 Protocols in full will be eligible to play in the Competitions.
- 7.1.7 The Executive Operational Committee shall establish a procedure for inspecting Clubs' Grounds from time to time to ensure that the standards required in the Ground Regulations for the Ground and any relevant COVID-19 Protocols are

maintained.

- 7.1.8 The Executive Operational Committee shall determine the time by which all Clubs must attain the standards provided for in the Ground Regulations for the following Playing Season.
- 7.1.9 A Club shall ensure that its Ground has all licences, permits and certificates required for the staging of each Competition Match (including but not limited to the relevant fire, health and safety, local authority and alcohol licences, permits and certificates) and that these are complied with in full such that the Ground is fully compliant with all applicable legislation and regulations for the duration of the Competition Match.
- 7.1.10 No alcohol shall be consumed in view of the Pitch before, during or after a Competition Match. Glasses, glass bottles and cans containing alcohol must not be brought into the Ground or taken into any area of the Ground in view of the pitch.

## 7.2 **Alternative grounds**

- 7.2.1 If at any point the Ground is or will not be available for home Competition Matches, inspection or falls below the standards required in the Ground Regulations, the COVID-19 Protocols or Club Licence (including in relation to usage), the Club must immediately submit to the Executive Operational Committee in writing its proposal for a ground at which its home Competition Matches are to be played (“**Alternative Proposal**”).
- 7.2.2 The Alternative Proposal must contain documentary evidence in support of any ground sharing arrangements and evidence that the proposed Ground is demonstrably suitable for the Competitions and Competition Matches and that it satisfies the standards set out in the Ground Regulations, any relevant COVID-19 Protocols and Club Licence.
- 7.2.3 The Alternative Proposal shall be considered by the Executive Operational Committee at the earliest opportunity and, if it is considered suitable, recommended to and approved by the Board. The Board shall notify the Club that the Alternative Proposal is approved. The Board may attach any conditions to such approval as it considers appropriate.
- 7.2.4 Unless the Board considers it appropriate in the circumstances to waive any of the foregoing, any approval of the Alternative Proposal will be subject to the Executive Operational Committee being satisfied that the ground in the Alternative Proposal complies with the Club Licence and meets the standards required in the Ground Regulations and any relevant COVID-19 Protocols. The Executive Operational Committee will use reasonable endeavours to ensure a person nominated by it inspects such ground after receiving the Alternative Proposal and prior to the Executive Operational Committee meeting where it is considered, but if it is unable to do so, any approval of the Alternative Proposal will be subject to the Board being satisfied that the ground in the Alternative Proposal complies with the Club Licence and meets the standards required in the Ground Regulations and any relevant

COVID-19 Protocols.

7.2.5 In the event that:

- (a) the Club does not comply with Rule 7.2.1; or
- (b) the Alternative Proposal is not approved,

the Club shall be deemed to be in material breach of these Rules.

### 7.3 **Moving to a new Ground**

7.3.1 No Club shall permanently move to a ground (other than the Ground) without first obtaining the written consent of the Executive Operational Committee; such consent not to be withheld unreasonably. In considering whether to give such consent the Executive Operational Committee shall have regard to all the circumstances of the case and shall not grant consent unless it is reasonably satisfied that the move to a new ground:

- (a) would be consistent with the objectives of the Competitions;
- (b) would be appropriate having in mind the relationship (if any) between the locality with which by its name or otherwise the applicant Club is traditionally associated and that in which such Club proposes to establish its Ground;
- (c) would not adversely affect such Club's Club Officials, Players, supporters, shareholders, sponsors and others having an interest in its activities;
- (d) would not have an adverse effect on visiting Clubs;
- (e) would not adversely affect Clubs or clubs having their registered Ground or ground in the immediate vicinity of the proposed location;
- (f) would enhance the reputation of the Competitions and promote the game of association football generally; and
- (g) would ensure a high standard of stadia in the Competitions (including that the proposed ground meets the Ground Regulations).

7.3.2 The Club must disclose to the Executive Operational Committee, as soon as practicable, plans and details of any proposed move to a new ground.

7.3.3 Without prejudice to the provisions of Rule 7.3.1 a Club shall forthwith notify the Executive Operational Committee of any proposed change in its circumstances relating to the occupation of its Ground. By way of example, and without limitation, a proposed change may include a sale of any freehold interest (with or without subsequent leaseback) or any surrender or variation of a lease or licence.

### 7.4 **Ground Sharing**

7.4.1 A Club's Ground may be shared with another Club or any other club (including a club engaged in another sport) provided that:

- (a) the consent of the Executive Operational Committee is obtained in advance

and the remainder of this Rule 7.4 is complied with; and

- (b) the Club complies at all times with the provisions of the Club's Club Licence and applicable Ground Regulations and any relevant COVID-19 Protocols.

7.4.2 A Club will not be permitted to ground share to gain promotion or to avoid relegation.

7.4.3 Ground sharing may not be permitted by the Executive Operational Committee when one of the sharers retains the use of another ground unless the Club seeking to share can show by means of a refused planning permission or similar that it cannot meet the requirements of the Ground Regulations at that other ground.

7.4.4 Any Ground sharing arrangement for a period exceeding 13 weeks must be in writing and the written agreement must be sent to the Executive Operational Committee for approval before being entered into and (except in an emergency) must be completed by the Board meeting held in January each year to be effective for the following Playing Season. A copy of the completed signed and dated agreement must be received by the Competition Secretary within 14 days of the approval being sent to the Club.

## 7.5 **The Pitch**

Competition Matches shall be played on:

7.5.1 a Grass Pitch; or

7.5.2 where the Competition Match is hosted by a Club in the Tier 2 League an Artificial Pitch,

and in each case where the Pitch complies with the requirements of these Rules.

## 7.6 **Pitch and Ground Maintenance**

Each Club is responsible for the maintenance of its Pitch and for the general maintenance of its Ground. Each Club must ensure that adequate arrangements are in place to maintain its Pitch in good order and as required under these Rules.

## 7.7 **Pitch Standards**

7.7.1 All Pitches must be flat and free from surface depressions and excessive undulations. The maximum slopes allowable shall not exceed an even gradient of vertical to horizontal 1:41 in any direction.

7.7.2 The relevant Club shall take such steps as the Board may specify from time to time if the Board is not satisfied that the Pitch is being maintained to an adequate standard, including but not limited to the Board commissioning an independent report (including a Pitch Test) on the state of the Pitch, the cost of such independent report to be borne by that Club.

## 7.8 **Artificial Pitches**

7.8.1 Subject to Rule 7.8.2, where an Artificial Pitch is to be used for a Competition Match hosted by a Club in the Tier 2 League, it must have been awarded a FIFA Quality /FIFA Quality Pro Certificate (or the previous FIFA Recommended Two-Star Certificate or an equivalent International Artificial Turf Standard ("IATS"))

accreditation or an International Match Standard (“**IMS**”) and conform to the requirements of the Laws of the Game.

- 7.8.2 A Club which has a Pitch with the FIFA Quality Certificate (or the previous FIFA Recommended One-Star Certificate or an equivalent IATS accreditation) which was installed before 1 November 2016 can be promoted to, and participate in, Tier 2 using the Pitch provided that it undertakes that upon renewal of the Pitch that the Club will install a Pitch with a FIFA Quality Pro Certificate or be relegated to the appropriate step.
- 7.8.3 Without prejudice to the obligations set out in Rules 7.7.1 and 7.7.2, Clubs that have an Artificial Pitch shall:
- (a) take such steps and/or refrain from such actions as are necessary to ensure that the Artificial Pitch continues to meet the requirements in Rules 7.8.1 or 7.8.2 at all times during each Playing Season including, without limitation, complying with all requirements of the FIFA Quality Programme;
  - (b) where required, undertake Pitch Tests and:
    - (i) procure that the FIFA accredited field test institute undertaking any Pitch Test provides to the Competition Secretary a copy of their official reports to FIFA immediately following completion of the Pitch Test; and
    - (ii) provide a copy of the FIFA Quality Pro Certificate (or where Rule 7.8.2 applies, the FIFA Quality Certificate), by 1 February prior to the commencement of each Playing Season; and
  - (c) co-operate with all reasonable requests made by the Executive Operational Committee, the Board, The FA or FIFA for the performance of the Artificial Pitch to be measured.
- 7.8.4 Where the Executive Operational Committee is aware, by whatever reason, that an Artificial Pitch fails to meet the requirements in Rules 7.8.1 or 7.8.2, including following any Pitch Test, the Club shall forthwith, at its cost, take such steps as the Executive Operational Committee shall specify to ensure the Artificial Pitch is restored to such requirements.
- 7.8.5 Where a Club has an Artificial Pitch installed, any visiting Club is allowed to train, at no cost to that visiting Club, on the Artificial Pitch on the day before the relevant Competition Match or at a mutually agreed time. The length of this training session may not exceed one hour, unless agreed otherwise with the home Club. The visiting Club must notify the home Club of its intention to exercise this right no later than two weeks prior to the scheduled Competition Match (or within 48 hours of the arrangement of the fixture, if later).
- 7.8.6 Rule 11.3 shall apply where a breach of any of the requirements of Rules 7.7.1 to 7.8.5 results in the postponement or abandonment of a Competition Match.
- 7.8.7 The Executive Operational Committee shall have the right to order the postponement of a Competition Match where the Artificial Pitch fails to meet the requirements in Rules 7.8.1 or 7.8.2. In such circumstances the Club shall be

considered to have failed to fulfil an engagement to play a Competition Match and Rule 11.3.19 shall apply.

7.8.8 Where a Club proposes to install an Artificial Pitch (or replace an existing Artificial Pitch) the following shall apply:

- (a) the Club shall disclose to the Executive Operational Committee, as soon as reasonably practicable but in any event not later than seven days following the Club's final match of the Playing Season preceding the scheduled commencement of installation, full details of the proposed contractor installing the Artificial Pitch and the timescales for installation. The proposed Artificial Pitch must have a design and specification that is capable of attaining the FIFA Quality Pro Certificate following installation;
- (b) no installation works shall commence until such time as the Executive Operational Committee has approved the proposed installation and the timetable thereof. Installation may only take place outside the Playing Season;
- (c) installation must be scheduled to be completed in sufficient time to enable the completion of a Pitch Test and for confirmation of the results thereof to be supplied to the Executive Operational Committee no later than 14 days prior to the commencement of the upcoming Playing Season;
- (d) the Club shall procure that:
  - (i) a Pitch Test is carried out on the newly installed Artificial Pitch; and
  - (ii) the FIFA accredited field test institute provides the Executive Operational Committee with a copy of its official reports to FIFA immediately following completion of the Pitch Test; and
- (e) the Club shall provide a copy of the FIFA Quality Pro Certificate within seven days of receipt to the Competition Secretary.

## 7.9 Pitch Protection

7.9.1 In order to protect any Pitch, unless otherwise mutually agreed between both participating Clubs, the following procedures shall be adopted by Players and Club Officials in the periods immediately before and after a Competition Match and at half time:

- (a) the Pitch shall only be used for warming up or warming down by Players named on the Team Sheet;
- (b) pre-match warming up by either team shall not commence until 45 minutes before the kick-off time at the earliest, shall not last for more than 30 minutes and shall end no later than 10 minutes before the kick-off time;
- (c) if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
- (d) the goalmouth area shall be used by goalkeepers only if portable goals are not provided or for crossing practice and then only for not more than 20

minutes;

- (e) for the purposes of warming up and warming down each team shall use only part of the Pitch between the edge of a penalty area and the half way line or as otherwise directed by the grounds man;
- (f) all speed and stamina work shall be undertaken off the Pitch parallel to the touchline opposite the side to be patrolled by the assistant referee or, in the absence of sufficient space, in that part of the Pitch described in Rule 7.9.1(e) or as otherwise directed by the grounds man;
- (g) Players using the Pitch at half time shall give due consideration to any other activity or entertainment taking place on the Pitch at the same time;
- (h) the home Club may water the Pitch at half time provided it gives reasonable notice to the Referee and the away Club that it intends to do so and that any such watering is carried out evenly over the entire length and width of the Pitch; and
- (i) any warming down after the conclusion of the Competition Match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used.

## **8 PLAYERS**

8.1 The FA Rules and Regulations will apply in respect of all matters concerning Players.

### **8.2 Player Registrations**

8.2.1 A Player shall not be eligible to play for a Club in any Competition Match unless the Player is registered to play for the Club in the Competitions in accordance with these Rules and the Player is included the Club's Squad Cap (except where permitted by Rule 8.10).

8.2.2 A Player shall be deemed to be registered to play for the Club in the Competitions and included in the Club's Squad Cap upon receipt of both The FA's and the Competition Secretary's confirmation to that effect. Any loan registration must also be approved by The FA before that Player can be considered eligible to play.

8.2.3 For a Player to be registered to play for a Club in the Competitions, the Club must have sent to the Competition Secretary in accordance with these Rules:

- (a) Non-Contract Player:
  - (i) the relevant Competition registration form signed by an authorised signatory of the Club and the Player (such signature to be witnessed by a second person);
  - (ii) a copy of the relevant transfer forms or cancelation forms (where applicable) as specified in these Rules. Copies of these forms should be sent to The FA player status department at the same time as the Competition Secretary; and



- (b) Contract Player:
- (i) the relevant registration form as specified in these Rules and FA rules which has been duly completed and signed by an authorised signatory of the Club and the Player (such signature to be witnessed by a second person);
  - (ii) a copy of the relevant transfer, loan or cancellation forms (where applicable) as specified in these Rules. Copies of these forms should be sent to The FA player status department at the same time as the Competition Secretary; and
  - (iii) the Player's Playing Contract (in the case of a Contract Player),

and such documents must be approved and registered by the Competition Secretary and The FA, where applicable, in accordance with these Rules.

- 8.2.4 Subject to Rule 8.4, the deadline for submission to the Competition Secretary via the online player registration system of all duly completed documents referred to in Rule 8.2.3 shall be not less than four hours before the scheduled kick-off time of the Competition Match in which the Player is due to play or, if the Competition Match is on a Saturday, Sunday or bank holiday, by 16:00 on the last week-day before the Competition Match in which the Player is due to play. In exceptional circumstances, an extension to this deadline may be granted by the Executive Operational Committee. Where these documents are not received in accordance with the above, the relevant Player shall not be eligible to play. Rule 8.14 shall apply if an ineligible Player plays in a Competition Match.
- 8.2.5 It is the responsibility of the Club to ensure a Player participating in a Competition Match for it is not registered with any other Club. When the Player was previously registered with another Club it is necessary for that Club to complete the relevant transfer form or to have completed the relevant cancellation of registration form prior to or at the same as the registration to the new Club.
- 8.2.6 It is the responsibility of all Clubs to ensure any Player signing a registration form has, where necessary, the required International Transfer Certificate.
- 8.2.7 Clubs are responsible for all Players being correctly registered and ensuring that they are so registered before any Player is fielded in a Competition Match. Fielding an unregistered Player in a Competition Match shall constitute fielding an ineligible Player and Rule 8.14 shall apply.
- 8.2.8 A reference to a relevant registration form or cancellation form in these Rules shall mean the form prescribed by the Competition Secretary for that type of registration (for example a loan, permanent or Academy/Reserve Player registration) or registration cancellation (as applicable). Registration forms will be made available to Clubs by the Competition Secretary. The status of a Player must be clearly stated on the registration form provided to the Competition Secretary.
- 8.2.9 Player registration must be submitted to the Competition Secretary and The FA via the online player registration system so that they are received by the Competition Secretary and The FA within five days of having been signed by the Player. Breach of this Rule shall be subject to a fixed penalty in accordance with the Table of

#### Summary Offences and Sanctions.

- 8.2.10 Original registration forms must be retained by the Club. The Competition Secretary has the power to call for inspection of the original registration form should they wish to do so. If a Club fails to comply with the provisions of this Rule, the Player shall not be eligible to play in the Competitions. The original registration form, if sent to the Competition Secretary must contain the same information as the registration form that was sent by email. If a Club fields a Player for which falsified registration forms have been submitted, that Club will be deemed to have fielded an ineligible Player and Rule 8.14 shall apply.
- 8.2.11 The registration of a Non Contract Player to participate in the Competitions with a Club will terminate at the end of that Playing Season or where transferred or cancelled in accordance with these Rules.
- 8.2.12 The registration of a Contract Player to participate in the Competitions with a Club shall terminate:
- (a) upon it being transferred in accordance with these Rules;
  - (b) in the case of a Contract Player registered on loan with a Club, when the loan terminates or expires;
  - (c) in the case of an Out of Contract Player in respect of whom the Conditions have been satisfied, upon a transferee club effecting her registration;
  - (d) in the case of an Out of Contract Player in respect of whom the Conditions have not been satisfied, on the expiry of her contract; or
  - (e) in the case of a Terminated Player on receipt by the Competition Secretary of a copy of the relevant FA form.
- 8.2.13 It shall be a breach of these Rules for:
- (a) a Contract Player to play for more than one Club in the Competitions in the same Playing Season without first being transferred in accordance with these Rules; or
  - (b) any Player to be registered for more than one Club in the same League at the same in time;
  - (c) any Player to sign or submit a registration form that the Player had wilfully neglected to accurately or fully complete.

Breach of this Rule 8.2.13 shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

- 8.2.14 In addition to Rule 8.2.13, the Executive Operational Committee shall have the power in its absolute discretion to refuse, cancel or suspend the registration of any Player or fine a Player who is found to have breached any rules or regulations concerning Player registrations (subject to the right of appeal as set out in Rule 8.18).
- 8.2.15 A Player may only play under her correct status (being a Contract Player or Non

Contract Player). Any change of a Player's status during the currency of a registration must be notified to the Competition Secretary within five days of the change of registration being affected.

- 8.2.16 In the event of a Player changing her status with the same Club either from Contract Player to a Non Contract Player or from Non Contract Player to a Contract Player, that Player must sign a new relevant registration form and be re-registered. If such a Player is not re-registered, the Player will be ineligible to play in a Competition Match and Rule 8.14 shall apply in respect of Clubs who play a Player who has changed status without re-registering.
- 8.2.17 A Contract Player whose registration at a Club (the "**Cancelling Club**") is cancelled by mutual consent and who is subsequently re-registered by any Club as a Non Contract Player, shall not be registered as a Contract Player with the Cancelling Club within three months of the date of the relevant cancellation, except with the consent of the Executive Operational Committee.
- 8.2.18 The Executive Operational Committee shall have the power to refuse or cancel the registration of any Player it considers guilty of undesirable conduct or where a Player brings any of the Competitions into disrepute. For the purposes of this Rule, bringing any of the Competitions into disrepute means that the Player has received in excess of 112 days suspension, or 10 matches in a period of two years or less from the date of the first offence. Undesirable conduct shall mean incidents of repeated conduct which may deter others (including corporate entities) from being involved in the Competitions. The right of the Executive Operational Committee pursuant to this Rule 8.2.18 is subject to a right of appeal to The FA.
- 8.2.19 The Executive Operational Committee shall also have the power to place an Embargo on any Club deemed to be in breach of these Rules regarding Players. Where a Club has been subject to an Embargo that is on-going (if applied by the Executive Operational Committee or otherwise) then the Embargo shall continue to apply until the Club can demonstrate to the satisfaction of the Executive Operational Committee that the circumstances that resulted in the Embargo no longer apply.
- 8.2.20 Any new registrations or transfers of registrations received after 5 pm on the fourth Thursday in March of each Playing Season will be declined, The Executive Operational Committee shall have the power to reconsider, on request, and approve any declined registrations or transfers, subject to such limitations and restrictions as the Executive Operational Committee may determine.

### 8.3 **Player Status**

- 8.3.1 The status of a Player shall be:
- (a) Contract Player; or
  - (b) Non Contract Player.
- 8.3.2 A Contract Player must be engaged on a Playing Contract. All contracts and financial arrangements shall comply with Rule C1 of The FA Rules and be in the full name of the Club including the Club's registered number.
- 8.3.3 Rule C2 of The FA Rules in respect of Non Contract Players shall apply to the

## Competitions.

### 8.4 Registration period

- 8.4.1 Subject to Rule 8.4.2, the Board shall nominate two periods for each Playing Season in which Contract Player registrations and transfers are permitted. The first of which shall commence prior to the start of each Playing Season (the “**First Transfer Window**”) and the second shall commence during the Playing Season (the “**Second Transfer Window**”) (together the “**Transfer Windows**”). The Board shall notify the Clubs of the dates of the Transfer Windows for each Playing Season.
- 8.4.2 The First Transfer Window shall commence either:
- (a) In respect of any application to register a Player who requires an International Transfer Certificate, at midnight on the date 12 weeks prior to the date on which it is to conclude ; or
  - (b) In respect of any application to register a Player that does not require an International Transfer Certificate, at midnight on the last day of the immediately preceding Season.
- 8.4.3 Subject to Rule 8.4.1, Contract Player registrations and transfers, and any registrations or transfer of Non Contract Players who require an International Transfer Certificate, shall only take place during a Transfer Window.
- 8.4.4 Notwithstanding Rules 8.4.1,8.4.6 and 8.7.1:
- (a) the Executive Operational Committee shall give reasonable consideration to a request from any Club to (i) transfer the registration of a Contract Player, or a Non Contract Player who requires an International Transfer Certificate (in each case either on a permanent basis, or on a temporary basis of 1 or 2 weeks), outside of a Transfer Window or (ii) register a Non Contract Player who does not require an International Transfer Certificate after 5 pm on the fourth Thursday in March, in circumstances where the Player to be transferred is a goalkeeper and where, as a result of injuries, the relevant Club has less than two fully fit goalkeepers (not including registered Academy Players) available for selection for Competition Matches. Where the Executive Operational Committee grants its consent to such a transfer or registration, it shall be subject to such limitations and restrictions as the Executive Operational Committee may determine in its absolute discretion and the goalkeeper so transferred or registered shall only be considered eligible to play in the Competition Matches for which permission has been granted by the Executive Operational Committee; or
  - (b) the Executive Operational Committee shall give reasonable consideration to (i) a request from any Club to transfer the registration of a Contract Player, or a Non Contract Player who requires an International Transfer Certificate, outside of a Transfer Window or (ii) a request to register a Non Contract Player who does not require an International Transfer Certificate after 5pm on the fourth Thursday in March in circumstances where the Player to be transferred or registered was last registered with a Club (or club) which has ceased to trade, irrespective of whether it ceased to trade during a Transfer

Window or otherwise.

- 8.4.5 Subject to Rule 8.4.6, Non Contract Players who do not require an International Transfer Certificate are permitted to transfer or register with any Club at any point; transfers and registrations of such Non Contract Players are not restricted to the Transfer Windows.
- 8.4.6 Except where approved under Rule 8.4.4, or otherwise approved by the Executive Operational Committee, where any new registration of a Non Contract Player, who does not require an International Transfer Certificate, is received by the Competition Secretary after 5pm on the fourth Thursday in March in each Playing Season, that Non Contract Player will not be eligible to play in any Competition Match in that Season.
- 8.4.7 Where (i) a Player's registration has expired or was cancelled at any time prior to the end of a Transfer Window, and (ii) she has not been registered with any Club or club since, that Player shall be permitted to register with a Club outside of the Transfer Windows.

## 8.5 **General Registration Provisions**

- 8.5.1 Each Club participating in the Tier 1 League shall have at least 18 Contract Players registered to play for it in the Competitions by the date on which the First Transfer Window closes and at all times throughout the Playing Season.
- 8.5.2 Each Club shall have at least 11 Players registered to play for it in Competitions 14 days before the start of each Playing Season and at all times throughout the Playing Season.
- 8.5.3 A Player may not be registered to play in the Competitions before she has reached her 16th birthday.
- 8.5.4 In the event of a Player signing registration forms for more than one Club, priority of registration shall decide for which Club she is entitled to play. The Club submitting the later form shall be notified of the prior registration of the Player, and the circumstances under which the registration forms were signed shall be investigated by the Executive Operational Committee. Any Player found to have signed registration forms for more than one Club shall be considered in breach of Rule 8.2.13. Any Club found to have knowingly induced a registered Player of another Club to sign a registration form shall be in breach of these Rules and shall be referred to an Independent Tribunal for determination pursuant to Rule 3.7.1(d).
- 8.5.5 If a Non Contract Player has concurrent registrations for a Club and a club which does not participate in the Competitions, her registration for the Competitions may be retained by the Club.
- 8.5.6 The Executive Operational Committee may place an Embargo on any Club which has overdue payables to another Club (or club) in relation to a transfer or loan, which have not been Secured.

## 8.6 **Transfers**

- 8.6.1 A transfer for the purposes of these Rules shall include permanent and loan

transfers (unless otherwise specified).

- 8.6.2 The incoming transfer of a Contract Player to a Club must take place as permitted in Rule 8.4, be in writing, on the relevant transfer form, signed by the Contract Player and the two clubs, and the form together with the Contract Player's Playing Contract must be forwarded to the Competition Secretary and The FA for approval and registration via the online player registration system. A transferring Contract Player shall not become eligible to play in the Competitions for a Club until the relevant transfer form has been approved and registered by the Competition Secretary and The FA via the online player registration system and Rule 8.2 has been complied with.
- 8.6.3 A reference to a relevant transfer form in these Rules shall mean the particular transfer form prescribed by the Competition Secretary for that type of transfer (for example a loan transfer or permanent transfer). These forms shall be made available to Clubs by the Competition Secretary.
- 8.6.4 Transfers forms must be sent to the Competition Secretary and The FA via the online player registration system so that they are received by the Competition Secretary and The FA within three days of having been signed.
- 8.6.5 If a Player's Playing Contract is cancelled by mutual consent, the Club shall send the Competition Secretary and The FA via the online player registration system of a copy of the relevant cancellation form, at which point the registration of a Contract Player shall be automatically cancelled.
- 8.6.6 Upon cancellation of a Club's registration of a Contract Player, the Club must immediately provide written notification, signed by an authorised signatory of the Club, to the Competition Secretary and The FA via the online player registration system.
- 8.6.7 The transfer of a registration of a Non Contract Player who does not require an International Transfer Certificate from one Club to another can take place at any time subject to the relevant transfer form, signed by the Non Contract Player and the two Clubs, being forwarded to the Competition Secretary via the online player registration system for approval and registration. A transferring Non Contract Player shall not become eligible to play for a Club until the relevant transfer form has been sent to, and approved and registered by, the Competition Secretary via the online player registration system and Rule 8.2 has been complied with. A Non Contract Player whose registration for a Club is cancelled or transferred for any reason whatsoever cannot, without the consent of the Executive Operational Committee, return to that Club until a minimum of 14 days has elapsed from the date of the cancellation or transfer.
- 8.6.8 A Club cannot register the transfer of a Player unless that Player has been registered with the transferor Club for at least 14 days, unless that Player is a goalkeeper.
- 8.6.9 Except when specific approval has been given by the Executive Operational Committee a Club cannot register more than one Player (whether a Contract Player or Non Contract Player) by way of transfer from any other Club within any 14 day

period.

- 8.6.10 When any Player is transferred between Clubs (or between Clubs and clubs) it is the responsibility of each Club to ensure that the Competition Secretary and The FA, where relevant, receives copies of all relevant documents pertaining to the transfer including full details of any payment schedules agreed in writing via the online player registration system or otherwise between the two Clubs. Should a Club fail to meet the payment schedules lodged with the Competition Secretary, an Embargo on further Players' registrations may be placed upon the defaulting Club together with a one percent levy per day on the outstanding payments.
- 8.6.11 Any Player intending to register for a Club shall not be permitted to do so without first providing evidence to the Club which she intends to register with that she has discharged all financial liabilities (if any) to her previous club or Club (if any). A Club is not permitted to register a Player without first ascertaining that such liabilities have been discharged to the satisfaction of the relevant Club or club.
- 8.6.12 In the event of an objection to a transfer, the matter shall be referred to the Executive Operational Committee for a decision.

## 8.7 Loans Transfers

- 8.7.1 Subject to Rule 8.4.4, Clubs shall only be permitted to register Contract Players to play for them on a temporary or loan basis in the Competitions on Long Terms Loan up to maximum number permitted in Rule 8.8.
- 8.7.2 Long Term Loans of Contract Players shall be permitted to or from:
- (a) Clubs in membership of the Competitions;
  - (b) any other league authorised by The FA from time to time; or
  - (c) subject to Rule 8.7.3, an International Club (an "**International Loan**")
- 8.7.3 Clubs may sign players on International Loans in accordance with the principles set out in Article 10 of the FIFA Regulations on the Status and Transfer of Players subject to the following:
- (a) The transferee Club shall identify whether the signing of the player from an International Club is a permanent transfer or an International Loan. Players may not be signed from an International Club on any other basis.
  - (b) Players signed on International Loan must sign a Playing Contract with the transferee Club (as provided for at Rule 8.3.2).
  - (c) The transferee Club shall comply with the FIFA Regulations on the Status and Transfer of Players.
- 8.7.4 The loans as are provided for in Rule 8.7.1 shall be on such terms and conditions as shall be mutually agreed by the two clubs and the Contract Player. A relevant transfer form shall be required for a loan transfer. Different forms are required for loan transfers between clubs in the same League and those in different Leagues or competitions. The relevant transfer form should be completed and delivered in

accordance with Rules 8.6 and 8.2.

- 8.7.5 The Contract Player being taken on loan must sign a relevant registration form which shall be valid for the full period of the loan, including any extension to the loan period. A relevant cancellation form must be used to prematurely end the loan period. The loan registration for a Contract Player to play in the Competitions for the transferee Club will automatically be cancelled at the end of the loan period at which time and the registration shall automatically revert to the transferor Club.

## 8.8 Long Term Loans

- 8.8.1 In each Playing Season a Club can register up to a maximum of six Contract Players on Long Term Loans to play for the Club in the Competitions, subject to the following:

- (a) A maximum of three players can be registered on Long Term Loans simultaneously from the same club.
- (b) A maximum of two outfield players over the age of 23 can be registered on Long Term Loans.

- 8.8.2 Long Term Loan transfers shall only be approved provided that:

- (a) the duration which the Contract Player can play for the transferee Club in the Competitions pursuant to the Long Term Loan is for a Half Season or a full Playing Season
- (b) any recall clause requiring the early termination of a Long Term Loan can only be included in a Long Term Loan entered into for a full Playing Season and this can only be activated during the Second Transfer Window;
- (c) any other early termination of a Long Term Loan must be by way of mutual agreement in writing (including by way of a recall clause within a loan agreement) between the transferor club and the transferee club and the Contract Player but can only be completed after the expiry of 28 days and only during a Transfer Window (but subject to Rule 8.9.2(d));
- (d) a Contract Player whose Long Term Loan expires (or terminates) at the end of the Playing Season of the transferee club but prior to the completion of the Competition Matches of the transferor club (where it is Club) will not be eligible to play in Competition Matches for the transferor club in that Playing Season; and
- (e) notwithstanding the provisions of Regulation 8.9.2(b), a Long Term Loan of a goalkeeper (but not otherwise) may be subject to a recall clause exercisable at any time. Any recall may only be implemented in extenuating circumstances and with the consent of the Executive Operational Committee, such extenuating circumstances to be determined in the Executive Operational Committee's absolute discretion. A goalkeeper shall not be permitted to resume any Long Term Loan following the exercise of a recall.

- 8.8.3 To extend the period of any Long Term Loan transfer a further relevant transfer form must be completed and copies sent to the Competition Secretary and The FA via



the online player registration system.

## 8.9 Squad Cap

- 8.9.1 A maximum of 25 Players (including Players on Long Term Loan) may be registered to play for a Club in the Competitions at any one time during a Playing Season (the "Squad Cap").
- 8.9.2 Players on Long Term Loan to a transferee club do not count against the transferor Club's Squad Cap.
- 8.9.3 Subject to Rules 8.9.4 to 8.9.8 and 8.11.4, if a Player is registered to play for a Club in the Competitions for the Playing Season, that Player shall continue to count towards the Squad Cap for that Club for the remainder of the Playing Season even if that Player stops playing or is no longer registered for the Club during the Playing Season for any reason.
- 8.9.4 Clubs may remove or replace any number of Players in its Squad Cap outside the Playing Season.
- 8.9.5 During the Second Transfer Window, each Club shall be entitled to remove or replace a maximum of three Players who have previously been registered and included in its Squad Cap for that Playing Season by updating the online player registration system. Once a Player has been removed from the Squad Cap in accordance with this Rule 8.9.5 such Player shall no longer be eligible to play in the Competitions for the Club and will not count towards the Club's Squad Cap.
- 8.9.6 The Executive Operational Committee may on a case by case basis and in its sole discretion, upon application by a Club:
- (a) approve an increase in the Squad Cap for a Club for the remainder of the Playing Season (such approval will be valid for that Playing Season only); and/or
  - (b) approve the removal of a Player from a Club's Squad Cap for the remainder of the Playing Season with that Player no longer counting towards the Club's Squad Cap (outside of the three Players referred to in Rule 8.9.5).
- 8.9.7 Any Club wishing to request an increase or removal in accordance with Rule 8.9.6 must submit a written request to the Competition Secretary, along with all supporting information and documentation in respect of its request. The Executive Operational Committee may approve or refuse any such request in its absolute discretion, and may make any approval subject to such limitations, restrictions and conditions as it sees fit.
- 8.9.8 Without prejudice to what is set out at Rule 8.9.7 and the ability of the Executive Operational Committee to approve applications in other circumstances, applications may be made under Rule 8.9.7 in the following circumstances:
- (a) where the Player is deemed to have a long-term injury, as confirmed in

writing by a qualified doctor;

- (b) where the Player is pregnant, as confirmed in writing by a qualified doctor; or midwife; or
- (c) where the Player is registering for an International Club and the Player's de-registration is a condition of international clearance.

#### 8.10 Home Grown Players

- 8.10.1 By Playing Season 2021/22, each Club in The FA WSL shall be required to register a minimum of eight Home Grown Players as part of their Squad Cap.
- 8.10.2 By Playing Season 2021/22, each Club in The FA WC shall be required to register at least the minimum number Home Grown Players as part of their Squad Cap as set out below.

<b>A</b>	<b>B</b>
<b>Number of Players who are registered in the Squad Cap</b>	<b>Minimum number of registered Home Grown Players required</b>
25	15
24	14
23	14
22	13
21	13
20	12
19	11
18 and under	11

#### 8.11 Academy/ Reserve Players

- 8.11.1 Each Club shall be entitled to register any number of Academy/Reserve Players during each Playing Season who, subject to the below, may participate in Competition Matches.
- 8.11.2 If a Club intends to select an Academy/Reserve Player for a Competition Match it must complete a relevant registration form and ensure that it is received and approved by the Competition Secretary in accordance with Rule 8.2.4.
- 8.11.3 Where registered and subject to Rule 2.4, a maximum of 5 Academy/Reserve players may be included on a Club's Team Sheet for each Competition Match.
- 8.11.4 Where registered, an Academy/Reserve Player may participate in any number of Competition Matches without being included in a Club's Squad Cap.
- 8.11.5 An Academy/Reserve Player will be considered to have participated in a Competition Match if they are included in the starting 11 or appear on the field of play as a substitute in a Competition Match.

#### 8.12 List of Players and transfer list

- 8.12.1 A Club shall keep a list of the Players it registers and a record of the games in which

each Player has played. A Club shall produce this list upon demand by the Executive Operational Committee.

- 8.12.2 Clubs shall also complete the standard Competitions forms and any other forms or questionnaires required by the Executive Operational Committee and return these to the Competition Secretary by the same date as is set out at Rule **Error! Reference source not found.**

### 8.13 **Substitute Players**

8.13.1 A substitution can only be made when play is stopped for any reason and the Referee has given permission. A Club at its discretion may use five substitute Players during a Competition Match, subject to the conditions set out in Law 3 of the Laws of the Game. For the avoidance of doubt, each Club has no more than three substitution opportunities in each Competition Match (in addition to the ability to make substitutions at half time and any concussion or additional substitutions in accordance with Rule 8.13.2). Where both teams make a substitution at the same time, this will count as a used substitution opportunity for each team. When a Club is making a substitution the Club shall be required to use a board to show the number of the Player to be substituted and the number of the substitute Player.

8.13.2 If a Player suffers concussion (or potential concussion), the Player's Club and its opponent shall be permitted to use concussion and additional substitution(s) in accordance with the relevant IFAB protocol adopted by the League, in force from time to time, and as notified to Clubs. For the avoidance of doubt, any concussion or additional substitutions made in accordance with this Rule may be used in addition to the substitutions permitted by Rule 8.13.1 above.

8.13.3 A maximum of nine substitutes may be nominated for each Competition Match and they must be included on the official Team Sheet handed to the Referee before the Competition Match in accordance with Rule 11.2.8. A substitute may not be used to replace a Player who has been suspended or ejected from the Competition Match by the Match Officials.

8.13.4 If a Player does not take part in the Competition Match for which she is a nominated substitute she shall be deemed as not having played for the Club in that Competition Match.

### 8.14 **Playing an ineligible player**

8.14.1 Any Club found to have played an ineligible Player in a Competition Match or Competition Matches shall be in breach of these Rules and the matter shall be referred to an Independent Tribunal for determination pursuant to Rule 3.7.1(d).

8.14.2 Subject to Rule 8.14.3, the Independent Tribunal may:

- (a) order that any points gained from that Competition Match or Competition Matches are deducted from its record up to a maximum of 12 points;
- (b) order that any such Competition Match or Competition Matches be replayed

on such terms as are decided by the Independent Tribunal; and/or

(c) make any such other order that the Independent Tribunal may decide.

8.14.3 The Independent Tribunal may determine not to impose a points deduction only in circumstances where the ineligibility is due to the failure to obtain an International Transfer Certificate or where the ineligibility is related to the Player's status.

#### 8.15 **Financial arrangements**

8.15.1 Subject to Rules 8.15.2 to 8.15.7 and The FA Rules, a Club may negotiate financial arrangements with its Players.

8.15.2 All Contract Players must be registered with the Executive Operational Committee and The FA.

8.15.3 All payments and benefits due and/or made to a Contract Player must be shown in the Playing Contract.

8.15.4 All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.

8.15.5 All salaried payments (whether to Contract Players or Non Contract Players) must be subject to PAYE and National Insurance.

8.15.6 All salary payments due on written contracts must be stated gross, before PAYE and National Insurance deductions.

8.15.7 Any Players paid expenses should be reimbursed via an expense claim form. The Club should retain all expense records in a format acceptable to HM Revenue and Customs.

8.15.8 Any Club or Club Official found to have committed a breach of The FA Rules regarding payments to Players may have its right to participate in the Competitions revoked and, in addition, shall be fined such sums as the Board shall determine in its absolute discretion.

#### 8.16 **Salary Cap**

All Clubs, Players and any other Participants who are involved in the Competitions shall ensure that they comply with the provisions of the Salary Cap Regulations (as amended from time to time).

#### 8.17 **Player Equipment**

8.17.1 Subject to Rules 8.17.2 to 8.17.5, electronic performance and tracking system ("EPTS") devices may be used during Competition Matches.

8.17.2 EPTS devices must not pose any danger to the Players and/or Match Officials.

8.17.3 Information and data transmitted from the EPTS devices are not permitted to be received or used in the technical area during a Competition Match.

8.17.4 The data collected from any EPTS device may not be used for any commercial

activity.

8.17.5 Any branding on EPTS devices must not be visible at any time during a Competition Match.

8.17.6 Any breach of Rules 8.17.2 to 8.17.5 shall be referred to an Independent Tribunal for determination pursuant to Rule 3.7.1(d).

## 8.18 Appeals

### Termination of Playing Contract

8.18.1 A Club, on giving 14 days' notice to a Player to terminate her Playing Contract, must state in the notice the Player's right of appeal to an Independent Tribunal. The notice must advise the Player of the procedural steps to comply with in accordance with Rule 8.18.3. The Club shall also notify both The FA's Player Status Department and the Competition Secretary of the reasons for the termination.

8.18.2 A Player on giving 14 days' notice to her Club to terminate her Playing Contract must also notify the Competition Secretary of the reasons for the termination. A copy of such notice must be received by the Competition Secretary within seven days of the sending of the notice to the Club in order to be valid.

8.18.3 If the recipient of a notice referred to in Rules 8.18.1 and 8.18.2 wishes to do so, they may appeal against the relevant termination to an Independent Tribunal in accordance with Rule 3.10 within 14 days of the date of the sending of the notice by notifying the Competition Secretary of the same in writing, in duplicate and enclosing the relevant appeal fee. The appeal fee shall be in accordance with the Table of Fees and Expenses.

### Grievances under the Playing Contract

8.18.4 Where the outcome of a player grievance is appealed to the League Management Committee in accordance with the Playing Contract, the Executive Operational Committee may, in its absolute discretion, determine the outcome of that appeal or refer any such appeal to an Independent Tribunal in accordance with Rule 3.10. The appeal fee shall be in accordance with the Table of Fees and Expenses.

### Fines and Suspensions

8.18.5 An appeal by a Contract Player against a fine or suspension imposed by her Club under Rule C1(m) of The FA Rules must be made in accordance with the procedure set out in Rule C1(m) of The FA Rules.

## 9 REGISTERED INTERMEDIARIES

9.1 An Intermediary cannot have any involvement in any Club in an official capacity (as defined by the Board from time to time) nor may he or she hold office with the Competitions.

9.2 All Clubs and Players must comply with The FA Regulations on Working with Intermediaries.

## 10 CLUB COLOURS

10.1 On or before a date specified by the Executive Operational Committee each year, each Club

shall notify the Competition Secretary, in writing, of details of their first, second and (if applicable) third choice colours for outfield players and their goalkeeper (shirts, shorts and socks) and such details shall be included in the handbook published by The FA for the upcoming Playing Season. No changes to the first or second choice colours or combination of colours shall be permitted without the consent of the Executive Operational Committee. For the upcoming Playing Season, the Club shall wear its registered first choice colours when playing at home or away unless Rules 10.2 or 10.3 apply.

10.2 At least 14 days prior to a Competition Match, the home Club shall notify the away Club and the Competition Secretary of the colours it intends that its Players will wear and the away Club must respond at least seven days prior to the Competition Match with the colours it intends that its Players will wear. Any dispute arising between the Clubs as to colours shall be determined by the Executive Operational Committee. The following order or precedence shall, unless otherwise authorised by the Executive Operational Committee, apply in determining which colours shall be worn:

10.2.1 1<sup>st</sup> priority: the outfield players of the home Club who shall wear their first choice colours;

10.2.2 2<sup>nd</sup> priority: the outfield players of the away Club;

10.2.3 3<sup>rd</sup> priority: the goalkeeper of the home Club; and

10.2.4 4<sup>th</sup> priority: the goalkeeper of the away Club.

The Competition Secretary shall, no later than five days prior to the Competition Match, notify both Clubs and the Match Officials of the colours to be worn.

10.3 Notwithstanding Rule 10.2, if on the day of the Competition Match, the Match Officials determine that the two Clubs have the same or similar colours such that the colours of the Clubs are not clearly distinguishable, the order of precedence set out at Rule 10.2 shall apply in determining which colours shall be worn (unless otherwise authorised by the Executive Operational Committee).

10.4 No Club shall be permitted to register or play in shirts the colour of which is likely to cause confusion with the outfits worn by the Match Officials. Where the Executive Operational Committee and/or the Match Officials determine that a Club's colours are not clearly distinguishable from the Match Officials, the Club whose colours cannot be so distinguished must provide alternative shirts to be worn by the Match Officials.

10.5 The Players' shirts must be clearly numbered (with league branded numbers) so that Players can be clearly identified by the Match Officials and spectators. Each Player's shirt must include that Player's forename or surname (or any other alias, provided that this is recorded on the Team Sheet handed to the Referee before a Competition Match). The shirts must be numbered in accordance with the Team Sheet and there must be no change of numbers during the Competition Match except for a change of goalkeeper or if permitted by the Referee because of a blood injury.

10.6 Neck and cuff rim colours on shirts are not regarded as basic colours for the purpose of the Rules in respect of Club colours.

10.7 The goalkeeper may wear tracksuit trousers acceptable to the Match Official in a Competition

Match.

- 10.8 The team captain shall wear a distinguishing armband to indicate her status.
- 10.9 One sleeve of the shirts of all Players in Competition Matches shall carry a logo of the relevant League as supplied by the Executive Operational Committee on an annual basis.
- 10.10 Shirt advertising must comply with FA Regulations Relating to Advertising on the Clothing of Players, Club Officials and Match Officials.
- 10.11 The colours of clothing worn by ball boys/girls must not clash with the colours of the competing Clubs or the Match Officials.
- 10.12 Breach of Rules 10.1 to 10.10 shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

## **11 PLAYING OF COMPETITION MATCHES**

### **11.1 Determining the dates for the Playing Season and Competition Matches**

- 11.1.1 The Board shall specify the dates on which the Playing Season shall start and end.
- 11.1.2 The dates of all Competition Matches shall be fixed by the Competition Secretary in conjunction with the Executive Operational Committee and notified to Clubs. All Clubs must acknowledge receipt of the fixture list. Failure by a Club to acknowledge receipt of the fixture list shall constitute a breach of this Rule and shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions. All intellectual property rights and all other rights in all lists of arrangements of such fixtures shall be vested in The FA.
- 11.1.3 The Executive Operational Committee reserves the right to amend scheduled fixtures and kick-off times to satisfy requirements of broadcasters as necessary. Notification will be provided by the Competition Secretary in writing to both Clubs for fixtures so rescheduled.
- 11.1.4 The Executive Operational Committee may change any fixtures in the Competitions during the Playing Season to suit the overall interests of the Competitions or if it is satisfied that such action is warranted in the particular circumstances.
- 11.1.5 All Competition Matches shall be played on the home and away principle and the Executive Operational Committee shall determine how the fixtures shall be arranged. Such fixtures shall take precedence over all competitions in which a Club may engage.
- 11.1.6 Notwithstanding Rule 11.1.5, the Executive Operational Committee shall have the power to order that a Competition Match shall be played on a neutral ground or on the opponent's Ground at the home Club's cost if it is satisfied that such action is warranted in the circumstances.
- 11.1.7 Kick off times shall be mutually agreed between the relevant Clubs. The home Club shall notify the Competition Secretary of the kick off time agreed between the Clubs within seven days of the announcement of the fixtures for the Playing Season. Breach of this Rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions. In the event that the Clubs are unable to

agree, the matter shall be referred to the Competition Secretary for determination.

11.1.8 A Club shall not enter its first team in any competition, other than the Competitions or those listed below, without the prior permission of the Executive Operational Committee. The Competition Secretary must be informed of all fixtures, postponements and results of all matches played in any other competition. The other competitions which a Club is permitted to enter without the approval of the Executive Operational Committee are as follows:

- (a) Any UEFA competition which The FA has approved the Clubs entry into.
- (b) The Women's Challenge Cup competition.
- (c) Any cup competition introduced by the Board.
- (d) Any other competition or fixture which The FA approves from time to time.

A breach of this Rule shall be referred to an Independent Tribunal for determination pursuant to Rule 3.7.1(d).

11.1.9 The Executive Operational Committee shall determine the policy of the Competitions for the issuing of Competition Match day passes to away Clubs.

## 11.2 **Conduct of Competition Matches**

11.2.1 All Competition Matches shall be played under and in accordance with The FA Rules and Regulations and in accordance with the Laws of the Game as determined by the International Football Association Board.

11.2.2 All Competition Matches shall be of 90 minutes duration (excluding stoppage time and extra time where applicable). The half time interval in all Competition Matches shall not exceed 15 minutes. Rule 11.3 shall apply where any Competition Match is of shorter duration.

11.2.3 All Clubs must have a mobile telephone and an email address operational at all times. Breach of this Rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

11.2.4 For all Competition Matches, and unless otherwise directed under applicable COVID-19 Protocols, Clubs shall be required to enter the field of play together, preceded by the Match Officials, not less than five minutes before the scheduled time of kick-off. Breach of this Rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

11.2.5 Each Club shall be prepared to kick-off at the scheduled time unless a satisfactory explanation is offered. Any Club commencing a Competition Match late shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

11.2.6 No Competition Match shall commence where either Club has fewer than 11 Players ready to play. Where either Club does not have 11 Players ready to play by [thirty minutes] past the scheduled kick off time, the Competition Match shall be abandoned by the Referee and shall be determined by the Executive Operational



Committee in accordance with Rule 11.3.5.

- 11.2.7 A Club shall ensure that the team it selects to participate in a Competition Match represents its strongest team available. A breach of this Rule shall be referred to an Independent Tribunal for determination pursuant to Rule 3.7.1(d).
- 11.2.8 The captain of each Club accompanied by the person in charge of her team on the day (for example the manager or assistant manager) must hand the Team Sheet to the Referee and a representative of their opponents in the presence of the Referee at least 70 minutes before the scheduled time of kick-off. The Players' forename and surname (and, if applicable, any other alias displayed on the Player's shirt), numbers and the colours of the playing strip (in accordance with Rule 10) must be clearly stated. Any Clubs in breach of the requirements in respect of the Team Sheet shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.
- 11.2.9 Any Club altering its team selection or numbering after Team Sheets have been exchanged shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions. Notwithstanding the preceding sentence, a Player who is named on the Team Sheet may be replaced without fine if she is injured warming up after exchange of the Team Sheet. Any changes after the exchange of the Team Sheet must be notified to the Referee and to a representative of the opponent Club before the actual kick-off.
- 11.2.10 The home Club shall confirm to the visiting Club, the Match Officials and the match delegates (if appointed) of the date and time of kick-off of each Competition Match (which was agreed in accordance with Rule 11.1.7) and the team colours, including the colour of the goalkeeper's jersey, it will be wearing, to be received at least five days prior to the Competition Match and the visiting Club and the Match Officials must acknowledge receipt to be received at least three days before the Competition Match. Any Club in breach of this Rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.
- 11.2.11 The visiting Club must include in its acknowledgement the team colours, including the colour of the goalkeeper's jersey, it will be wearing. Any Club in breach of this Rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.
- 11.2.12 In all Competition Matches, and unless otherwise directed under applicable COVID-19 Protocols, the number of Players and Club Officials seated on the team benches, in the designated technical area, must not exceed 13 unless the team bench facility provides more than 13 individual seats.
- 11.2.13 In all Competition Matches, and unless otherwise directed under applicable COVID-19 Protocols, the home Club shall provide a seat in the technical area for its doctor and its physiotherapist or sports therapist, and the away Club shall provide a seat in the technical area for its physiotherapist or sports therapist, as well as its doctor should the away Club's doctor be in attendance at the Competition Match.
- 11.2.14 Only one person from a Club at a time (who shall be the team manager or the team coach) has the authority to issue instructions to its Players during the Competition

Match from within the technical area.

- 11.2.15 All Club Officials and substitutes seated on the bench shall be listed on the official Team Sheet when it is submitted to the Match Officials. Only those persons listed on the official Team Sheet shall be permitted in the technical area.
- 11.2.16 The occupants of the technical area must behave in a responsible manner at all times. Misconduct by occupants of this area will be reported by the Referee to The FA, who shall have the power to impose sanctions as deemed fit.
- 11.2.17 With the exception of the team manager, the team coach and any substitutes who are warming up or warming down, all other personnel are to remain seated on the team's bench. The team manager or team coach has the authority to move to the edge of the technical area to issue instructions to the team.
- 11.2.18 Any breach of the technical area Rules set out in Rules 11.2.12 to 11.2.17 shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.
- 11.2.19 Three match balls proposed to be used in a Competition Match and, if applicable, supplied by the Board or Executive Operational Committee under a Competition ball sponsorship agreement must be submitted by the home Club and approved by the Referee before the commencement of the Competition Match in his/her dressing room.
- 11.2.20 It is the responsibility of the Club playing at home in each Competition Match to use match balls at all times in accordance with a Competition ball sponsorship agreement.
- 11.2.21 The home Club shall supply to the visiting Club a minimum of three practice balls for use prior to the start of a Competition Match. The balls provided must be in good condition and, if applicable, as supplied by the Board or Management under a Competition ball sponsorship agreement.
- 11.2.22 Any Club in breach of Rules 11.2.19 to 11.2.21 relating to practice and match balls shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.
- 11.2.23 The home Club shall, and unless otherwise directed under applicable COVID-19 Protocols, provide to the away Club and the Match Officials drinks on arrival and at half time and refreshments at full time. Breach of this Rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.
- 11.2.24 The home Club shall film the game in its entirety with an uninterrupted view by single camera located as close to the half way line as possible and provide to the visiting Club (and the Match Officials (or any assessor of Match Officials) if this is specifically requested), a recording of the Competition Match as soon as reasonably practicable following the end of the Competition Match, but in any event on the day of the Competition Match. The home and away Clubs shall only use such footage in accordance with its Club Licence (including any broadcasting regulations referred to therein) and these Rules. In any event, the away Club shall not be permitted to duplicate any such footage for financial gain without first obtaining the written permission of the providing Club and the Executive Operational Committee.

Footage can be used for disciplinary purposes. For Clubs which participate in the Tier 1 League, such Clubs must also upload the Competition Match footage to the platform provided by The FA from time to time for this purpose.

- 11.2.25 Each Club in Tier 1 shall be provided with communications equipment which shall be used by Match Officials for a Competition Match. The Club shall ensure that this equipment is available and fully functions at each home Competition Match. The Club shall be responsible for reimbursing The FA for any costs associated with damage to such equipment caused by the acts or omissions of the Club. Breach of this Rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

### 11.3 **Abandonment and postponement**

#### Abandonment

- 11.3.1 A Competition Match may only be abandoned by the Referee.
- 11.3.2 If it is found necessary to stop play owing to the weather or other cause outside the control of the participating Clubs, the Referee shall wait a reasonable length of time before deciding on abandonment.
- 11.3.3 If a Competition Match is abandoned before half time the Club playing at home will issue a voucher to each spectator valid for free admission to the replayed Competition Match in the event that the Competition Match is ordered to be replayed. In the event that the Competition Match is abandoned during or after the half time interval the Club playing at home is not obliged to issue such a voucher.
- 11.3.4 If a Match is abandoned the Club playing at home shall retain the gate receipts for such uncompleted Competition Match.
- 11.3.5 If the Executive Operational Committee considers that a Competition Match has been abandoned:
- (a) for reasons which are not due to the conduct of either Club or its members or supporters or because of matters over which neither Club had control, the Executive Operational Committee shall have the power to order that the:  
(i) result of the Competition Match at the time of abandonment should stand and the points awarded accordingly; or (ii) Competition Match is replayed on terms they specify;
  - (b) due to the conduct of one Club or its members or supporters, the Executive Operational Committee shall have the power to order that the Competition Match: (i) is replayed on terms they specify; or (ii) is not replayed and to award three points to the Club not at fault; or
  - (c) due to the conduct of both Clubs or their members or supporters, the Executive Operational Committee shall have the power to order that the: (i) result of the Competition Match at the time of abandonment should stand and the points awarded accordingly; (ii) Competition Match is not replayed and to award one point to each Club; or (iii) Competition Match is replayed on terms they specify.
- 11.3.6 Except for a determination of appropriate expenses in accordance with Rule

11.3.17, the Executive Operational Committee cannot levy a financial penalty due to the conduct of a Club under Rule 11.3.5 but may choose to take none of the actions specified and instead refer the matter to be determined in accordance with Rule 11.3.19.

#### Postponement

- 11.3.7 A Competition Match may only be postponed by a Club if that Club has made a request to that effect and the Executive Operational Committee have approved the request. A Club shall only be entitled to request the postponement of a Competition Match where expressly specified in Rules 11.3.8, 11.3.9, 11.3.11 and 11.3.12. The Club requesting a postponement shall, at the same time as making the request to the Competition Secretary, notify the opposing Club of the request and, immediately upon being made aware of the Executive Operational Committee's decision, inform the opposing Club of the decision. The Executive Operational Committee shall decide in their absolute discretion whether the postponement shall be approved.
- 11.3.8 A Club shall be entitled to request a postponement of a Competition Match where it is suffering an epidemic affecting the availability of their Players and such request shall only be valid where it is received by the Competition Secretary 24 hours prior to the scheduled time of kick-off of the Competition Match to be postponed. When a Club obtains the approval of the Executive Operational Committee to so postpone, that Club shall be considered at fault for the purposes of Rule 11.3.15, unless otherwise directed by the Executive Operational Committee, and shall be liable to pay expenses incurred in accordance with that Rule. Medical certificates for those Players affected, signed by the Players' own doctors, must also be forwarded to the Competition Secretary within 14 days of the postponement, along with a full list of Contract Players and Non Contract Players currently registered by the Club at the date of the Competition Match which was postponed, giving full reasons against each name for the Player's unavailability.
- 11.3.9 A Club having three or more Qualifying Players or one goal keeper selected for international duty in accordance with Annexe 1 of The FIFA Regulations on the Status and Transfer of Players (this does not include Players on standby) by their National Association for senior representative, under 23, under 21, under 20 or under 19 national representative matches (or any combination thereof) shall be entitled to request a postponement of any Competition Match(es) that takes place during the period of time in which the Players are called up by their National Association team or within two days of the last Qualifying Player returning from international duty, provided that at least 10 days' notice has been given to Competition Secretary prior to the scheduled time of kick-off of the Competition Match(es). For the avoidance of doubt, international call ups for a Thursday, Friday or Saturday shall cover domestic matches played on a Friday, Saturday or Sunday. Midweek international matches shall not normally affect scheduled Friday, Saturday or Sunday Competition Matches.
- 11.3.10 Where a Club considers that a Pitch or Ground may be unsuitable due to adverse weather it shall follow the procedures provided for in the document published by The FA entitled "Recommended procedure for the guidance of Clubs and Referees in determining the suitability of grounds in adverse weather conditions" (as may be amended from time to time). Should the Ground or Pitch be declared unfit under this procedure by the appointed Referee, the home Club shall immediately advise the

Competition Secretary, The FA, the visiting Club and the Match Officials. In these circumstances, the match will be rescheduled under Rule 11.3.12, unless the Club has failed to follow properly the procedures provided for in the “Recommended procedure for the guidance of Clubs and Referees in determining the suitability of grounds in adverse weather conditions”, in which case, the Club shall be considered to have failed to fulfil an engagement to play a Competition Match on the appointed date and Rule 11.3.19 shall apply.

- 11.3.11 Where a Club considers that a Ground may be unsafe, or travel to an away fixture may be unsafe, the Club may request that a Competition Match be postponed, provided that it contacts the Competition Secretary at the earliest opportunity and provides detailed evidence of the circumstances giving rise to the request. Any such request shall be determined by the Executive Operational Committee, and may only be granted in circumstances which the Executive Operational Committee deem:
- (a) to be exceptional; and
  - (b) not to have arisen from reasons which are due to the conduct of the Club or its members or supporters, or the owner or operator of the Ground.

Where the Executive Operational Committee grant the Club’s request for the match to be postponed, then the match will be rescheduled under Rule 11.3.12. Where the Club’s request is rejected, then the Club shall be considered to have failed to fulfil an engagement to play a Competition Match on the appointed date and Rule 11.3.19 shall apply.

- 11.3.12 In the event of a Competition Match being postponed, not completed or abandoned for any reason, and the Competition Match is to be rescheduled, the Competition Secretary shall identify the next available fixture window that is appropriate for the game to be played or replayed (as applicable) and shall inform the Clubs of the identified window. The Clubs shall then follow the procedures provided for in the document published by The FA entitled “[INSERT NAME]” (as may be amended from time to time) to agree a date within the identified window for the game to be rescheduled. Where a date for the match cannot be agreed for any reason, the matter shall be referred to the Executive Operational Committee who shall determine, in its absolute discretion, a date for the match to be rescheduled. .

#### Notice

- 11.3.13 In the event of a Competition Match being postponed, not completed or abandoned, the home Club must immediately notify the Competitions results service, the Competition Secretary and, in the case of a Competition Match postponement, The FA, the visiting Club and the Match Officials.
- 11.3.14 Where a Competition Match is abandoned, postponed, re-arranged or cancelled after the Match Officials have been appointed, it is the duty of the home Club to notify the Match Officials of the cancellation of their appointments immediately. Clubs in breach of this Rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

#### Expenses

- 11.3.15 In the event of a Competition Match being postponed, abandoned or a Club

otherwise failing to fulfil an engagement to play a Competition Match, the Executive Operational Committee shall consider whether a participant Club was at fault. Where the Executive Operational Committee considers:

- (a) one Club to be at fault:
  - (i) the non-defaulting Club shall be compensated for its incurred expenses by the Club at fault. In the case of a visiting Club where it has undertaken all or part of its journey, this shall include travelling expenses and meal allowances which may be claimed based on the total mileage involved in respect of the whole journey. In exceptional circumstances, expenses for overnight accommodation for up to a maximum of 18 persons may be claimed; and
  - (ii) all Match Officials who have travelled to the Competition Match shall be entitled to claim travelling expenses and the full match fee from the Club at fault; or
- (b) neither Club to be at fault:
  - (i) expenses may be claimed at the discretion of the Executive Operational Committee; and
  - (ii) all Match Officials who have travelled to the Competition Match will be entitled to claim travelling expenses and half their match fee from the home Club.

This obligation to pay fees and expenses is without prejudice to Rule 11.3.19 and any sanction imposed by an Independent Tribunal thereto,

- 11.3.16 Failure to pay Match Officials' full match fee or half match fee and travelling expenses as required in this Rules 11.3.15(a)(ii) or 11.3.15(b)(ii) shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.
- 11.3.17 All claims for compensation of expenses by either Club under Rule 11.3.15 must be received by the Competition Secretary within 14 days of the scheduled date of the Competition Match to which the claim relates. In case of a dispute over the payment of expenses, the Executive Operational Committee shall determine the amount of compensation payments to be made, if any.

#### Failure to fulfil an engagement

- 11.3.18 Where a Club is suspended pursuant to Rule 21.4 or pursuant to The FA Rules and Regulations or has its Club Licence suspended or terminated and that causes a Competition Match not to be played, the Executive Operational Committee shall determine how the outcome of that Competition Match shall be treated.
- 11.3.19 Other than where the Executive Operational Committee have:
  - (a) exercised their powers under Rule 11.3.5; or
  - (b) approved the postponement of a Match,any Club which has failed to fulfil an engagement to play a Competition Match in full

on the appointed date shall be in breach of these Rules and the matter shall be referred to the Executive Operational Committee for determination.

11.3.20 In determining a breach of Rule 11.3.19, the Executive Operational Committee may:

- (a) issue a points deduction from the offending Club's record up to a maximum of 12 points;
- (b) determine that the Competition Match be replayed on terms it specifies;
- (c) require the payment of any expenses reasonably incurred by the offending Club's opponent (but not those already recovered pursuant to Rule 11.3.15); and/or
- (d) issue any such other sanction that the Executive Operational Committee may decide.

11.3.21 In the event that the Executive Operational Committee issues a points deduction from the offending Club's record, the Executive Operational Committee may determine that the Club not at fault shall be awarded points as if the Competition Match had been played and/or the League table shall reflect the position as if the Competition Match had been played with the result awarded by the Executive Operational Committee.

11.3.22 A Club may appeal against the decision of the Executive Operational Committee and any such appeal will be determined by an Independent Tribunal in accordance with Rule 3.10.

#### 11.4 **Notification of results**

11.4.1 Within 30 minutes of the conclusion of each Competition Match, both Clubs shall send the result of the Competition Match to the telephone number specified by the Competition Secretary by electronic text message (or such other method specified by the Competition Secretary). The home Club shall send the Competition Match attendance to the Competition Secretary at the same time.

11.4.2 Within one hour of the conclusion of each Competition Match each Club shall enter the forenames and surnames of the Players which have played in the Competition Match as well as the match attendance and any other information required by the Executive Operational Committee or The FA from time to time on its Club website.

11.4.3 In addition to the requirements set out in Rules 11.4.1 and 11.4.2, both Clubs must send to the Competition Secretary on the prescribed form, the following information within three days of the date on which the Competition Match was played:

- (a) the forenames and surnames (in block capitals) of the Players who played in the Competition Match;
- (b) the Competition Match result;
- (c) markings out of 100 for the Match Officials and where any Match Official is awarded a mark of 60 or less a letter of explanation;
- (d) a score between one and five (with one being low and five high) in respect

of the home Club's Pitch; and

- (e) any other information required by the Executive Operational Committee from time to time.

Any Club which fails or partially fails to comply with Rules 11.4.1 to 11.4.3 shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions

## **11.5 Competition Match programmes and Club websites**

- 11.5.1 The home Club is responsible for producing a full match programme in accordance with these Rules and its Club Licence. A Team Sheet will not be considered sufficient to comply with this Rule.
- 11.5.2 The visiting Club must send in writing to the home Club details of the proposed team they plan to field together with their Club history and up-to-date pictures of their Players registered with the Club for the Competitions for the Playing Season and the latest team photograph at least five days before the scheduled date of the Competition Match between the two Clubs.
- 11.5.3 The home Club match programme must include the details sent by the visiting Club in the match day programme and a copy of each match day programme shall be sent by the home Club to the Competition Secretary within three days of the Competition Match with the relevant Competition Match report form unless advised of an alternative arrangement by the Competition Secretary.
- 11.5.4 Clubs will be responsible for all comments in their match day programme including any made in respect of the Competitions, The FA or other member Clubs, notwithstanding any disclaimers to the contrary. No part of a Club's programme issued for a Competition Match shall, in the reasonable opinion of the Executive Operational Committee, bring the Competitions or The FA into disrepute.
- 11.5.5 All Clubs will be responsible for their official website, social media accounts and similar related information system, which is within the public domain. Nothing shall be included on the above which in the opinion of the Executive Operational Committee brings the Competitions or The FA into disrepute.
- 11.5.6 Any breach of Rules 11.5.1 to 11.5.5 shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

## **11.6 Representative matches**

- 11.6.1 The Board shall have the power to arrange representative matches made up of Players from any Club at their discretion.
- 11.6.2 A match may be played each Playing Season between two Clubs nominated by the Board. All matters concerning the match will be decided by the Board.

## **12 ADMISSION CHARGES**

- 12.1 Admission charges, excluding home Club concessions as appropriate, must be the same for



home and visiting supporters at Competition Matches.

- 12.2 Clubs may, with the written permission of the Executive Operational Committee, have a maximum of three Competition Match days each Playing Season during which they can vary admission charges for adults including allowing free admission.

### 13 **MATCH OFFICIALS**

- 13.1 Match Officials for all Competition Matches shall be appointed by PGMOL.
- 13.2 In the event of any of the Match Officials appointed for a Competition Match not being in attendance at the Competition Match or becoming unable to complete the Competition Match it shall be completed under the control of the remaining Match Officials unless the competing Clubs are able to agree upon a replacement who is acceptable to the remaining Match Officials. Should the appointed Competition Match Referee fail to appear then the fourth official shall take charge. Any replacement official agreed for a Competition Match shall be considered a Match Official for the purposes of that match.
- 13.3 Match Officials should be present at the appointment at least 90 minutes prior to the scheduled time of kick-off, unless otherwise directed under applicable COVID-19 Protocols. The appointed Referee may be required to visit the Club's Ground earlier if requested to do so by the home Club. A Club Official of the home Club shall be at the Ground to meet the Match Officials. Failure of the home Club to comply with this Rule shall be reported by the Referee to the Competition Secretary.
- 13.4 Referees must report on the relevant form all cases where teams commence a Competition Match late or without 11 Players on the field of play. Referees must also report their own or any assistant referees' late arrival in any Competition Matches. Assistant referees must also send an explanation of their late arrival to The FA in writing by the method instructed by The FA within three days of the Competition Match.
- 13.5 The late arrival of any Match Official shall also be reported by the home Club to the Competition Secretary and The FA.
- 13.6 The home Club shall be responsible for paying the Match Officials the fees and match expenses set by The FA within a reasonable time after the conclusion of the Competition Match (including matches abandoned for any reason). Each Match Official must complete and submit a claim form for expenses. Clubs shall arrange to pay the Match Official's expenses and fees by cash, cheque or electronic transfer. Cheque or cash payments shall be made in person on the Competition Match day. Should a Club wish to pay the Match Officials by electronic transfer they shall:
- 13.6.1 advise the Match Officials prior to matchday of the intended method of paying fees and expenses and obtain the necessary bank account details from the Match Officials prior to matchday; and
  - 13.6.2 ensure that expenses and fees are paid to each Match Official within three days of the later of either (a) the completion of the Competition Match or; (b) provision by the relevant Match Official of their necessary bank account details.

Failure to pay Match Officials in accordance with this Rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions. Match Officials fees and

match expenses are included in the Table of Fees and Expenses.

- 13.7 For Competition Matches, the travelling expenses of Match Officials shall be pooled, with each Club stating on the Competition Match report form details of all payments made. The Competition Secretary shall, at the conclusion of the Playing Season, divide the total cost of Match Officials in each League by the total number of Clubs in that League and where the total payment made by the Club is less than the equal share of the pool, the Club shall pay the difference within 14 days of the date of receipt of the written notification by the Club. Where the sum paid by the Club is more than the equal share of the pool, the Club will be reimbursed from the pool of monies received from all the other Clubs.
- 13.8 In the event of a Competition Match being postponed, abandoned or a Club otherwise failing to fulfil an engagement to play a Competition Match, the Match Official expenses and fees shall be payable in accordance with Rule 11.3.15.
- 13.9 The home Club shall be responsible for providing assistant referees with distinctive flags of a suitable size in an acceptable condition. Breach of this Rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.
- 13.10 Referees must send by email a fully completed Referee's report form to the Competition Secretary which includes details in respect of all breaches of these Rules and a mark (between one and five with one being low and five high) in respect of the home Club's Pitch in writing within two days of the Competition Match.

#### **14 MEDICAL AND PERFORMANCE SUPPORT**

- 14.1 All Clubs shall comply with the Performance Support Regulations. Breach of the Performance Support Regulations shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.
- 14.2 All Clubs shall comply with the relevant COVID-19 Protocols, as directed by the Board or Executive Operational Committee. In the event of inconsistency between the requirements of the COVID-19 Protocols and these Rules, the COVID-19 Protocols shall apply.

#### **15 DETERMINING THE CHAMPIONSHIP AND PROMOTION AND RELEGATION**

- 15.1 Three points will be awarded for a win at home or away and one point for a drawn Competition Match.
- 15.2 At the end of the Playing Season of each League a table will be compiled showing the playing record of each Club in each League. The playing record of each Club must include any points deduction made by the Executive Operational Committee, Board, The FA or an Independent Tribunal and in any situation where points per game are calculated, the calculation will be made after taking into account the deduction of any such points.
- 15.3 The position of each Club in the table for each League so compiled shall be determined in an order so that the Club being awarded the highest number of points being first and the Club being awarded the second highest number of points being placed second and so on. In the event of two or more Clubs being awarded the same number of points the highest placed Club shall be decided in the order set out below:
- 15.3.1 Goal difference – the goals scored against each Club in the League shall be deducted from the goals scored by that Club in the League and the Club with the

largest positive or smallest negative difference shall be placed the highest.

- 15.3.2 In the event of the goal difference being equal the highest placed Club shall be the Club which has scored the most goals in the League.
  - 15.3.3 In the event that two or more Clubs have the same goal difference and have scored the same number of goals in the League then the highest placed Club shall be the Club which has won the most matches in the League.
  - 15.3.4 In the event of the two Clubs still being equal the Club which has the better playing record against the other Club in their head to head League matches will be the highest placed Club.
  - 15.3.5 If the records of two or more Clubs are still equal and it is necessary for any reason to determine the position of each then the Clubs concerned shall play off a deciding match or matches on a neutral ground or grounds with the net gate money after deducting the usual matches expenses being divided equally between the two competing Clubs.
- 15.4 The promotion and regulation rules set out in the Women's Pyramid Regulations will apply at the end of the Playing Season. If a League ceases to exist (for example where The FA has given notice to terminate each relevant Club Licence where the League is to be restructured), the relevant provisions of the Women's Pyramid Regulations shall apply.
  - 15.5 Promotion to Tier 1 shall be subject to the relevant Club entering into a Tier 1 Licence and complying with all terms and conditions set out therein including (but not limited to) those in respect of Grounds, finance, Pitch, corporate governance, contact time and staffing requirements.
  - 15.6 Promotion and relegation to Tier 2 shall be subject to the relevant Club entering into a Tier 2 Licence and complying with all terms and conditions set out therein including (but not limited to) those in respect of Grounds, finance, Pitch, corporate governance, contact time and staffing requirements.

## 16 TROPHY

- 16.1 The Executive Operational Committee (or a person nominated on its behalf) shall present to the winners of each League, 32 medals, 25 for the Players (provided that each Player has played in 3 or more League matches in the relevant Playing Season. Additional souvenirs cannot be presented except by consent of the Executive Operational Committee, and then at the expense of the requesting Club.
- 16.2 The trophies are the property of The FA and may never be won outright.
- 16.3 The following agreement shall be signed on behalf of the winners of the trophies:

"We, A.B. the \_\_\_\_\_ of \_\_\_\_\_ Football Club, C.D. and E.F members of and representing the said Club, having been declared winners of the [ \_\_\_\_\_ ] Trophy and the same having been delivered to us by the Competition Secretary, do hereby on behalf of the Club, jointly and severally agree to return the same to the Competition Secretary, on \_\_\_\_\_ or before in good order and condition, in accordance with the Rules of the Competition and if the Trophy is lost or damaged whilst under our care, we agree to refund to the Competition Secretary the amount of its current value or the cost of its thorough

repair.”

- 16.4 Any Club not returning the League trophy by the due date or returning it in poor condition shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

## 17 WITHDRAWAL OF CLUBS

- 17.1 If any Club ceases to operate or withdraws or is removed from a League (for any reason), the Board may, in its absolute discretion, either replace the Club or opt to make no adjustments to the number of Clubs participating in the relevant League and the Cup Competition and allow the remaining Clubs to participate in the relevant League and the Cup Competition for that Playing Season. If the Board elects not to replace a Club, the number of relegation places from the relevant League will be reduced accordingly.

- 17.2 A Club which for any reason ceases to operate or is removed from a Competition at any time during the Playing Season shall have its playing record expunged and any monies due to them from The FA shall be forfeited. From the date of the withdrawal, no further payment shall become due from The FA to the Club.

## 18 TRANSFER OF MEMBERSHIP AND CHANGE IN CONTROL

### 18.1 Transfer as a going concern

- 18.1.1 In the event that any Club resolves to transfer its membership in the Competitions from one legal entity to a different legal entity, other than where the Club is Insolvent or on exit from an Insolvency Event (in which case Rule 19 and the Insolvency Policy shall apply), the Club shall obtain the written consent of the Board prior to the transfer. In order to obtain the approval of the Board the Club must demonstrate, as a minimum, that each of the following have been achieved:

- (a) The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity.
- (b) All Football Creditors in the Club have been Paid in Full or transferred in full (with each Football Creditor's consent) to the new entity, and evidenced as such.
- (c) All other creditors in the Club have been Paid in Full or Secured or transferred in full (with each creditor's consent) to the new entity and evidenced as such.
- (d) The proposed new entity has provided financial forecasts to Board showing its ability to fund the Club for the next 12 months or to the end of the Playing Season following transfer (whichever is the longer) and that evidence of funding sources has been provided.
- (e) The proposed new entity agreeing to enter into a Club Licence and agreeing to comply with all terms and conditions set out therein.

### 18.2 Ownership and Change of Control

- 18.2.1 Each Club shall publish:

- (a) its legal name, form (e.g. company limited by shares or guarantee) and any

company number; and

- (b) identities of the ultimate owner (i.e. the name of the individual) of each Significant Interest in the Club.

Such information shall as a minimum be published on the Club's official website on a page accessible directly from the home page of that official Club website and/or within the Club's official match day programme.

18.2.2 If any change of Control of a Club is proposed (whether by a natural person, legal entity or any other body):

- (a) the Club shall submit to the Board up to date information including financial information (such as budgets) prepared to take into account the consequences of the change in Control on the Club's future financial position as soon as reasonably practicable prior to the change of Control, or if submission is not reasonably practical prior to the change of Control then no later than 10 Business Days thereafter;
- (b) the Board shall have the power to require those that are to acquire or have acquired Control of the Club to appear before it and to provide evidence of the source and sufficiency of any funds which the purchaser proposes to invest in or otherwise make available to the Club; and
- (c) on considering all information available the Board shall, acting reasonable, apply any conditions in respect of the Club's on-going membership in the Competitions including the provision of any further information, adherence to a budget, the application of an Embargo and/or request for financial guarantees.

This Rule shall not apply where Rule 18.1.1 applies.

## 19 **INSOLVENCY PROVISIONS**

19.1 Each Club agrees to comply with the Insolvency Policy and acknowledges that the obligations and rights set out therein shall apply and are in addition to these Rules.

### 19.2 **Sporting sanctions**

19.2.1 In the event that an Insolvency Event occurs in relation to any Club, that Club must immediately inform and keep informed the Competition Secretary and The FA.

19.2.2 If an Insolvency Event shall occur in relation to any Club, that Club shall be deducted 10 points awarded or to be awarded in the League in which it participates (or the league it will play in for the following season where Rule 19.2.5(a) applies).

19.2.3 If a Group Undertaking of a Club becomes subject to or suffers an Insolvency Event, then the Board shall have the power to impose upon the Club a deduction of 10 points awarded or to be awarded in the League in which it participates (or the league it will play in for the following season where Rule 19.2.5(a) applies). In exercising this power the Board shall have regard to all the circumstances of the case and to:

- (a) such of the provisions of the Insolvency Act 1986, the Competition Act 1998

- and the Enterprise Act 2002 as are relevant and then in force;
- (b) the need to protect the integrity and continuity of the Competitions;
  - (c) the reputation of the Competitions and the need to promote the game of association football generally; and
  - (d) the relationship between the Club and the Group Undertaking.
- 19.2.4 Where the Club becomes subject to or suffers an Insolvency Event or the Board impose a points deduction in accordance with Rule 19.2.3:
- (a) during the Playing Season but prior to 5 pm on the fourth Thursday in March, the points deduction shall apply immediately;
  - (b) during the Playing Season but after 5 pm on the fourth Thursday in March, Rule 19.2.5 shall apply;
  - (c) outside the Playing Season, the points deduction shall apply in respect of the following Playing Season such that the Club starts that Playing Season on minus 10 points (this also applies to a Club which may have been relegated).
- 19.2.5 Where the circumstances set out in Rule 19.2.4(b) apply and at the end of that Playing Season, having regard to the number of League points awarded (ignoring any potential deduction):
- (a) the Club would be relegated in accordance with Rule 15.4, the points deduction will apply in the next Playing Season (including in The FA WC or The FA Women's National League if appropriate); or
  - (b) the Club would not be relegated as aforesaid, the points deduction will apply in that Playing Season and Rule 15.4 will then apply (if appropriate) following imposition of the points deduction.
- 19.2.6 For the purposes of this Rule 19:
- (a) where any Insolvency Event is taken or suffered other than on a Business Day (as defined by the Insolvency Rules 1986 as amended from time to time) then for the purposes of determining the timing of any points deduction only, the action taken or suffered will be deemed to have been taken or suffered on the immediately preceding Business Day; and
  - (b) if a CVA is approved, then approval of that CVA shall be deemed to have been given at the date of the first meeting of creditors called to consider that CVA, and not the date of any adjourned meeting of the creditors or the meeting of shareholders.
- 19.2.7 For the avoidance of doubt, where a Club and/or Group Undertaking is subject to more than one Insolvency Event during a Membership Year (for example administration followed by a CVA), the Club shall only be deducted one set of 10 points, such deduction to apply with effect from the first Insolvency Event.
- 19.2.8 Where a points deduction is to be applied, the Competition Secretary shall serve

the Club with a written notice of this.

19.2.9 A Club may appeal against:

- (a) a decision of the Board to impose a points deduction arising from an Insolvency Event of a Group Undertaking under Rule 19.2.3; and/or
- (b) an automatic points deduction imposed where a Club suffers an Insolvency Event under Rule 19.2.2;

but only on the ground that the relevant Insolvency Event(s) arose solely as a result of a Force Majeure Event (“**Sporting Sanctions Appeal**”).

19.2.10 For the purposes of this Rule 19, a “**Force Majeure**” event shall be an event that, having regard to all of the circumstances, was caused by and resulted directly from circumstances, other than normal business risks, over which the Club and/or Group Undertaking (as the case may be) could not reasonably be expected to have control and its Officers had used all due diligence to avoid happening.

19.2.11 Any Sporting Sanctions Appeal will be determined by an Independent Tribunal in accordance with Rule 3.10 and the appeal fee set out in the Table of Fees and Expenses shall be payable by the Club to The FA.

19.2.12 The Independent Tribunal may:

- (a) confirm the deduction of 10 points;
- (b) set aside the deduction of 10 points and substitute a deduction of such lower number of points as it deems appropriate; or
- (c) make any such other order that the Independent Tribunal may decide.

## 20 **FOOTBALL CREDITORS**

Where a Club defaults in making any payments to any Football Creditor, the Club shall be subject to such penalty as the Board may decide, including, but not limited to, an Embargo, a points deduction, a suspension or any combination thereof.

## 21 **THE FA’S OWNERS’ AND DIRECTORS’ TEST REGULATIONS**

21.1 The FA’s Owners’ and Directors’ Test Regulations shall apply to the Competitions and all Clubs and Officers. An Officer and any person wishing to be appointed as an Officer to a Club must comply with the requirements of The FA Owners’ and Directors’ Test Regulations and send to the Competition Secretary a copy of the Owners’ and Directors’ Declaration at the same time as sending the same to The FA.

21.2 No individual will be permitted to act as an Officer if they fail to meet any of the requirements of the Owners’ and Directors’ Declaration, as set out in The FA Rules and the relevant regulations.

21.3 In the event that an individual, entity or Club is found to have either:

21.3.1 completed false or misleading statements on their Owners’ and Directors’ Declaration;

21.3.2 acted as an Officer when in breach of the requirements of the Owners’ and Directors’

Declaration; and/or

21.3.3 acted as an Officer without The FA having given written confirmation to the Club in accordance with The FA's Owners' and Directors' Regulations that the individual may so act,

then the individual, entity or Club shall be subject to such fine or other sanction as may be determined in accordance with The FA's Owners' and Directors' Test Regulations.

21.4 In the event that the Board receives a notice from The FA issued in accordance with The FA's Owners' and Directors' Test Regulations for the suspension of a Club's Competition membership, then that Club shall be suspended from the Competitions with effect from 14 days from the date of the notice. An appeal of the effect of the notice is to The FA and can only be made by the affected Club and in accordance with the appeal procedures set out in the FA Owners' and Directors' Test Regulations. The effect of the notice shall be suspended pending the outcome of an appeal.

21.5 The FA shall advise the Board and the Club in writing where it becomes satisfied that a Disqualifying Condition (as defined in the FA Owners' and Directors' Test Regulations) no longer applies. Upon receipt of this written notification from The FA, the Board may, in its absolute discretion, remove the suspension of the Club's Competition membership.

## **22 INTERESTS IN MORE THAN ONE CLUB**

22.1 Except with the prior written consent of the Board, no person, company or business institution (including insolvency practitioners) may at any time be interested in:

22.1.1 more than one Club; or

22.1.2 a Club and any other club playing in a competition sanctioned by The FA.

The definition of "interested" shall be the same as provided for by the Rules of the FA Challenge Cup Competition in force from time to time.

## **23 FINANCIAL ARRANGEMENTS**

### **23.1 Financial records**

All Clubs shall keep accounting records to record the fact and nature of all receipts and payments which show with reasonable accuracy, at any time, the financial position, including the assets and liabilities, of the Club.

### **23.2 Change of Significant Interest**

Within 14 days of a change in a Significant Interest in a Club or the appointment or removal of any director of a Club, written notice thereof, together with such details as are required to be filed with the Registrar of Companies, shall be sent to the Competition Secretary. Breach of this rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.

### **23.3 Levy**

The Board, shall be empowered from time to time by subscription, levy or otherwise to require Clubs to contribute such sum or sums of money to the funds of The FA as may be necessary for the proper conduct of the business of the Competitions. Such contributions by Clubs may



be collected by deduction from sums due to Clubs under any promotion agreement, commercial contract or from sponsorship money due or by whatever means the Board shall think fit. There shall be added to any sums to be contributed from Clubs, if applicable, Value Added Tax (VAT) at the then prevailing rate.

#### 23.4 **Financial Standards**

If during the course of a Membership Year the Board decides that the organisation and management or finances of a particular Club falls below the standards appropriate to membership of the Competitions, the Competition Secretary shall be instructed to warn the Club that the Board may, in the Board's absolute discretion, take the action described in the Insolvency Policy and/or have its membership of the Competitions terminated or suspended at the end of that Membership Year. If the Board subsequently determines that a Club should be excluded from the Competition, such a Club shall have the right to appeal within 14 days of the date of notification of the Board's decision. Any such appeal shall be referred to an Independent Tribunal in accordance with Rule 3.10 and the appeal fee set out in the Table of Fees and Expenses shall be payable by the Club to The FA.

#### 23.5 **Current HMRC debt**

23.5.1 Any Club which has not, within 28 days of the relevant due date, paid to HMRC any amounts due to be paid to HMRC to discharge:

- (a) the Club's full liability for VAT, PAYE and national insurance contributions due in respect of any and all employees or former employees of the Club for the immediately preceding payment period;
- (b) the Club's full liability for VAT, PAYE and national insurance contributions which become due as a result of an assessment issued by HMRC, with the exception of amounts formally disputed until such time as determination is made on HMRC's claim; and/or
- (c) defaults on the terms of any 'time to pay' agreement,

(each a "**Default Event**") shall report the Default Event to the Competition Secretary within two Business Days of the Default Event.

23.5.2 When a Club reports a Default Event to the Competition Secretary it shall at the same time provide to the Competition Secretary details of any and all amounts due to HMRC from the Club in respect of liabilities set out in 23.5.1(a) to (c) together with the periods to which they relate.

23.5.3 A Club which is subject to a Default Event shall be subject to an Embargo such that it shall not be permitted to register any Player to participate in Competition Matches with that Club without the prior written consent of the Board for the period that the Club is subject to a Default Event.

23.5.4 A Club which fails to report a Default Event shall be in breach of these Rules and

shall be referred to an Independent Tribunal in accordance with Rule 3.10.

### 23.6 **Gate receipts**

- 23.6.1 The home Club shall retain all gate receipts from home Competition Matches.
- 23.6.2 Clubs must ensure that all gate receipts are fully and properly recorded and accounted for in the accounting records of the Club and a return is made to the Competition Secretary in respect of such gate receipts on the required form.
- 23.6.3 Clubs should have a system in operation for home Competition Matches that enables them to accurately report on the following:
- (a) number of all tickets sold in advance;
  - (b) reconciliation of cash received by category of entrant through each turnstile;
  - (c) number of entrants through each turnstile;
  - (d) the numbers admitted to parts of the stadium that do not pass through a turnstile; and
  - (e) complimentary tickets authorised.
- 23.6.4 This documentation should be reconciled to the overall takings and declared attendance for each home game.

### 23.7 **Players**

- 23.7.1 In the event of a transfer of a Player where a consideration is agreed, the consideration can only be paid between the two clubs (the transferor and transferee clubs).
- 23.7.2 The full name of each contracting Club or club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both clubs.
- 23.7.3 Any Club loaning a Player's registration to another Club or club should invoice the receiving Club or club in accordance with the terms of the loan agreement. The Player concerned should remain on the payroll of the Club or club holding her permanent registration for the period of the loan.

### 23.8 **Financial loans**

- 23.8.1 All loans extended to a Club must be documented in full in the accounting records of the Club. Documentation supporting each loan must be retained and should

include the following information:

- (a) The value of the loan.
- (b) The length of the loan.
- (c) The interest rate charged, and whether this is fixed or variable.
- (d) Repayment terms.
- (e) The full names of the individual or corporate body extending the loan.
- (f) The terms in the event of a default on the loan.

23.8.2 The document should be signed by two directors, a Club's Officers or executive committee members who are independent of the party extending the loan.

## 24 **COMMERCIAL ARRANGEMENTS**

Each Club shall at all times comply with its obligations in its Club Licence with regard to commercial rights and broadcasting (along with any regulations published by The FA in this regard).

## 25 **INSURANCE**

### 25.1 **Players**

All Clubs shall insure its Players through The FA approved group insurance scheme and shall comply at all times with the provisions of its Club Licence in respect of insurance. Each Club shall submit to the Executive Operational Committee a copy of the insurance policy document together with the last premium payment receipt at least 14 days prior to the start of the Playing Season.

### 25.2 **Public liability**

All Clubs must have public liability cover of at least ten million pounds (£10,000,000). Each Club shall submit to the Board a copy of the insurance policy document together with the last premium payment receipt at least 14 days prior to the start of the Playing Season.

## 26 **CONDUCT OF CLUBS, OFFICERS, PLAYERS**

### 26.1 **Undertakings to be given by Club employees**

26.1.1 All Clubs must incorporate in any contracts of employment with their employees, including Players, an undertaking on the part of the employee not to bring the Competitions or any Club into disrepute and an undertaking on the part of the employee to not knowingly do anything or omit to do anything which will cause the Club to be in breach of the Laws of the Game or The FA Rules and Regulations.

26.1.2 Without prejudice to the generality of this Rule, all Clubs must ensure they, and where appropriate any Club Officials, comply with the obligations of The FA's Owners' and Directors' Test Regulations.

### 26.2 **Other misconduct**

Any person charged and found guilty of bringing a Competition into disrepute and any Club,

Club Official or Player charged and found guilty of misconduct as defined by the Executive Operational Committee or of inducing or attempting to induce a player of another Club to join her own Club shall be liable to such penalty as the Executive Operational Committee shall deem appropriate.

## 27 **LONG SERVICE**

27.1 The Executive Operational Committee shall be empowered to grant a long service award for 20 years' service with a Club providing such an award has not already been made by any other competition.

27.2 Clubs may enter into agreements with Players after five years continuous service providing for a testimonial. Players shall qualify for a second testimonial after a further five years continuous service. If a Player is eligible for and entitled to a testimonial, her Club may grant her a monetary consideration, sanctioned by the Club's board of directors, in lieu of such testimonial.

## 28 **CONFIDENTIALITY**

28.1 The FA shall treat all information disclosed by the Club pursuant to these Rules as confidential and shall only use such information for the proper performance of its duties under these Rules including (but not limited to) disclosing such information in confidence to those of its employees, officers and professional advisers who need to have access to it.

28.2 The provisions of Rule 28.1 shall not apply to information which:

28.2.1 has been anonymised and is used by The FA to consult on and/or review these Rules;

28.2.2 is required to or may be disclosed in accordance with The FA's Rules and Regulations or FIFA or UEFA rules or regulations or in relation to The FA fulfilling its regulatory obligations generally;

28.2.3 was known to The FA before receipt;

28.2.4 is disclosed in accordance with Rule 3.10.29;

28.2.5 is in or enters the public domain through no wrongful default by or on behalf of The FA with effect from the date when that information enters the public domain;

28.2.6 was received from a third party without obligations of confidence owed directly or indirectly to a Club;

28.2.7 is required to be disclosed in order to comply with applicable law or regulations (whether of any football authority or otherwise), to the extent of the required disclosure; or

28.2.8 was disclosed to The FA pursuant to a Club Licence (in which case the confidentiality undertaking therein shall apply).

28.3 Notwithstanding the provisions of Rule 28.1, The FA shall in its sole discretion have the power to publish in the public press, on a website or in any other manner considered appropriate:

28.3.1 the outcome of any inquiry;

28.3.2 reports of any hearing, order, requirement, instruction, decision, proceedings, acts,

resolution, finding and penalty; and

28.3.3 any representations, submissions, evidence and documents created in the course of proceedings whether or not this reflects on the character or conduct of a Club,

provided in each case that the name of any Player and any Playing Contract are not identifiable.

28.4 Each Club shall be deemed to have consented to any inquiry or to the publication of any report.

28.5 The FA shall have the right to use and rely upon any oral or written representations, submissions, evidence and documents that are provided to it or created during the course of any inquiry and/or are created or otherwise generated during the proceedings of an Independent Tribunal for the purpose of carrying out its regulatory functions and monitoring and implementing compliance with its rules and regulations.

## 29 **SEVERABILITY**

If any provision of these Rules shall be found to be illegal, invalid or unenforceable, that shall not affect the legality, validity or enforceability of any other provision of the Rules.

## 30 **GOVERNING LAW**

These Rules and all matters arising from or connected with it are governed by English law.

## 31 **COMPLIANCE WITH LAWS**

Each Club shall at all times comply with all applicable laws, statutes and regulations from time to time in force.

## 32 **COMMENCEMENT AND ALTERATIONS TO RULES**

32.1 These Rules shall be deemed to have come into effect on 25 July 2019.

32.2 These Rules shall be effective until amended.

32.3 No amendment of these Rules shall be made or implemented until it has been approved by the Board. Once such approval has been made, the Board shall notify Clubs of the amendment to the Rules at which point the Rules, as amended, shall become effective. It is envisaged that the Board will provide this notice to Clubs at an AGM or SGM but the Board reserves the right to provide the notice in any other way it considers appropriate.

## APPENDIX 1

### Rules in respect of the Cup Competition (“Cup Rules”)

#### 1. Applicability of the Rules to the Cup Competition

- 1.1. The Rules shall apply to the Cup Competition save as otherwise set out below. References to Competitions (including Competition Match and Competition Secretary) within the Rules include the Cup Competition.
- 1.2. In the event of any conflict between the Rules and these Cup Rules, these Cup Rules will take precedence in relation to the Cup Competition.
- 1.3. In order to participate in the Competitions, a Club must comply with the Cup Rules and, as appropriate, the provisions of the Rules.
- 1.4. The provisions of the Rules as set out in the first column of the table below shall not apply to the Cup Competition and shall be replaced with the text set out in the second column. Where the Rule is referred to as a “New Rule” this shall apply as an additional Rule.

Rule	Provision within the Cup Rules
New Rule 2.8	All Clubs shall participate in the Cup Competition. The Cup Competition will be based on a group stage followed by a knock out stage organised as set out below at Cup Rule 15. Subject to Rule 17, the composition and organisation of the Cup Competition for each Playing Season will be confirmed at the Joint AGM each year. A Club entered into membership of a League at the Joint AGM shall be subject to the application of the Cup Rules until the date of the following Joint AGM.
Rules 8.14.1 to 8.14.3	<p>8.14.1 Any Club found to have played an ineligible Player in a Cup Match or Cup Matches shall be in breach of these Rules and the matter shall be referred to an Independent Tribunal for determination pursuant to Rule 3.7.1(d).</p> <p>8.14.2 Subject to Rule 8.14.3, the Independent Tribunal may:</p> <p>(a) order that the Cup Match or Cup Matches be awarded to the opposition Club; or</p> <p>(c) make any such other order that the Independent Tribunal may decide.</p> <p>8.14.3 The Independent Tribunal may determine not to order that the Cup Match be awarded to the opposition Club only in circumstances where the ineligibility is due to the failure to obtain an International Transfer Certificate or where the ineligibility is related to the Player’s status.</p>
New Rule 8.19	No Player may play for more than one Club in the Cup Competition in a Playing Season.
Rule 11.2.3	11.2.3 Each Club in Tier 1 shall be provided with communications equipment which shall be used by Match Officials for a Cup Match. The Club shall ensure that this equipment is available and fully functions at (a) each home Cup Match and (b) each away Cup Match where the opponent is a Club in Tier 2. The Club in Tier 1 provided with the communications

	<p>equipment shall be responsible for reimbursing The FA for any costs associated with damage to such equipment caused by the acts or omissions of the Club. Breach of this Rule shall be subject to a fixed penalty in accordance with the Table of Summary Offences and Sanctions.</p>
<p>Rules 11.6.1 and 11.6.2</p>	<p>Intentionally left blank.</p>
<p>Rule 15</p>	<p><b>15. STRUCTURE OF THE CUP COMPETITION</b></p> <p>15.1 The first round of the Cup Competition shall be played in a group format (the “<b>Group Stage</b>”). Subsequent rounds shall be played on a ‘knock-out’ basis (the “<b>Knock Out Stage</b>”).</p> <p><b>The Group Stage</b></p> <p>15.2 The Group Stage will consist of five groups of Clubs (“<b>Groups</b>” and each a “<b>Group</b>”) split geographically so that two Groups shall contain the most northerly Clubs competing in the Cup Competition (“<b>Northern Groups</b>”) and three Groups shall contain the most southerly Clubs competing in the Cup Competition (“<b>Southern Groups</b>”). Four Groups will have four Clubs and one Group will have five Clubs.</p> <p>The three Clubs who have qualified for the UEFA Champions League for the 2021/22 Playing Season will be exempt from the Group Stage, and will enter at the Quarter Finals. Should any of these three Clubs exit the UEFA Champions League in Round 1 or 2, they will enter the Cup Competition at the Group Stage and be drawn in an existing group of four Clubs in the appropriate geographical grouping in accordance with Cup Rule 15.3 (unless that would result in one Group having more than five Clubs, in which case, any of the three Clubs exiting the Champions League in Round 1 or 2 may be drawn into a Group which does not reflect their geographical location).</p> <p>15.3 In order to determine the allocation of Clubs to Groups, an open draw will take place as follows:</p> <p style="padding-left: 40px;">15.3.1 the most northerly Clubs will be drawn against each other and allocated to the Northern Groups; and</p> <p style="padding-left: 40px;">15.3.2 the most southern Clubs will be drawn against each other and allocated to the Southern Groups</p> <p>15.4 Each Club shall play the other Clubs in its Group once.</p> <p>15.5 The Group matches will be 90 minutes duration. If the result of a Group match is a draw after 90 minutes then the taking of penalty kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board will take place. There shall be no period of extra time.</p>

	<p>15.6 Points will be awarded as follows:</p> <p>15.6.1 A Club which wins a Group match in 90 minutes will score three points.</p> <p>15.6.2 A Club which wins a Group match that is tied after 90 minutes by winning the penalty shootout will score two points.</p> <p>15.6.3 A Club which loses a Group match that is tied after 90 minutes as it loses the penalty shootout will score one point.</p>
	<p>15.7 The position of each Club in the Group shall be determined in the order set out below with the Club placed highest being the Club which has:</p> <p>15.7.1 the highest number of points;</p> <p>15.7.2 a superior goal difference (which shall be calculated as follows: the goals scored against each Club shall be deducted from the goals scored by that Club and the Club with the largest positive or smallest negative difference shall be placed the highest);</p> <p>15.7.3 scored the most goals;</p> <p>15.7.4 won the most matches in the Group Stage;</p> <p>15.7.5 better playing record against the other Club in their Group match; and</p> <p>15.7.6 the drawing of lots.</p> <p>15.8 The Clubs finishing in first place in each Group will progress to the Knock Out Stage. If any Clubs competing in the UEFA Champions League enter the Cup Competition at the Group Stage, then then the equivalent number of best second placed teams or team, as appropriate, (based on and in the order of, highest number of average points per game, highest average goal difference per game, highest average goals scored per game, drawing of lots) will progress to the Knock Out Stage.</p> <p><b>The Knock Out Stage</b></p> <p>15.9 The Knock Out Stage will consist of:</p> <p>15.9.1 four quarter finals ("<b>Quarter Finals</b>");</p> <p>15.9.2 two semi finals ("<b>Semi Finals</b>"); and</p> <p>15.9.3 the final ("<b>Final</b>").</p> <p>15.10 The matches in the Knock Out Stage shall be played to a conclusion with extra time (a period of 30 minutes split into two halves of 15 minutes) to be played if there is no winner after 90 minutes. If there is no winner after extra time, the winner shall be determined by the taking of penalty kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.</p>



	<p>15.12 The Clubs which progress from the Group Stage as per Cup Rule 15.8, shall progress to the Quarter Finals.</p> <p>15.13 In order to determine which Clubs will play each other in the Quarter Finals, an open draw will take place.</p>
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	<p>15.14 The winning four Clubs from the Quarter Finals will progress to the Semi Finals.</p> <p>15.15 In order to determine which Clubs will play each other in the Semi Finals, an open draw will take place.</p> <p>15.16 The Semi Finals shall be played at the home Ground of the first drawn Club or a neutral ground to be determined by the Board in its absolute discretion.</p> <p>15.17 The winning two Clubs from the Semi Finals will progress to the Final.</p> <p>15.18 The Final shall be played on a neutral ground to be determined by the Board in its absolute discretion.</p> <p>15.19 The winner of the Final will be winner of the Cup Competition.</p>
Rule 16.1	<p>The Executive Operational Committee (or a person nominated on its behalf) shall present to the winners and runners up of the Cup Competition 32 souvenirs medals and 25 for the Players. Additional souvenirs cannot be presented except by consent of the Executive Operational Committee, and then at the expense of the requesting Club. When a player taking part is ordered to leave the field of play for misconduct, the medal to which she may be entitled may be withheld at the discretion of the Executive Operational Committee.</p>
Rule 19	<p>19.1 Each Club agrees to comply with the Insolvency Policy and acknowledges that the obligations and rights set out therein shall apply and are in addition to these Rules.</p> <p>19.2 In the event that an Insolvency Event occurs in relation to any Club or Group Undertaking, the Club must immediately inform and keep informed the Competition Secretary and The FA.</p> <p>19.3 The Board will then, in its absolute discretion, determine whether to accept the Club's application to participate in the Cup Competition and/or allow the Club to continue to compete in the Club Competition and may set any terms and conditions in relation to the Club's on-going participation.</p> <p>19.4 Where a Club is removed from the Cup Competition under Cup Rule 19.3, the Competition Secretary shall serve the Club with a written notice of this ("<b>Notice of Removal</b>").</p> <p>19.5 A Club may appeal against a Notice of Removal but only on the ground that the relevant Insolvency Event(s) arose solely as a result of a Force Majeure Event ("<b>Sporting Sanctions Appeal</b>").</p> <p>19.6 For the purposes of this Cup Rule 19, a '<b>Force Majeure</b>' event shall be an event that, having regard to all of the circumstances, was caused by and resulted directly from circumstances, other than normal business risks, over which the Club and/or Group Undertaking (as the case may be) could not reasonably be expected to have control and its Officers had used all due diligence to avoid happening.</p>

	<p>19.7 Any Sporting Sanctions Appeal will be determined by an Independent Tribunal in accordance with Rule 3.10</p> <p>19.8 The Independent Tribunal may:</p> <ul style="list-style-type: none"><li>19.8.1 confirm the Club's removal from the Cup Competition;</li><li>19.8.2 set aside the Club's removal from the Cup Competition; and/or</li><li>19.8.3 make any such other order that the Independent Tribunal may decide.</li></ul>
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## APPENDIX 2

### Respect Code of Conduct - Adult Players

We all have a responsibility to promote high standards of behaviour in the game.

Players tell us they want a referee for every match, yet thousands of match officials drop out because of the abuse and intimidation they receive on and off the pitch. Respect your referee today and you may just get one for every match this season. Play your part and observe The FA's Respect Code of Conduct (the "**Code**") for players at all times.

On and off the field, I will:

- Adhere to the Laws of The Game
- Display and promote high standards of behaviour
- Promote Fair Play
- Always respect the match officials' decisions
- Never engage in public criticism of the match officials
- Never engage in offensive, insulting or abusive language or behaviour
- Never engage in bullying, intimidation or harassment
- Speak to my team-mates, the opposition and my coach/manager with respect
- Remember we all make mistakes.
- Win or lose with dignity. Shake hands with the opposing team and the referee at the end of every game.

I understand that if I do not follow the Code, any/all of the following actions may be taken by my club, County Association or The FA:

- Be required to apologise to team-mates, the other team, referee or team manager
- Receive a warning from the coach
- Receive a written warning from the club committee
- Be required to attend an FA education course
- Be dropped or substituted
- Be suspended from training
- Not be selected for the team
- Be required to serve a suspension
- Be fined
- Be required to leave the club.

In addition:

- The FA/County Association could impose a fine and/ or suspension on the club.

### **Respect Code of Conduct - Coaches, Team Managers and Club Officials**

We all have a responsibility to promote high standards of behaviour in the game.

In The FA's survey of 37,000 grassroots participants, behaviour was the biggest concern in the game. This included the abuse of match officials and the unacceptable behaviour of over competitive parents, spectators and coaches on the side-line. Play your part and observe The Football Association's Respect Code of Conduct (the "**Code**") in everything you do.

On and off the field, I will:

- Show respect to others involved in the game including match officials, opposition players, coaches, managers, officials and spectators
- Adhere to the laws and spirit of the game
- Promote Fair Play and high standards of behaviour
- Always respect the match official's decision
- Never enter the field of play without the referee's permission
- Never engage in public criticism of the match officials
- Never engage in, or tolerate, offensive, insulting or abusive language or behaviour.

When working with players, I will:

- Place the well-being, safety and enjoyment of each player above everything, including winning
- Explain exactly what I expect of players and what they can expect from me
- Ensure all parents/carers of all players under the age of 18 understand these expectations
- Never engage in or tolerate any form of bullying
- Develop mutual trust and respect with every player to build their self-esteem
- Encourage each player to accept responsibility for their own behaviour and performance
- Ensure all activities I organise are appropriate for the players' ability level, age and maturity
- Co-operate fully with others in football (e.g. officials, doctors, physiotherapists, welfare officers) for each player's best interests.

I understand that if I do not follow the Code, any/all of the following actions may be taken

by my club, County Association, league or The FA:

- Required to meet with the club, league or County Welfare Officer
- Required to meet with the club committee
- Monitored by another club coach
- Required to attend an FA education course
- Suspended by the club from attending matches
- Suspended or fined by the County Association
- Required to leave or be sacked by the club.

In addition:

- My FACA (FA Coaches Association) membership may be withdrawn.

**APPENDIX 3**

**TABLE OF SUMMARY OFFENCES AND SANCTIONS**

<b>Rule</b>	<b>Summary Offence</b>	<b>Fixed Penalty (£)</b>
5.3.4	Failure to be represented at a AGM or SGM	£500
6.5	Failure to notify Competition Secretary of proposed changes to a membership register	£50
6.6	Failure to return information requested by the Competition Secretary	£100
6.14	Failure to satisfactorily attend to the business and/or the correspondence of the Competitions	£200
8.2.9	Failure to complete and send a player registration form which is received by the Competition Secretary within five days of having been signed by the Player.	£50
8.2.13	Breach of this Rules concerning Player registrations	£100
10.1	Failure to notify the Competition Secretary, in writing, of details of first, second and (if applicable) third choice colours for outfield players and goalkeeper (shirts, shorts and socks) on the date specified prior to the season or changes to the first or second choice colours or combination of colours without the consent of the Executive Operational Committee	£100
10.2	Failure of away Club to notify the home Club and the Competition Secretary of the colours it intends that its Players will wear at least 14 days prior to a Competition Match	£100
10.4	Failure to provide alternative shirts to be worn by the Match Officials where the Executive Operational Committee and/or the Match Officials determine that a Club's colours are not clearly distinguishable.	£500
10.4	Failure to ensure the Players' shirts are clearly numbered (with league branded numbers). Players' shirts not including the Player's name.	£100
10.5	Players' shirts not being numbered in accordance with the Team Sheet handed to the Referee before a Competition Match and a change of numbers during the Competition Match except for a change of goalkeeper or if permitted by the Referee because of a blood injury.	£200
10.8	Failure of the team captain to wear a distinguishing armband to indicate her status.	£100

10.9	Failure to have one sleeve of the shirts of all Players in Competition Matches carrying a logo of the relevant League as supplied by the Executive Operational Committee.	£100
10.10	Shirt advertising not complying with FA Regulations Relating to Advertising on the Clothing of Players, Club Officials and Match Officials.	£200
11.1.2	Failure to acknowledge receipt of fixture list	£100
11.1.7	Failure to notify the Competition Secretary of agreed kick off time within seven days of fixtures announcement	£100
11.2.3	Failure to operate a mobile telephone or email address at all times	£500
11.2.4	Failure to enter field of play at least five minutes before scheduled kick off	£500
11.2.5	A Club not being prepared to kick off at the scheduled time	£300 plus £50 per minute for each minute late
11.2.8	Failure to present Team Sheet at least 75 minutes before kick off	£75
11.2.8	Failure for appropriate personnel to attend Team Sheet exchange	£75
11.2.8	Incomplete or inaccurate Team Sheet	£75



11.2.9	Altering Team Sheet after exchange	£75
11.2.10	Late confirmation of, or failure to confirm, details of match to visiting Club and Match Officials and delegates	£100
11.2.10 and 11.2.11	Late acknowledgement of, or failure to acknowledge, details of match to home Club and team colours	£100
11.2.12 to 11.2.17	Breach of technical area Rules	£100
11.2.19 to 11.2.21	Breach of practice and match ball Rules	£150
11.2.23	Failure to provide drinks for Clubs and Match Officials before, at half time and after the conclusion of a Competition Match	£100
11.2.25	Failure to make available a fully functioning communications kit to Match Officials	£100
11.3.16	Failure to pay the appropriate Match Officials' fees and expenses in the instance that the Match Official(s) have travelled to the ground and the Competition Match postponed, abandoned or otherwise not played	£100
11.3.14	Failure to notify the Match Officials of the cancellation of their appointments immediately	£100
11.4.1	Failure to send the result and match attendance of the Competition Match	£100
11.4.2	Failure to enter details match attendance and the team onto the Club website	£100
11.4.3	Failure to send details of the Competition Match on the prescribed form to the Competition Secretary within three days of the Competition Match	£100
11.5.1	Failure to provide programme for spectators	£250
11.5.2	Late sending of, or failure to send, details and photos of visiting Club by visiting Club to home Club	£150
11.5.3	Failure to submit programme to Competition Secretary	£150
11.5.4 to 11.5.5	Club programme, website or social media bringing the Competitions or The FA into disrepute.	£1000
13.6	Failure to pay Match Officials in cash or cheque on the match day or within 48 hours by bank transfer	£100
13.8	Failure to provide flags	£100

14	Failure to comply with the Performance Support Regulations	£500
16.4	Failure to return Competition trophy by due date or returned in poor condition	£400
23.2	Failure to send details of a change in a Significant Interest or a director of a Club with the Competition Secretary	£250

For the avoidance of doubt, the statements made in the second column above entitled "Summary Offence" are summaries of the relevant offences and are provided for convenience only. Reference should be made to the relevant Rule for complete details of the particular offence.

## APPENDIX 4

### TABLE OF FEES AND EXPENSES

<b>Rule</b>	<b>Subject Matter</b>	<b>Fee (£)</b>
3.8.5	Appeal to an Independent Tribunal	£500
8.18.3	Appeal to the Executive Operational Committee in relation to the termination of a Playing Contract	£150
13.6	Assistant Referee expenses for Tier 1	£60 and 35p per mile travelled
13.6	Referee expenses for Tier 1	£120 and 35p per mile travelled
13.6	Fourth Official expenses for Tier 1	£60 and 35p per mile travelled
13.6	Assistant Referee expenses for Tier 2	£45 and 35p per mile travelled
13.6	Referee expenses for Tier 2	£75 and 35p per mile travelled
13.6	Fourth Official expenses for Tier 2	£45 and 35p per mile travelled

## APPENDIX 5

### SALARY CAP REGULATIONS

#### 1 DEFINITIONS AND INTERPRETATION

1.1 Unless set out below, capitalised terms used throughout these Salary Cap Regulations shall have the same meanings as set out in the Rules.

1.2 In these Salary Cap Regulations the following terms shall have the meanings set out below:

“**Accrue**” means the moment that a Club becomes liable to make a payment (or provide the benefit), irrespective of whether the payment is actually to be made or the benefit is actually to be provided immediately or at some point in the future.

“**Appearance Bonuses**” means bonuses that Accrue to a Player depending upon the number of Competition Matches for which the Player is selected to participate during the Salary Cap Period. For the purposes of calculating the Salary Cap Value of a Player, the deemed Gross value of any appearance bonus provisions will be calculated on the assumption that the Player will participate in 20 matches (for a Tier 1 Club) and 23 matches (for a Tier 2 Club) in the Competition for the Club during the Salary Cap Period.

“**Attempt**” means purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in a breach of these Salary Cap Regulations.

“**Bonus**” means Appearance Bonuses, Win Bonuses and Other Bonuses.

“**Gross**” means without deduction of tax or other contributions or levies.

“**Other Bonuses**” means any other bonuses that may Accrue to the Player (including without limitation goal scoring bonuses) during the Salary Cap Period. In respect of Other Bonuses, the Club must discuss the bonus payment with The FA and The FA shall, acting reasonably, determine the deemed Gross value of the Other Bonus for the purposes of calculating the Player’s Salary Cap Value.

“**Regulatory Team**” means the department within The FA with responsibility for overseeing compliance with the Salary Cap Regulations.

“**Salary Cap Declaration Form**” means the form which sets out the Club’s turnover, Salary Cap Threshold and Salary Cap Value.

“**Salary Cap Form Certificate**” means a certificate in the form attached at Schedule 1.

“**Salary Cap Period**” means 1 July 2021 until 30 June 2022.

“**Salary Cap Players**” means all Players registered to play for a Club in a Salary Cap Period.

“**Salary Cap Relevant Match**” means any first team football fixture played between two (2) Clubs in: (a) the Competitions (including any play-offs); (b) the Women’s FA Challenge Cup competition; (c) such other fixture as The FA may prospectively determine to be a Salary Cap Relevant Match from time to time.

“**Salary Cap Threshold**” means forty (40) percent of a Club’s Gross annual operating budget as set out in the Club’s Club Licence for each Salary Cap Period. This figure must be agreed with the FA WSL Business Manager

by such date as is notified to the Club by The FA in each Salary Cap Period.

“**Salary Cap Value**” shall be calculated in accordance with paragraph 5 below.

“**Win Bonuses**” means bonuses that may Accrue to the Player depending upon the Club’s success in any Competition or matches in which the Player participates during the Salary Cap Period.

1.3 Words denoting the singular shall include the plural and vice versa.

1.4 The Salary Cap Regulations are to be interpreted and applied by reference to, and in a manner that advances, their overriding purpose as detailed in paragraph 2.

## 2 PURPOSE, SCOPE AND APPLICATION

2.1 The FA has introduced these Salary Cap Regulations in order to help regulate the financial expenditure of each Club participating in the Competitions. The overriding purpose of the Salary Cap Regulations is to protect and promote the long-term health and viability of the game of women’s football by ensuring that Clubs do not spend too great a percentage of their income on player salaries and to seek to ensure the competitive balance of women’s football.

2.2 These Salary Cap Regulations, which replace the earlier salary cap regulations for the Competition, shall be deemed to have come into full force and effect on 27 June 2017.

2.3 Where breaches of the Salary Cap Regulations (or any subsequent versions thereof) are discovered to have taken place, such breaches will be dealt with under the Salary Cap Regulations that were in force at the time of the breach.

2.4 The Salary Cap Regulations shall apply to all Participants in the Competitions and such other persons as determined by The FA from time to time, whether or not such Participant is a citizen of or resident in the United Kingdom. Such Participant shall be deemed to have agreed:

2.4.1 to be bound by and to abide strictly by these Salary Cap Regulations;

2.4.2 to submit to the authority of The FA to adopt, apply, amend, monitor and enforce the Salary Cap Regulations;

2.4.3 to provide all requested assistance to The FA in the application, monitoring and enforcement of the Salary Cap Regulations, including (without limitation) by cooperating fully with any investigation or proceedings conducted pursuant to the Salary Cap Regulations;

2.4.4 to submit to the jurisdiction of The FA (including in relation to any charges brought pursuant to these Salary Cap Regulations and any appeals in connection therewith); and

2.4.5 not to bring any proceedings or claim in any court or other forum that are inconsistent with the foregoing submission to the jurisdiction of The FA.

2.5 The FA may amend the Salary Cap Regulations and issue guidance notes as it considers appropriate from time to time. All Participants to whom the Salary Cap Regulations apply shall be deemed to be bound by the Salary Cap Regulations in place from time to time.

## 3 SALARY CAP REGULATIONS BREACHES

3.1 Each Club and all other Participants must ensure that they comply with the following requirements. Any failure to comply with any of the following requirements will constitute a breach of these Salary Cap Regulations:

3.1.1 A Club must ensure that the sum of the Salary Cap Value of all of the Contract Players in any Salary

Cap Period is no more than the Salary Cap Threshold for that Club.

- 3.1.2 A Club must complete and submit to The FA the forms, reports and certificates described in paragraphs 4.1, 6.1.2 and 7.2 below along with any other documents, information, detail, explanation or clarification requested by The FA within any such time limits as The FA may stipulate from time to time.
  - 3.1.3 Each Club and/or other Participant must cooperate fully and without delay with any audit or investigation conducted by The FA in relation to matters arising under the Salary Cap Regulations. This obligation includes (but is not limited to) the obligation to answer fully and without delay any request(s) for information made pursuant to these Salary Cap Regulations.
  - 3.1.4 Any information provided to The FA by any Club and/or other Participant pursuant to the Salary Cap Regulations must be accurate and complete to the satisfaction of The FA.
- 3.2 Any attempt to commit a breach of any of paragraphs 3.1.1 to 3.1.4 (inclusive) shall be treated as an actual breach of the relevant paragraph.
- 3.3 Where a Club commits a breach of these Salary Cap Regulations but can demonstrate that the breach is as a result of lost revenue due solely to the impact of the COVID-19 pandemic, the Executive Operational Committee may, in its absolute discretion, waive the breach and attach conditions thereto.. For the avoidance of doubt, any breach that is waived in accordance with this paragraph will not be referred to an Independent Tribunal under paragraph 7.4.
- 3.4 Clubs must ensure that they comply with both Rule C of The FA Rules and Rule 8 of the Rules at all times. In particular Clubs should ensure that they comply with the following:
- 3.4.1 “All payments and/or benefits whatsoever due and/or made to a Player must be set out in a written agreement between the Club and the Player. Any other payments and/or benefits whatsoever due and/or made on behalf of, or in relation to, a Player (not otherwise detailed in the written agreement between the Club and Player) must also be set out in a written agreement, to which the Club shall be a party. In each case a copy of such agreement must be provided to The Association” (Rule C1(b)(iv) of The FA Rules).
  - 3.4.2 “All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club” (Rule C1(b)(v) of The FA Rules).
  - 3.4.3 “A Non Contract Player is only entitled to be reimbursed expenses actually incurred in relation to their playing for the Club and shall not entitled to any other payment in relation to their performance for the Club. Such expenses must be in accordance with Rule C2(b)(iii) of The FA Rules” (Rule 8.3.3 of the Rules).
- 3.5 Clubs must not allow any payment to be made to or on behalf of a Player in breach of Rule C of The FA Rules and/or Rule 8 of the Rules.

#### 4 **COMPLETION OF SALARY CAP FORMS**

- 4.1 Each Club covered by these Salary Cap Regulations must submit to The FA, within two weeks of the end of the First Transfer Window (or such date as may be notified by The FA from time to time) in each Salary Cap Period a completed version of the Salary Cap Declaration Form for that Salary Cap Period signed by the finance director and one other director of the Club which identifies:
- 4.1.1 the Salary Cap Threshold for the Club, as agreed with the FA WSL Business Manager; and
  - 4.1.2 the total Salary Cap Value of all Salary Cap Players. This information shall match the amounts declared on Salary Cap Forms SC 1 and SC 2. Salary Cap Forms SC 1 and SC 2 are attached to the back of

each Playing Contract and should be completed and submitted to The FA Registrations Department at the same time as the Playing Contract.

4.2 Any Club that fails to provide a satisfactory Salary Cap Declaration Form to The FA by the date set out in paragraph 4.1 shall be reported to the Regulatory Team who shall consider whether there is a case to answer for a breach of the Salary Cap Regulations.

4.3 As part of the annual Club audit, (as may be notified by The FA from time to time each year in accordance with the Club Licence), the finance director and one other director of the Club shall certify that the information contained in the Salary Cap Declaration Form is accurate, confirm any changes to the information contained therein and certify that there has been no breach of the Salary Cap Regulations.

## **5 CALCULATING THE SALARY CAP VALUE OF A PLAYER**

5.1 Subject to the remainder of this paragraph 5, the "Salary Cap Value" of a Player is the total sum of the Gross payments and other benefits that are paid or are payable by a Club or Accrue (or are deemed to Accrue, in accordance with this paragraph 5) to, on behalf of or in relation to the Player in the relevant Salary Cap Period.

5.2 Subject to paragraph 5.3 below, the following items are, without limitation, to be included in the calculation of the Salary Cap Value of a Player:

5.2.1 Gross salary for playing Salary Cap Relevant Matches (including without limitation a Player's wage, fee and any other remuneration paid to the Player).

5.2.2 Gross signing on fee or personal payments linked to any transfer.

5.2.3 Gross Bonus payments.

5.2.4 Accommodation provided to the Player (the actual amount of the value in kind benefit to the Player, or the annual sum of £5,000, whichever is lower).

5.2.5 Payments made by the Club to the Player for promotional, media and endorsement work (image rights).

5.2.6 Any Pension contributions made on behalf of the Player.

5.3 The following items may be excluded from the calculation of the Salary Cap Value of a Player:

5.3.1 Any payment made to a Player by The FA pursuant to any central playing contract entered into between the Player and The FA or any contract of employment with The FA.

5.3.2 The Gross value of the Player's share (if any) of the official prize money paid by The FA to the Club as a result of the Club's performance in the Competition and/or any share of the official prize money paid by The FA to the Club as a result of the Club's performance in any cup competition.

5.3.3 The Gross value of any bonus payments that may Accrue to the Player during the Salary Cap Period if she wins any player-of-the-match or player-of-the-season awards in that Salary Cap Period.

5.3.4 FA Challenge Cup and UEFA Champions League appearance fees and bonuses.

5.3.5 Legitimate and reasonable expenses (for example, without limitation, travel costs, training kit, club clothing, food and drink) whilst a Player is on Club duty.

5.3.6 The annual premium paid by the Player's Club to insure against the cost of the Player's medical expenses. However, to the extent that the Club also insures against the cost of medical expenses incurred by any member of the Player's family, partner or other close friends, the premium payable for

such cover must be included in the calculation of the Salary Cap Value of that Player.

5.3.7 Education fees.

5.3.8 Payments for another genuine role within the Club performed by the Player separate to the Player's Playing Contract (examples could include a part time community-coaching contract, an administration role in the office or lecturing in a university environment).

Any payments made to a Player which would fall under this paragraph 5.3.8 must be declared and listed on Salary Cap Forms SC 1 and SC 2 so that it is clear that these sums are in addition to contractual payments paid to the Player for playing football. The Regulatory Team will need to be able to confirm that these payments are genuine and legitimate and that a Club is not 're-directing' funds to a Player via this route and thereby reducing the Salary Cap Value of a Player. Any such action shall be a breach of these Salary Cap Regulations.

5.4 Time of actual payment, i.e. whether or not a payment is actually made or a benefit is actually provided by the Club to the Player in the relevant Salary Cap Period, is irrelevant to the calculation of the Salary Cap Value of a Player. Instead, what is relevant is the date when the payment or benefit Accrues to a Player.

5.5 For the purposes of calculating the Salary Cap Value of a Player where the Club proposes to register a Player part-way through the Salary Cap Period, The FA shall calculate the Salary Cap Value of the Player, in accordance with the usual principles, as if the Player was employed by the Club for the entire Salary Cap Period and then pro-rata that amount, depending on when the Player was contracted and registered.

5.6 For the avoidance of doubt, where any element of the Salary Cap Value for a Player is to be paid in a foreign currency, the value of such element, for the purposes of these Salary Cap Regulations, shall be converted to Great British Pounds Sterling at Barclays Bank plc's buying rate for that foreign currency at 12.00 noon on the first day of the relevant Salary Cap Period.

## 6 **ONGOING ASSESSMENT OF A CLUB'S SALARY CAP POSITION.**

6.1 At any point following submission of the Salary Cap Declaration Form for the Salary Cap Period, where a Club wishes to commit itself to any transaction, or to conduct itself (by act or omission) in any manner, which will change or increase the Club's Salary Cap Value for that Salary Cap Period, it must:

6.1.1 ensure that such increase will not amount to any breach of these Salary Cap Regulations; and

6.1.2 provide to The FA written details of the transaction or conduct, and evidence of the impact that such transaction or conduct has had on the Salary Cap Value for that Salary Cap Period. The FA may request further additional information or documentation in connection with such transaction.

## 7 **MONITORING COMPLIANCE**

### **The Regulatory Team**

7.1 In accordance with paragraph 3.1.3, all Participants must cooperate fully with The FA and provide all necessary support and information in connection with these Salary Cap Regulations upon demand, including (without limitation):

7.1.1 making themselves available to be interviewed by any member of the Regulatory Team and co-operating fully with any such interview;

7.1.2 verifying the accuracy (or otherwise) of any information or document provided to any member of the



Regulatory Team;

- 7.1.3 producing such further information and/or documentation as may be requested by any member of the Regulatory Team; and/or
- 7.1.4 providing the necessary authority (where applicable) to any relevant third party (e.g. trustees, company directors etc.) in order to ensure the production of any further information or relevant documents as may be requested by any member of the Regulatory Team.

### **Clubs' Reporting Obligations**

- 7.2 In addition to a Club's general obligations of cooperation and disclosure set out in paragraph 3.1.3, paragraph 4 and paragraph 7.1 each Club must complete and submit to The FA a Salary Cap Form Certificate covering the whole Salary Cap Period which must be signed by an authorised officer of the Club and received by The FA within thirty (30) days of the end of the applicable Salary Cap Period as part of the annual club audit conducted in accordance with the terms on the Club Licence.

### **Powers of Inquiry of The FA**

- 7.3 The FA shall have the power to monitor the compliance by Club's and other Participants with these Salary Cap Regulations in accordance with paragraph 3 and Rule F of The FA Rules. In particular, The FA shall be entitled to audit a Club's books and records and/or interview any Participant covered by these Salary Cap Regulations (including any Club Official or Player).

### **Breach of Salary Cap Regulations**

- 7.4 Any breach of these Salary Cap Regulations shall be deemed to be a breach of the Rules and shall be referred to an Independent Tribunal for determination pursuant to 3.7.1(d).

### **Data Protection**

- 7.5 Any Person who submits information (including personal data) pursuant to the Salary Cap Regulations shall be deemed to have agreed, both pursuant to the applicable data protection laws and otherwise, that such information may be collected, processed and disclosed in accordance with, and for the purposes of the implementation of, these Salary Cap Regulations (and shall ensure that it has all necessary consents from any third parties to whom the data relates to allow such collection, processing and disclosure).

## Schedule 1

### The FA WSL Salary Cap Self Certification Form

We hereby confirm on behalf of [**name of Club**] that in accordance with The FA WSL and WC Competition Rules and specifically the salary cap regulations (Appendix E) that we have worked within the salary cap of £ [ ] as agreed in [September 2020] or £ [ ] as agreed in [January 2021 ]after the transfer window.

This is the amount recorded on our accounts as submitted to [The FA WSL Finance Manager] by the 31<sup>st</sup> May 2020]

CEO

Signed By: [ ]

Name of Signatory: [ ]

For and on behalf of: [ ]

Director

Signed By: [ ]

Name of Signatory: [ ]

For and on behalf of: [ ]