

The 2017 Football Association Women's Super League Spring Series– Competition Rules

BACKGROUND

The FA WSL is transitioning from season running between January and December each year to the traditional football season (running between June in one year and May in the next). In order to facilitate this, The FA WSL will operate for one season only between February 2017 and June 2017. The rules below are only to apply for this transitional season between February 2017 and June 2017.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Rules:

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

“AGM” shall mean the annual general meeting of the Competition.

“Appointing Authority” means The FA.

“Board” means The FA Women’s Football Board.

“Board Directive” means an order or instruction issued by the Board.

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

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

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

“Code of Conduct” means the documents set out at Appendix 1.

“Competition” means The Football Association Women’s Super League Spring Series.

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

“Competition Office” means Wembley National Stadium, Wembley, London HA9 0WS being the place where Competition business is transacted.

“Competition Secretary” means such person or persons appointed or elected to carry out the administration of the Competition.

“Conditions” means:

- (a) the Out of Contract Player is under the age of 24 as at 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 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:

- (d) 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
- (e) 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.

“Criteria Document” means the document entitled Ground Grading Minimum Requirements – National Women’s Grade A2 issued by the Competition from time to time and shall, unless stated to the contrary, mean the latest edition of the document.

“CVA” shall mean an agreement reached by a Club under a company voluntary arrangement (under the Insolvency Act 1986), a scheme of arrangement (under part 26 of the Companies Act 2006) or any other compromise agreement reached with its creditors as a whole.

“Day” means any day on which the Competition Office is open for normal business but excluding, unless the Board determines otherwise, a Saturday, a Sunday or a Bank or Public Holiday.

“Embargo” means a ban placed by the Board on a Club in respect of player registrations.

“FA WSL Development League” means the competition as defined by The FA WSL Development League Rules.

“Fees and Fines Tariff” means a list of fees and fines approved by the Board which are to be levied by the Competition for any matters for which fees are payable under the Rules or any breach of the Rules as set out in Appendix 4.

“FIFA” means Fédération Internationale de Football Association.

“FIFA Quality Concept” means the:

- (a) FIFA Quality Concept Handbook of Requirements for Football Turf Surfaces (January 2012 Edition); and
- (b) FIFA Quality Concept – Handbook of Test Methods for Football Turf (January 2012 Edition), and any amendment or modification thereof.

“FIFA Recommended One/IATS or Two Star Certificate” means the certificate of that name awarded by FIFA following compliance with the applicable requirements of the FIFA Quality Concept.

“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.

“Football Turf (3G) Pitch” means a field of play (as that term is defined in the Laws of the Game) that has, following installation and prior to the commencement of each subsequent Playing Season, been awarded a FIFA Recommended One Star/IATS or Two Star Certificate and which otherwise conforms to the requirements of the Laws of the Game.

“General Meeting” means a meeting held in accordance with the provisions of Rule 4.13.

“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 any ground on which a Club plays a Competition Match.

“Home Grown” means irrespective of nationality or age, any Player who has been registered with a Club or club affiliated to an Affiliated Association for a period, continuous or not, of three (3) seasons or thirty six (36) months prior to their twenty first birthday (or the end of the season in which the player turns twenty one (21)).

“IATS” means International Artificial Turf Standard.

“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 Competition;

- (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.

"International Clearance 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.

"Intermediary" means any natural or legal person who carries out or seeks to carry out Intermediary Activity and has registered with The FA in accordance with The FA Regulations on Working with Intermediaries.

"Intermediary Activity" shall have the same meaning as that given in The FA Regulations on Working with Intermediaries and any associated definitions shall also be given the same meaning as set out in The FA Regulations on Working with Intermediaries.

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

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

"Match Officials" means the referee, the assistant referees and any fourth official appointed to a Competition Match by the Appointing Authority.

"Management Committee" means the committee appointed by the Board to carry out the day to day management and administration of the Competition.

"Membership Year" means the period in each calendar year from the holding of one AGM to the holding of the next AGM.

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

"Non Contract Player" means any 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” shall mean when a Club has either:

- (a) paid (in cleared funds) to the supervisor of its CVA or its administrator, sufficient funds to pay all its creditors in full (one hundred (100) pence in the pound) and to cover the costs of the CVA or the administration and confirmation of this fact has been received in writing from the supervisor/administrator; or
- (b) paid (in cleared funds) sufficient to settle in full (one hundred (100) pence in the pound) any debts owed to creditors outside a CVA.

“Pitch” means a Grass Pitch or Football Turf (3G) 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 Concept or IATS.

“Player” means any Contract Player, Non Contract Player or other Player who plays or who is eligible to play for a Club in this Competition.

“Playing Season” means the period between the date on which the first league fixture in the Competition is played each year until the date on which the last league fixture in the Competition is played.

“Qualifying Player” means any Player (excluding Players on Short Term Loan) who appears on a Club’s Team Sheet in twenty five (25) percent of her Club’s Competition Matches over the previous two (2) Playing Seasons.

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

“Representation Contract” shall have the same meaning as given in The FA Regulations on Working with Intermediaries and any associated definitions shall be construed in accordance with The FA Regulations on Working with Intermediaries.

“Rules” means these rules under which the Competition is administered.

“Salary Cap Regulations” means the regulations set out at Appendix 3.

“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.

“Short Term Loan” means a loan transfer for a period of no fewer than 28 days and no more than 93 days in any one Playing Season.

“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 AGM at the end of the Playing Season in which the transfer of membership takes place:

- (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 or Satisfied under the Rules.

"Significant Interest" means the holding and/or possession of the legal or beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares or other securities in a Club which confer in aggregate on the holder(s) thereof ten (10) per cent or more of the total voting rights exercisable in respect of the shares or any class of shares in a Club. 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 are acting in concert, and any rights or powers held by an Associate (as defined 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".

"Team Sheet" means a form provided by the Competition as referred to in Rule 11.17.

"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.

"UKAS" means The United Kingdom Accreditation Service.

"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.

2. CONTROL OF COMPETITION AND CONSTITUTION

- 2.1. The ownership, organisation, control and management of the Competition and any rights associated with it 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 Competition under these Rules will be carried out by the Board and the Management Committee in accordance with and as set out in these Rules.
- 2.3. All Clubs shall adhere to the Rules. All Clubs and Players participating in any way in the Competition 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 Competition to have accepted the Rules and to have agreed to abide by the decisions of the Board in relation thereto, subject to the provisions of Rule 26.
- 2.4. All Clubs will be required to adhere to The FA Rules and Regulations including but not limited to Rule D of The FA Rules in respect of international and other representative matches and call-ups.

- 2.5. The Competition will be known as “The Football Association Women’s Super League Spring Series” or “FA WSL Spring Series” (or such other name as the Board may decide from time to time) and the area covered by the Competition shall be England.
- 2.6. Subject to Rule 2.7, the Competition shall allow for up to 20 member Clubs. There will be 2 divisions which shall be called FA WSL 1 and FA WSL 2. Again subject to Rule 2.7, there shall be 10 Clubs in FA WSL 2 and 10 Clubs in FA WSL 1. The Clubs competing in each division each season will be confirmed by the AGM each year. A Club entered into membership at the AGM shall be subject to the application of the Rules until the date of the following AGM.
- 2.7. The membership of the Competition, its composition, the number of Clubs and divisions shall be determined annually by the Board in its sole discretion.

3. POWER OF THE BOARD AND THE MANAGEMENT COMMITTEE

Composition of the Board and the Management Committee

- 3.1. The Board shall be comprised of:
 - 3.1.1. A chairperson and a vice-chairperson who shall be appointed by The FA from time to time.
 - 3.1.2. Such other members as are determined by The FA from time to time.
- 3.2. The Board will appoint the chairperson of the Management Committee.
- 3.3. The Management Committee shall be comprised of:
 - 3.3.1. The Chairperson of the Board.
 - 3.3.2. The Competition Secretary.
 - 3.3.3. Four (4) Club representatives who shall be elected annually at the AGM. Of the four (4) Club representatives, two (2) shall be from Clubs in FA WSL 1 and two (2) shall be from Clubs in FA WSL 2.
 - 3.3.4. Four (4) such other voting members as are appointed by The FA from time to time
 - 3.3.5. Such other non-voting members as are appointed by The FA from time to time.
- 3.4. The Management Committee shall appoint a vice-chairman from amongst its own numbers.

Attendance at meetings and voting

- 3.5. The Board and the Management Committee shall have the power to fill, as they deem necessary, albeit in an acting capacity until the next AGM only, any vacancies that may occur amongst their number.
- 3.6. Subject to Rule 3.9 below and the provision for non-voting members of the Management Committee at 3.3.5 above, each member of the Board or Management Committee shall have the right to attend and vote at all meetings of the respective Board or Management Committee and have one vote thereat.
- 3.7. In the event that a vote of either the Board or the Management Committee is equal, the chairperson of the Board or Management Committee respectively shall have a second and/or casting vote.
- 3.8. The quorum necessary for the transaction of any business at a Board meeting shall be three (3) to include at least one non-executive member and one of the chairperson or vice

chairperson. Fifty (50) percent of the members of the Management Committee from time to time who are present and eligible to vote shall constitute a quorum for the transaction of any business at a Management Committee meeting.

- 3.9. All members of the Board and the Management Committee shall avoid a situation in which they or any Club that they represent or are associated with has, or may have, a direct or indirect interest that conflicts, or may conflict, with the interests of the Competition as a whole or their membership of the Board or Management Committee. All such conflicts of interest must be declared to the Board or Management Committee in advance of any decision in respect of which such conflict of interest is, or would be perceived to be, relevant. Where there is any doubt as to whether a conflict of interest exists this shall be declared by the relevant member in advance and the Board or Management Committee shall determine, in its absolute discretion, whether the relevant interest constitutes a conflict of interest. No member of either the Board or the Management Committee shall be entitled to vote on any matter on which they have or are deemed to have a conflict of interest.
- 3.10. The Board shall meet as often as is necessary to carry out the business of the Competition and exercise the powers given to it under these Rules.
- 3.11. The Board may appoint such committees as it deems appropriate which shall be fully empowered to act on the Board's behalf subject to ratification by the Board. Pursuant to this power, the Board has appointed the Management Committee to carry out the day to day management of the Competition and as such, the Management Committee shall have the powers set out under these Rules and shall meet as often as is necessary for this purpose.

Powers of the Board and Management Committee

- 3.12. The Board and the Management Committee shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of The FA or an affiliated association.
- 3.13. Save where specifically provided otherwise in these Rules, the Management Committee shall have power to apply, act upon and enforce these Rules and shall have jurisdiction over all matters affecting the Competition including any not provided for in these Rules. In addition, the Management Committee shall have the power to inquire into any suspected or alleged breach of these Rules. For these purposes, the Management Committee may require any Club, Club Official, Player or other Participant (as defined in The FA Rules) to appear before it and produce any information, documents or materials as the Management Committee may request. All Clubs, Club Official, Players or other Participants (as defined in The FA Rules) must take all reasonable measures to assist the Management Committee in the collection of evidence. Any failure by any of the above to comply with a requirement of the Management Committee pursuant to this paragraph shall constitute a breach of these Rules which shall be dealt with by the Management Committee in its absolute discretion.
- 3.14. The Board shall also have the power to issue an order or instruction, by way of a Board Directive, in the best interest of the Competition, on any matter not provided for in these Rules, with which Clubs must comply or be subject to sanction under Rule 3.23, save where any such Board Directive is inconsistent with The FA's Rules, in which event the Board Directive will not create a binding obligation on Clubs.

3.15. All decisions of the Board or Management Committee shall be binding, subject to a right of appeal to The FA pursuant to Rule 26. Decisions of the Board or Management Committee must be notified, in writing, to all concerned within fourteen (14) days of the making of such decision.

Breaches of the Rules

- 3.16. Upon becoming aware of any breach of these Rules the Competition Secretary shall write to the entity suspected of a breach formally charging the party (“Notice of Charge”) giving at least seven (7) days’ notice of the time, date and venue of the meeting at which the charge shall be considered by the Management Committee.
- 3.17. The party charged shall respond in writing to the Competition Secretary within seven (7) days stating whether or not the charge is admitted. Where no response is received, the Management Committee will deal with the case on the evidence it has at the time. If the charge is disputed or if the party admitting the charge wishes to present a plea in mitigation, it shall have the right to do so and to a personal hearing for these purposes if it so wishes. The party charged also has the right to waive the seven (7) day requirement and allow the charge to be considered in less than seven (7) days after the party has been charged.
- 3.18. If the party charged disputes the charge or wishes to present a plea in mitigation (either by way or written submissions or in a personal hearing) it shall submit its case in writing to be received by the Management Committee at least seven (7) days prior to the date of the meeting set to consider the charge and in default, the Management Committee will be at liberty to proceed to hear the charge without the benefit of written submissions from the party charged.
- 3.19. Where the Rules provide for the imposition of a financial penalty under the Fees and Fines Tariff then the Notice of Charge shall refer to the penalty provided for in the Fees and Fines Tariff.
- 3.20. If the Rule provides that the penalty for such a breach is in the discretion of the Management Committee then the Notice of Charge shall also state as such. If the penalty set by the Rules is not a financial penalty then such penalty must still be referred to in the Notice of Charge.
- 3.21. All breaches of the Laws of the Game and The FA’s Rules and regulations shall be dealt with in accordance with The FA Rules and regulations by the appropriate body prior to any action by the Competition.
- 3.22. All fines and charges imposed by the Management Committee shall be received by the Competition within twenty-eight (28) days of the date of notification of imposition (unless otherwise ordered). Any Club or person breaking this Rule shall be liable to such penalties as the Management Committee may impose.
- 3.23. If a Club fails to comply with a Board Directive within fourteen (14) days of notification of such order or instruction, or within fourteen (14) days of an operative date specified in that order or instruction, it shall not be allowed to play or take part in the business of the Competition until the expiry of seven (7) days from the day the order or instruction is complied with.

4. THE AGM

- 4.1. The AGM shall be held not later than 30 June in each year. The following business shall be transacted at each AGM as necessary each year:
 - 4.1.1. To receive and confirm the minutes of the preceding AGM.

- 4.1.2. To consider any business arising from the previous AGM.
- 4.1.3. To receive and adopt the annual report and financial report in respect of the Competition.
- 4.1.4. The election of four (4) Club representatives on to the Management Committee (two (2) from FA WSL1 and two (2) from FA WSL2).
- 4.1.5. To receive notice of:
 - 4.1.5.1. The constitution of the Competition for the ensuing season.
 - 4.1.5.2. Any changes to the members of the Board and Management Committee.
 - 4.1.5.3. The Competition's auditors.
 - 4.1.5.4. Any alteration that has been made to these Rules and the Fees and Fines Tariff (if any).
 - 4.1.5.5. The date for the commencement and conclusion of the following Playing Season.
 - 4.1.5.6. Other business of which due notice shall have been given and accepted as being relevant to an AGM.
- 4.2. Not less than twenty-eight (28) days' notice in respect of the AGM shall be given.
- 4.3. A copy of the duly audited/verified annual report, financial report and agenda shall be forwarded to each Club at least fourteen (14) days prior to the date of the AGM.
- 4.4. Each Club shall be empowered to send two of its Club Officials to an AGM, who shall be notified to the Competition Secretary (fourteen) 14 days prior to the AGM. Each Club shall be entitled to one vote only.
- 4.5. Each member of the Board and Management Committee shall have the right to vote at the AGM, although if any individual is a member of both the Board and Management Committee that individual shall only be entitled to one vote.
- 4.6. In the event of a vote being equal on any matter, the Chairman of the Board shall have a second and/or casting vote.
- 4.7. Clubs who will not be continuing membership of the Competition for the following Playing Season shall be entitled to attend but shall vote only on matters relating to the Playing Season being concluded. This provision will not apply to Clubs expelled from the Competition or whose licence is otherwise terminated by The FA, who shall not be entitled to any vote on any matters.
- 4.8. All voting shall be conducted by a show of voting cards unless a ballot is demanded by at least one third of the attendees present and entitled to vote or the Chairman of the Board so decides.
- 4.9. No individual shall be entitled to vote on behalf of more than one Club.
- 4.10. Fifty (50) percent or more of attendees present and entitled to vote at the AGM shall constitute a quorum.
- 4.11. All continuing Club's must be represented at the AGM unless a satisfactory reason has been given and accepted by the Committee.

4.12. Any Club failing to be represented at an AGM called in accordance with the Rules without satisfactory reason being given shall be fined in accordance with the Fees and Fines Tariff. Whenever required to do so all club managers or assistant managers shall be required to attend in person any AGM of Clubs to receive a presentation by the Board. Failure to do so without just cause shall be a breach of these Rules and be dealt with in accordance with the Fees and Fines Tariff.

4.13.

5. GENERAL MEETINGS

5.1. Upon receiving a requisition signed by two thirds of the Clubs participating in the Competition, the Competition Secretary shall call a General Meeting.

5.2. The Management Committee may call a General Meeting at any time.

5.3. At least fourteen (14) days' notice shall be given of a General Meeting at which time an agenda of the business to be transacted at such meeting shall also be provided.

5.4. Each Club shall be empowered to send two (2) delegates to all General Meetings. Each Club shall be entitled to one (1) vote only.

5.5. No individual shall be entitled to vote on behalf of more than one Club.

5.6. Each member of the Board and Management Committee shall have the right to vote at a General Meeting, although if any individual is a member of both the Board and Management Committee that individual shall only be entitled to one vote.

5.7. All voting shall be conducted by a show of voting cards unless a ballot is demanded by at least one third of the attendees present and entitled to vote or the Chairman of the Board so decides.

5.8. In the event of a vote being equal on any matter, the Chairman of the Board shall have a second and/or casting vote.

5.9. Fifty (50) percent or more of the attendees present and entitled to vote at the General Meeting shall constitute a quorum.

5.10. Any Club failing to be represented at a General Meeting called in accordance with the Rules without satisfactory reason being given shall be fined in accordance with the Fees and Fines Tariff. Whenever required to do so all club managers or assistant managers shall be required to attend in person any General Meeting of Clubs to receive a presentation by the Board. Failure to do so without just cause shall be a breach of these Rules and be dealt with in accordance with the Fees and Fines Tariff.

6. MEMBERSHIP REQUIREMENTS - GENERAL

6.1. Notwithstanding any provision of The FA Rules, a Club must be incorporated in England and will not be entitled to participate in the Competition 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 fourteen (14) days of the passing of the resolution together with a copy of the change(s).

6.2. A Club must have a Club Licence in order to participate in the Competition. A Club must comply with the terms of its Club Licence at all times. Any breach by a Club of its Club Licence shall be considered a breach of these Rules which shall be dealt with in the absolute discretion of the Management Committee.

- 6.3. A Club must be affiliated at all times to an County Association. 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.
- 6.4. The Competition 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 Competition in the membership register including any proposed change of company name. The Competition will provide a copy of its membership register to The FA annually.
- 6.5. Each Club shall return to the Competition Secretary a fully completed questionnaire relating to Form "D" as required by The FA by the date given in the letter issued by the Competition Secretary accompanying the questionnaire.
- 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 to comply with this Rule shall result in any Club in default being fined in accordance with the Fees and Fines Tariff.
- 6.7. All Clubs are required to sign the Code of Conduct at Appendix 1. The Code of Conduct shall be communicated to all Players and Club Officials each of whom must sign a copy of the Code of Conduct. It shall be a breach of these Rules for a Club, Player or Club Official to refuse to sign the Code of Conduct. Any Club, Player or Club Official refusing to sign the Code of Conduct shall be charged with misconduct.
- 6.8. All Clubs are required to have Club rules which all Players and Club Officials shall be required to comply with. Standard club rules are set out at Appendix 2 and each Club must ensure that its rules meet the standards set out in the rules at Appendix 2 as a minimum.
- 6.9. In order to participate in the Competition, each Club must enter a team in the FA WSL Development League.
- 6.10. The Competition and each Club must be committed to promoting inclusivity and to eliminating all forms of discrimination.
- 6.11. The Competition and each Club does not and must not by its rules or regulations or in any manner whatsoever 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).
- 6.12. The Competition and each Club shall 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.
- 6.13. Any alleged breach of the Equality Act 2010 must be referred to the appropriate sanctioning association for investigation.

- 6.14. All Clubs, Players and Participants (as defined in The FA Rules) shall abide by The FA Regulations for the Safeguarding of Children, The FA Safeguarding Vulnerable Adults Policy, The FA's betting rules and The FA Anti-Doping Regulations as amended from time to time.
- 6.15. Except where otherwise mentioned, all communications shall be addressed to the Competition Secretary, who shall conduct the correspondence of the Competition and keep a record of its proceedings. All communications received from Clubs shall be conducted through their Club Secretary (in the absence of a Club Secretary, a nominated officer of the Club as notified to the Competition Secretary from time to time).
- 6.16. A Club must at all times attend satisfactorily to the business of the Competition and/or the correspondence of the Competition. If a Club fails to comply with an order or instruction of the Board or the Management Committee or fails to satisfactorily attend to the business and/or the correspondence of the Competition, it shall be liable to a fine of £100 which shall double if the Club has previously been warned in respect of its conduct or any other penalty as the Board or Management Committee determines.

7. MEMBERSHIP REQUIREMENTS – GROUNDS AND PITCHES

General

- 7.1. All Clubs shall have Grounds and headquarters situated in England. The Competition Secretary shall send the names and particulars for each Club's ground to The FA annually by the date appointed by, and in the format required by, The FA.
- 7.2. Each Club shall register its Ground, and its pitch dimensions, with the Competition 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 Board. The Board may at any time require a Club, at its own cost, to submit a report from a qualified independent source certifying the pitch dimensions.
- 7.3. The Club shall, at least 2 months prior to each Playing Season:
- 7.3.1. own the freehold of the Ground;
 - 7.3.2. have a lease for the Ground that extends uninterrupted for a minimum of the next two (2) Playing Seasons or until the expiry of the Club's Club Licence whichever is shorter; or
 - 7.3.3. possess an agreement for the use of the Ground that is acceptable to The FA following consultation with the Competition.
- 7.4. In each case provided for at Rules 7.3.1 to 7.3.3 above, the Club must provide to the Competition and to The FA (at least 2 months prior to each Playing Season) evidence in the form set out below:
- 7.4.1. If the Ground is freehold and the title registered at the Land Registry currently dated official copies of the freehold title from the Land Registry in the name of the entity in membership of the Competition or, if the title is unregistered, a certificate of title from the Club's solicitor showing that the Ground is owned by the entity in membership of the Competition.
 - 7.4.2. If the Ground is held leasehold a copy of the signed and dated lease in the name of the entity in membership of the Competition. If the expiry date of the lease has already

passed or is dated before the end of the next full Playing Season, a certificate from the Club's solicitor as to whether or not a notice has been given by the landlord to terminate the lease. In addition the Club must provide evidence of registration at the Land Registry, or explain why the lease is not registered.

7.4.3. If the Ground is subject to an acceptable agreement a copy of the signed and dated agreement for the use of the Ground together with confirmation from The FA, following consultation with the relevant Competition, that the agreement is acceptable.

In all of the above cases, The FA and the Competition shall have the right to call for any further information that either body in its absolute discretion deems is necessary.

7.5. In providing the evidence required pursuant to Rule 7.4, a Club must inform The FA and the Competition whether the Club's occupation of the Ground is subject to any third party option, whether the ground is charged by way of security and whether or not any break clauses in the lease or agreement have been exercised either by the landlord or the tenant. The FA and the Competition shall have the right to call for any further information that either body in its absolute discretion deems necessary.

7.6. A Club's Ground must comply with the Criteria Document for the division of the Competition in which it plays and the terms of the Club Licence. Only Clubs which comply with the Criteria Document and Club Licence in full will be eligible to play in the Competition.

7.7. The Board shall establish a procedure for inspecting Clubs' grounds from time to time to ensure that the grade attained by that ground is maintained.

7.8. The Board and The FA shall determine the time by which all Clubs must attain the grade provided for in the Criteria Document for the following Playing Season. Any Club not maintaining the grade set for the Competition may have its Club Licence revoked at the discretion of the Board.

7.9. If at any point a Ground is not available for inspection or grading or falls below the standards set out in the Criteria Document or Club Licence, the Club must submit to the Board in writing its proposals for a venue at which its home Competition Matches are to be played ("Alternative Proposal"). The Alternative Proposal shall be considered by the Board at the earliest opportunity and, if it is considered suitable, the Alternative Proposal will be approved. The Alternative Proposal must contain documentary evidence in support of any ground sharing arrangements and evidence that the proposed Ground is demonstrably suitable. The Alternative Proposal may not be for a continuation of any ground share arrangement if the Club has had a ground sharing arrangement for the previous 2 Playing Seasons, or any part thereof, even if those arrangements have related to more than one ground.

Any approval of the Alternative Proposal will be subject to the issue of a grading certificate. The Board will use reasonable endeavours to inspect the ground after receiving the Alternative Proposal and prior to the Board meeting, but if it is unable to do so, any approval of the Alternative Proposal will be subject to the issue of a satisfactory grading certificate. In the event that the Club does not receive a grading certificate or if the Alternative Proposal is not approved, the Club shall have its Club Licence revoked if the Board determines in its absolute discretion that this is appropriate.

- 7.10. A Club shall ensure that its home Ground has all licences, permits and certificates required for the staging of any 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.

Moving to a new Ground

- 7.11. No Club shall move to another Ground without first obtaining the written consent of the Board; such consent not to be withheld unreasonably. In considering whether to give such consent the Board shall have regard to all the circumstances of the case and shall not grant consent unless it is reasonably satisfied that such consent:
- 7.11.1. would be consistent with the objectives of the Competition;
 - 7.11.2. 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;
 - 7.11.3. would not adversely affect such Club's Club Officials, Players, supporters, shareholders, sponsors and others having an interest in its activities;
 - 7.11.4. would not have an adverse effect on visiting Clubs;
 - 7.11.5. would not adversely affect Clubs having their registered Grounds in the immediate vicinity of the proposed location; and
 - 7.11.6. would enhance the reputation of the Competition and promote the game of association football generally.
- 7.12. The Club must disclose to The FA and the Board, as soon as practicable, plans and details of any proposed move to a new stadium. Without prejudice to the provisions of Rule 7.11 a Club shall forthwith notify the Board 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 or a lease or licence.

Ground Sharing

- 7.13. A Club's Ground may be shared with another Club or any other club (including a club engaged in another sport) provided that:
- 7.13.1. the consent of the Board, in accordance with the below, is obtained in advance; and
 - 7.13.2. the Club complies at all times with the provisions of the Club's Club Licence.
- A Club will not be permitted to ground share to gain promotion or to avoid relegation.
- 7.14. Ground sharing may not be permitted by the Board when one of the sharers retains the use of another ground unless that club can show by means of a refused planning permission or similar that it cannot meet the requirements of the Criteria Document at that ground.
- 7.15. Any Ground sharing arrangement for a period exceeding thirteen (13) weeks must be in writing and the written agreement must be sent to the Board 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 fourteen (14) days of the approval being sent to the Club.

The Pitch

7.16. Competition Matches may be played on a:

7.16.1. Grass Pitch; or

7.16.2. Football Turf (3G) Pitch.

Pitch and Ground Maintenance

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

Pitch Standards

7.18. 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.

7.19. The 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 the Club.

7.20. Where a Club proposes to install a Football Turf (3G) Pitch (or replace an existing Football Turf (3G) Pitch) the following shall apply:

7.20.1. the Club shall disclose to the Competition, as soon as reasonably practicable but in any event not later than seven (7) 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 Football Turf (3G) Pitch and the timescales for installation. The proposed Football Turf (3G) Pitch must have a design and specification that is capable of attaining the FIFA Recommended One/IATS or Two Star Certificate following installation;

7.20.2. no installation works shall commence until such time as the Competition has approved the proposed installation and the timetable thereof. Installation may only take place outside the Playing Season;

7.20.3. 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 Competition no later than fourteen (14) days prior to the commencement of the following Playing Season;

7.20.4. the Club shall procure that:

7.20.4.1. a Pitch Test is carried out on the newly installed Football Turf (3G) Pitch; and

7.20.4.2. the FIFA accredited field test institute provides the Competition with a copy of its official reports to FIFA immediately following completion of the Pitch Test; and

7.20.5. the Club shall provide a copy of the FIFA Recommended One/IATS or Two Star Certificate within seven (7) days of receipt to the Competition.

- 7.21. Only Clubs with FIFA Recommended Two Star certified Football Turf (3G) Pitches will be eligible to take part in Competition Matches save that a Club which has a ground with the recommended FIFA Recommended One/IATS Certificate installed by 1st November 2016 can be promoted to The FA WSL providing that it undertakes that upon renewal of the Pitch that the Club will install a Pitch with a FIFA Recommended Two Star Certificate or be relegated to the appropriate step.
- 7.22. Without prejudice to the obligations set out in Rules 7.18 and 7.19 above, Clubs that have a Football Turf (3G) Pitch shall:
- 7.22.1. take such steps and/or refrain from such actions as are necessary to ensure that the Football Turf (3G) Pitch continues to meet the requirements for a FIFA Recommended One/IATS or Two Star Certificate at all times during each Playing Season including, without limitation, complying with all requirements of the FIFA Quality Standard;
 - 7.22.2. where required, to undertake Pitch Tests and:
 - 7.22.2.1. procure that the FIFA accredited field test institute undertaking any Pitch Test provides to the Competition a copy of their official reports to FIFA immediately following completion of the Pitch Test; and
 - 7.22.2.2. provide a copy of the FIFA Recommended One/IATS or Two Star Certificate by 1 February prior to the commencement of each Playing Season; and
 - 7.22.3. co-operate with all reasonable requests made by the Competition, the FA or FIFA for the performance of the Football Turf (3G) Pitch to be measured.
- 7.23. Where the Board is aware, by whatever reason, a Football Turf (3G) Pitch fails to meet the requirements of the FIFA Recommended One/IATS or Two Star Certificate, including following any Pitch Test, the Club shall forthwith, at its cost, take such steps as the Board shall specify to ensure the Football Turf (3G) Pitch is restored to the requirements of the FIFA Recommended One/IATS or Two Star Certificate.
- 7.24. The Competition shall have the right to order the postponement of a Competition Match where the Football Turf (3G) Pitch fails to meet the requirements of the FIFA Recommended One/IATS or Two Star Certificate.
- 7.25. Where a Club has a Football Turf (3G) Pitch installed, any visiting Club is allowed to train, at no cost to that visiting Club, on the Football Turf (3G) 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 (2) weeks prior to the scheduled Competition Match (or within forty eight (48) hours of the arrangement of the fixture, if later).
- 7.26. A breach of any of the requirements of Rules 7.16 to 7.25 which results in the postponement or abandonment of a match shall be dealt with in accordance with Rule 11.40.

Pitch Protection

- 7.27. 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:

- 7.27.1. the Pitch shall only be used for warming up or warming down by Players named on the Team Sheet;
- 7.27.2. pre-match warming up by either team shall not commence until forty five (45) minutes before the kick-off time at the earliest, shall not last for more than thirty (30) minutes and shall end no later than ten (10) minutes before the kick-off time;
- 7.27.3. if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
- 7.27.4. 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 twenty (20) minutes;
- 7.27.5. 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;
- 7.27.6. 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 7.27.5 above or as otherwise directed by the grounds man;
- 7.27.7. 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;
- 7.27.8. 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
- 7.27.9. 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's Rules and regulations will apply in respect of all matters concerning players.

Player Registrations

- 8.2. No player shall be registered for the Competition until she has reached her sixteenth (16th) birthday.
- 8.3. To be eligible to play in the Competition a Player must sign a registration form supplied by the Competition (such signature to be witnessed by a second person) which must then be completed and signed by a Club Official and approved and registered by the Competition and a registration number must have been allotted to the Player.
- 8.4. To be eligible to play in a Competition Match, a completed registration form as referred to in Rule 8.3 and the Player's transfer form or loan transfer form, must have been received by the Competition Secretary not less than four (4) hours before the scheduled kick-off time of the Competition Match in which the Player is required to play or, if the Competition Match is on a Saturday, Sunday or bank holiday, by 16:00 on the Friday before the Competition Match in which the Player is required to play, have been found to be in order and the Player registered. No Player whose registration form, including loan registrations, is not received in accordance with the above will not be eligible. Any loan registration must also be approved by The FA before that Player can be considered eligible to play.

- 8.5. Registration forms must be sent to the Competition Secretary by email and the original form must be retained by the Club. The Competition Secretary has the power to call for inspection of the original form should she 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 Competition. The original form, if sent to the Competition Secretary must contain the same information as the registration form that was sent by email. Any Club deemed to have falsified any registration form will be deemed to have played an ineligible player and will be dealt with in accordance with Rule 8.66.
- 8.6. It is the responsibility of the Club to ensure the Player 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 standard Competition transfer form or to have completed the standard Competition cancellation of registration form prior to or at the same as the registration to the new Club.
- 8.7. It is the responsibility of all Clubs to ensure any Player signing a registration form has, where necessary, the required International Clearance Certificate.
- 8.8. 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. Failure to register a Player constitutes misconduct and the Club will be charged with fielding an ineligible player if an unregistered Player is played in a Competition Match.
- 8.9. Registration forms will be made available to Clubs by the Competition Secretary and registration of Players shall be charged in accordance with the Fees and Fines Tariff. The status of a Player must be clearly stated on the registration form provided to the Competition Secretary in accordance with Rules 8.4 and 8.5. The registration form must be sent via email and received by the Competition Secretary within five (5) days of having been signed by the Player.
- 8.10. The registration of a Non Contract Player will be valid from the date of registration to the end of that Playing Season only.
- 8.11. The registration of a Contract Player shall be valid from the date of registration until:
- 8.11.1. it is transferred in accordance with these Rules;
 - 8.11.2. 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;
 - 8.11.3. 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
 - 8.11.4. in the case of a Terminated Player on receipt by the Competition Secretary of a copy of the relevant FA form. .
- 8.12. It shall be a breach of these Competition Rules for a Player to:
- 8.12.1. play for more than one Club in the Competition in the same Playing Season without first being transferred or loaned in accordance with these Competition Rules;
 - 8.12.2. having signed for one Club in the Competition, sign for another Club in the Competition in that Playing Season except for the purpose of a transfer completed in accordance with these Competition Rules; or

- 8.12.3. submit a signed registration form for registration that the Player had wilfully neglected to accurately or fully complete.
- 8.13. The Management 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 26).
- 8.14. A Player may only play under her correct status. Any change of a Player's status during the currency of a registration must be notified to the Competition Secretary within five (5) days of the change of registration being affected.
- 8.15. In the event of a Player changing her status with the same Club either from contract to non-contract or from non-contract to contract, that Player must sign a new 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 8.66 will apply in respect of Clubs who play a Player who has changed status without re-registering.
- 8.16. A Contract Player whose registration under contract is cancelled by mutual consent and the same Player is immediately re-registered by the same Club or a different Club on a non-contract basis shall not subsequently be registered as a Contract Player with the Club for which her contract was cancelled, within three (3) months of the date of the cancellation except with the consent of the Management Committee.
- 8.17. Subject to Rule 8.18, the Management Committee shall have the power to apply to the relevant Affiliated Association for the Affiliated Association to refuse or cancel the registration of any Player charged and found guilty of undesirable conduct. Undesirable conduct shall mean incidents of repeated conduct which may deter others (including corporate entities) from being involved in the Competition.
- 8.18. Action under Rule 8.17 shall not be taken against a Player for misconduct or undesirable conduct until the matter has been dealt with by the appropriate Affiliated Association and then only in cases of the Player bringing the Competition into disrepute. For the purposes of this Rule, bringing the Competition into disrepute means that the Player has received in excess of 112 days suspension, or 10 matches in a period of two (2) years or less from the date of the first offence. The right of the Management Committee pursuant to Rules 8.17 and 8.18 is subject to a right of appeal to the relevant Affiliated Association or The FA.
- 8.19. The Management 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 ongoing (if applied by the Competition or any other) then the Embargo shall continue to apply until the Club can demonstrate to the satisfaction of the Management Committee that the circumstances that resulted in the Embargo no longer apply.

Player Status

- 8.20. The status of a player may be:
- 8.20.1. Contract Player; or
 - 8.20.2. Non-Contract Player.

- 8.21. A Contract Player must be engaged on the standard player contract as specified by The FA from time to time. All contracts and financial arrangements shall comply with Rule C1 of The FA's Rules and be in the full name of the Club including the Club's registered number.
- 8.22. A Non-Contract Player is only entitled to be reimbursed expenses actually incurred in relation to their playing for the Club and shall not be entitled to any other payment in relation to their performance for the Club. Payment of such expenses must be in accordance with Rule C2(b)(iii) of The FA's Rules. The only exception to this Rule is in the event that a Club appoints a Non-Contract Player as a Youth Club Ambassador in accordance with the Club's Club Licence in which case such Non-Contract Player may also be paid a sum in connection with her provision of services in her role as Youth Club Ambassador. Rule C2 of The FA Rules in respect of Non Contract Players shall apply to the Competition.

Registration period

- 8.23. The Board shall nominate two (2) periods during each Playing Season in which Contract Player registrations and transfers are permitted. The first of which shall be prior to the commencement of each Playing Season (the "First Transfer Window") and the second shall be during the Playing Season (the "Second Window") (together the "Transfer Windows"). The Board shall notify the Clubs of the dates of the Transfer Windows each Playing Season.
- 8.24. Non Contract Players are permitted to transfer or register with any Club at any point during the Playing Season; transfers and registrations of Non Contract Players are not restricted to the Transfer Windows.
- 8.25. Notwithstanding the above, the Management Committee shall give reasonable consideration to a request from any Club for the transfer and registration of a goalkeeper outside of the Transfer Windows where, as a result of injuries, any Club only has one fully fit goalkeeper available for selection for Competition Matches. Where the Management Committee grants its consent to such a transfer and registration, this shall be subject to such limitations and restrictions as the Management Committee may determine in its absolute discretion and the goalkeeper so transferred and registered shall only be considered eligible to play in the Competition Matches for which permission has been granted by the Management Committee.

General Registration Provisions

- 8.26. Each Club shall have at least eleven (11) Players registered fourteen (14) days before the start of each Playing Season.
- 8.27. 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 latter 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 Management Committee. Any Player found to have signed registration forms for more than one Club, or any Club found to have knowingly induced a registered Player of another Club to sign a registration form, shall be dealt with by the Management Committee in such a manner as it shall think fit.

- 8.28. If a Non-Contract Player also registers for a club not in membership of the Competition, her registration for the Competition may be retained by the Club.
- 8.29. The Management Committee may, at its discretion, refuse any further registration of Players, i.e. place under an Embargo, any Club which has not completed payment of a transfer or loan arrangement made with another Club (or club) or arranged for the payment to be adequately secured. The Club (or club) which holds the Player's contract will continue to pay the Player in accordance with her contract.

Transfers

- 8.30. The transfer of a registration of a Contract Player from one Club to another must take place within a Transfer Window, be in writing, on the Competition transfer form, signed by the Contract Player and the two Clubs, and the form together with the Contract Player's contract must be forwarded to the Competition Secretary for approval and registration. Such Contract Player does not become eligible to play for the Club seeking her transfer until the form has been approved and registered by the Competition Secretary. The registration of a Contract Player whose contract is cancelled by mutual consent shall be automatically cancelled upon receipt by the Competition Secretary of a copy of the relevant FA form.
- 8.31. Where a Club cancels the registration of a Player for any reason whatsoever, the Club must notify the Competition Secretary immediately, in writing. To be valid such notification must be signed by an authorised signatory of the Club.
- 8.32. The transfer of a registration of a Non Contract Player from one Club to another can take place at any time, must be in writing, on the Competition transfer form, signed by the Non-Contract Player and the two Clubs, and the form must be forwarded to the Competition Secretary for approval and registration. Such Non Contract Player does not become eligible to play for the Club seeking her transfer until the form has been approved and registered by the Competition Secretary. A Non Contract Player whose registration for a Club is cancelled or transferred for any reason whatsoever cannot, without the consent of the Management Committee, return to her original Club until a minimum of fourteen (14) days has elapsed from the date of the cancellation or transfer.
- 8.33. A Club cannot register the transfer of a Player unless that Player has been registered with the transferor Club for at least fourteen (14) days, unless that Player is a goalkeeper.
- 8.34. Except when specific approval has been given by the Management Committee a Club cannot sign or transfer more than one Player, contract or non-contract, from any other Club at any one time unless a period of fourteen (14) days has elapsed between each signing.
- 8.35. When Players are transferred (whether they are Contract Players, Non Contract Players or and even if the Player is being transferred on loan or temporary transfer) between Clubs (or between Clubs and clubs) it is the responsibility of each Club to ensure that the Competition receives copies of all relevant documents pertaining to the transfer including full details of any payment schedules agreed in writing or otherwise between the two Clubs. Should a Club fail to meet the payment schedules lodged with the Competition on receipt of notification, an Embargo on further Players registrations maybe placed upon the defaulting Club together with a one (1) percent levy per day on the outstanding payments.

- 8.36. Any Player joining, transferring or signing for a Club in the Competition shall not be permitted to join, transfer or sign for such a Club without first providing evidence to the Club which she intends to join evidence 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.
- 8.37. In the event of an objection to a transfer, the matter shall be referred to the Management Committee for a decision.

Temporary Transfers (Loans)

- 8.38. Short Term Loans and Long Term Loans of Contract players shall be allowed to or from Clubs in membership of the Competition or any other league authorised by The FA from time to time.
- 8.39. Such loans as are provided for in Rule 8.38 shall be on such terms and conditions as shall be mutually agreed by the two Clubs and the Contract Player. For loan transfers between Clubs in membership of the Competition, the transfer must be completed on the FA WSL Temporary Transfer Form H2. For loan transfers between clubs in different competitions the transfer must be completed on FA WSL Form H3.
- 8.40. The Contract Player being taken on loan must sign a Competition registration form which shall be valid for the full period of the loan, including any extension to the loan period. The Competition's standard cancellation form must be used to prematurely end the temporary transfer period. The temporary registration for the transferee Club will automatically be cancelled at the end of the temporary transfer period.
- 8.41. No more than four (4) Players engaged on Short Term Loan or Long Term Loan may join a Club from another Club (or club) in any Playing Season.

Short Term Loan Transfers

- 8.42. A Club can register up to a maximum of two (2) Players on Short Term Loans during a Playing Season.
- 8.43. As is set out in Rule 8.39, the transfer must be completed on either The FA WSL Temporary Transfer Form H2 or FA Form H3 as appropriate. On completion of the relevant form, the Club must send the original to The FA and email one copy to the Competition Secretary within 3 days.
- 8.44. Where a Short Term Loan expires, and is not renewed simultaneously, any subsequent Short Term Loan of that Contract Player to the same Club will be subject to a minimum duration of 28 days.
- 8.45. To extend the period of any Short Term Loan transfer a further FA WSL Temporary Transfer Form H2 or FA WSL Form H3 must be completed and copies sent to The FA and the Competition Secretary as set out above in Rule 8.43. If the Short Term Loan transfer is extended, only the transferor Club will be allowed to cancel the agreement within the extension period. In the case of a goalkeeper, Clubs can agree to include a recall clause in the loan agreement enabling the transferor Club to recall the Player at any time during the loan period (i.e. before the minimum period of 28 days has expired). For the avoidance of doubt,

Players other than goalkeepers may not be recalled within the first 28 days of any Short Term Loan.

- 8.46. Any Short Term Loan transfer which may terminate after the last day for registrations may be extended for a further period provided the maximum period of 93 days is not exceeded.
- 8.47. Short Terms Loan transfers which become permanent transfers before their expiry date shall not count against a Club's quota of days or Players for the purposes of calculating the number of Short Term Loan Players any Club has registered during a Playing Season.

Long Term Loan Transfers

- 8.48. A Club can register up to a maximum of two (2) Players on Long Term Loans during a Playing Season.
- 8.49. Long Term Loan transfers shall be:
 - 8.49.1. for a full Playing Season; or
 - 8.49.2. from any time prior to 5pm on the last day of the First Transfer Window for the remainder of a Playing Season.
- 8.50. A Player on Long Term Loan may not be recalled, except for a goalkeeper or where the Player is to be transferred permanently by the Club (or club) holding her registration. A Player other than a goalkeeper so recalled shall not be permitted to play for the Club (or club) holding her registration after such recall until the end of the Playing Season. Long Term Loan transfers will not count towards the number of Short Term Loan transfers entered into by a Club.
- 8.51. To extend the period of any Long Term Loan transfer a further FA WSL Temporary Transfer Form H2 or FA WSL Form H3 must be completed and copies sent to The FA and the Competition Secretary as set out above in Rule 8.43.

Squad Cap

- 8.52. Each Club is entitled to register:
 - 8.52.1. a maximum of 40 Players (including Players on Long Term Loan) each Playing Season; and
 - 8.52.2. an additional 2 Players each Playing Season on Short Term Loan (the "Squad Cap").
- 8.53. The Squad Cap includes Player registrations for the Competition and Player registrations for the FA WSL Development League team.
- 8.54. Subject to Rules 8.55 to 8.59, if a Player is registered with a Club to play in the Competition for the Playing Season, that Player shall continue to count towards the Squad Cap for the remainder of the Season even if that Player stops playing or is no longer registered for the Club during the Season for any reason.
- 8.55. During both Transfer Windows, each Club shall be entitled to remove or replace a maximum of three (3) Players (per Transfer Window) which have previously been registered and included in its Squad Cap for that Playing Season by sending a notice to the Competition Secretary stating which Players have been removed. Each Club shall be entitled to select which, if any, six (6) Players it so removes or replaces from its Squad Cap in its sole discretion. For the avoidance of doubt, Clubs shall only be entitled to exercise this right during the

Transfer Windows. Once a Player has been removed from the Squad Cap in accordance with this Rule, such Player shall no longer be eligible to play in the Competition for the Club and will not count towards the Club's Squad Cap.

- 8.56. The Management Committee may on a case by case basis and in its sole discretion, upon application by a Club:
- 8.56.1. 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
 - 8.56.2. 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.
- 8.57. Any Club wishing to request an increase or removal in accordance with Rule 8.56 must submit a written request to the Competition Secretary, along with all supporting information and documentation in respect of its request. The Management Committee may approve or refuse any such a request in its absolute discretion, and may make any approval subject to such limitations, restrictions and conditions as it sees fit.
- 8.58. Each Club is entitled to register a maximum of two (2) non EU/EEA players at any one time within its Squad Cap. Registration of non EU/EEA Players is subject to receipt of a work permit through the necessary points based system.
- 8.59. Each Club shall ensure that at least fifty (50) percent of Players contained within its Squad Cap are considered to be Home Grown Players.

List of Players and transfer list

- 8.60. 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 Management Committee.
- 8.61. Clubs shall furnish the Competition Secretary by 1 January with the following details:
- 8.61.1. a list of Contract Players whose agreements do not terminate at the end of the current season;
 - 8.61.2. a list of Contract Players in respect of whom the Club has exercised its option in accordance with Rule C1(j) of The FA Rules;
 - 8.61.3. a list of Contract Players in respect of whom the existing agreements do not include an option to renew but which the Club is desirous of offering further engagements, in accordance with Rule C1(j) of The FA Rules;
 - 8.61.4. a list of Contract Players in respect of whom the Club has exercised its option in accordance with Rule C1(j) of The FA Rules but whose registration the Club is prepared to transfer;
 - 8.61.5. a list of Contract Players the Club has released; and
 - 8.61.6. a list of all Players whose registration the Club wishes to be cancelled.
- 8.62. Clubs shall also complete the standard Competition forms and any other forms or questionnaires required by the Competition and return these to the Competition Secretary by the same date as is set out at Rule 8.61.

Substitute players

- 8.63. A Club at its discretion may use three (3) substitute Players at any time in a Competition Match. Substitution can only be made when play is stopped for any reason and the Referee has given permission. When a Club is making a substitution it shall use a board to show the number of the Player to be substituted and the number of the substitute Player.
- 8.64. A maximum of seven (7) substitutes may be nominated and they must be included on the official Team Sheet handed to the Referee before the Competition Match in accordance with Rule 11.17. A substitute may not be used to replace a Player who has been suspended from the Competition Match by the Match Officials.
- 8.65. 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.

Playing an ineligible player

- 8.66. Any Club found to have played an ineligible Player in a Competition Match or Competition Matches shall, save in exceptional circumstances, have any points gained from that Competition Match or Competition Matches deducted from its record, up to a maximum of 12 points, and have levied upon it a fine. The Management Committee may also order that such Competition Match or Competition Matches be replayed on such terms as are decided by the Management Committee which may also levy penalty points against the Club in default.
- 8.67. The Management Committee may determine not to impose a points deduction in circumstances where the ineligibility is due to the failure to obtain an International Clearance Certificate or where the ineligibility is related to the Player's status.

Financial arrangements

- 8.68. Subject to Rules 8.69 to 8.74 and The FA's Rules, a Club may negotiate a financial arrangement with its Players.
- 8.69. All Players under a written contract must be registered with the Competition and The FA.
- 8.70. All payments and benefits due and/or made to a Contract Player must be shown in the Contract Player's contract.
- 8.71. All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.
- 8.72. All salaried payments (whether to Contract Players or Non-Contract Players) must be subject to PAYE and National Insurance.
- 8.73. All salary payments due on written contracts must be stated gross, before PAYE and National Insurance deductions.
- 8.74. 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.
- 8.75. Any Club or Club Official found to have committed a breach of The FA Rules regarding payments to Contract Players may have its Club Licence terminated or revoked and, in addition, shall be fined such sums as the Board shall determine in its absolute discretion.

Salary Cap

- 8.76. All Clubs, Players and any other Participants who may be involved in the Competition shall ensure that they comply with the provisions of the Salary Cap Regulations (as amended from time to time) at all times.

Player Equipment

- 8.77. Subject to the below electronic performance and tracking system (EPTS) devices may be used during Competition Matches.
- 8.78. EPTS devices must not pose any danger to the Players and/or Match Officials.
- 8.79. Information and data transmitted from the EPTS devices are not permitted to be received or used in the technical area during a Competition Match.
- 8.80. The data collected from any EPTS device may not be used for any commercial activity.
- 8.81. Any branding on EPTS devices must not be visible at any time during a Competition Match.

9. REGISTERED INTERMEDIARIES

- 9.1. An Intermediary cannot have any involvement in any Club in an official capacity (as defined by the Board) nor may he or she hold office with the Competition.
- 9.2. All Clubs must comply with The FA regulations concerning Intermediaries.

10. CLUB COLOURS

- 10.1. On or before a date specified by the Competition each year, each Club shall notify the Competition Secretary, in writing, of details of their first and second choice colours for outfield players and their goalkeeper (shirts, shorts and socks) and such details shall be printed in the handbook published by the Competition for the ensuing Playing Season. No changes to the first or second choice colours or combination of colours shall be permitted without the consent of the Management Committee.
- 10.2. The first choice colours registered by each Club shall be worn during the following season when playing at home. Shirts must be numbered in accordance with the Competition squad numbering provision such that the numbers can be clearly identified by the Match Officials and spectators. Striped, hooped or otherwise patterned shirts shall have numbers affixed to contrasting patches or numbers in a contrasting colour with bold outline.
- 10.3. When playing away from home, Clubs must play in their first team colours (shirts, shorts and socks) where possible. If, in the opinion of the Match Officials, the two (2) Clubs have the same or similar colours such that the colours of the Clubs are not clearly distinguishable, the team playing away from home shall change to its second choice colours.
- 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. In particular the goalkeeper must play in kit clearly distinguishable from the colours of the shirts worn by all other Players in the Competition Match and the Match Officials. Where the Match Officials determine that a Club's colours are not clearly distinguishable, the Club whose colours cannot be so distinguished shall change its colours.
- 10.5. Neck and cuff rim colours on shirts are not regarded as basic colours for the purpose of the Rules in respect of Club colours. Notwithstanding the foregoing a Club may, if it wishes, wear

colours not registered with the Competition for away Competition Matches. It is the responsibility of the visiting Club to check that their colours will not clash.

- 10.6. The goalkeeper may wear tracksuit trousers acceptable to the Match Official in a Competition Match.
- 10.7. The Players' shirts must be clearly numbered in accordance with the Team Sheet handed to the Referee before a Competition Match 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.
- 10.8. The Captain shall wear a distinguishing armband to indicate her status.
- 10.9. Sleeves of the shirts of all Players in Competition Matches shall carry:
 - 10.9.1. a Competition logo as supplied by the Competition on an annual basis on both sleeves;
 - 10.9.2. a Competition logo as supplied by the Competition on an annual basis on one sleeve and such other logo as determined by the Management Committee on the other sleeve; or
 - 10.9.3. any other combination of logos as is determined by the Management Committee in its absolute discretion from time to time.
- 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.

11. PLAYING OF COMPETITION MATCHES

Determining the dates for the Playing Season and Competition Matches

- 11.1. The Board shall fix the date on which the Playing Season shall start and end.
- 11.2. The dates of all Competition Matches shall be fixed by the Competition Secretary in conjunction with the Management Committee and notified to Clubs. All Clubs must acknowledge receipt of the fixture list.
- 11.3. The Management Committee reserves the right to amend scheduled fixtures and kick-off times to meet television requirements as necessary. Notification will be provided by the Competition Secretary in writing to both Clubs for fixtures so rescheduled.
- 11.4. The Management Committee may change any Competition fixtures during the season to suit the overall interests of the Competition.
- 11.5. The Management Committee shall determine how the fixtures shall be arranged. Such fixtures shall take precedence over all competitions in which a Club may engage.
- 11.6. The Management Committee shall have the power to order that a Competition Match shall be played on a neutral ground or on the opponent's Ground if it is satisfied that such action is warranted in the circumstances.
- 11.7. 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 (7) days of the announcement of the fixtures for the Playing Season. In the event that the

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

11.8. A Club may not enter its first team in any outside competition, other than those listed below, without the prior permission of the Management 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 Management Committee are as follows:

11.8.1. Any UEFA competition which The FA has approved the Clubs entry into.

11.8.2. The Women's Challenge Cup competition.

11.8.3. Any Competition cup competition introduced by the Board.

11.8.4. Any other competition or fixture which The FA approves from time to time.

11.9. The Management Committee shall determine the policy of the Competition for the issuing of Competition Match day passes.

11.10. The copyright in all lists of arrangements of such fixtures shall be vested in The FA.

Conduct of Competition Matches

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

11.12. All Competition Matches shall be of ninety (90) minutes duration. The half time interval in all Competition Matches shall not exceed fifteen (15) minutes. Any Competition Match which is not of ninety (90) minutes duration may be ordered to stand as a completed Competition Match or replayed for the full period of ninety (90) minutes or be awarded to the Club not at fault, as the Management Committee may decide, on such terms as the Management Committee shall decide.

11.13. All Clubs must have a mobile telephone and an email address operational at all times. These will be listed in the Competition handbook unless a Club requests otherwise.

11.14. For all Competition Matches Clubs shall be required to enter the field of play together, preceded by the Match Officials, not less than 5 (five) minutes before the advertised time of kick-off.

11.15. Each Club shall be prepared to kick-off at the scheduled time unless a satisfactory explanation is offered. Any Club commencing a Competition Match with less than eleven (11) Players may be subject to a fine.

11.16. A Club shall ensure that any team participating in a Competition Match represents the full available strength of each competing Club.

11.17. 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 containing the name(s) of the Players taking part in the Competition Match (including the name(s) and number(s) of the nominated substitute(s)) to the Referee and a representative of their opponents in the presence of the Referee at least sixty (60) minutes before the scheduled time of kick-off. The Players' 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 may be fined.

- 11.18. Any Club altering its team selection or numbering after Team Sheets have been exchanged may be fined. 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.
- 11.19. The name of the doctor or medical practitioner in attendance (in accordance with Rule 14.1) must be entered on the Team Sheet in the appropriate space provided.
- 11.20. The home Club shall advise the visiting Club and the Match Officials of the date and time of kick-off of each Competition Match and the team colours, including the colour of the goalkeeper's jersey, it will be wearing, to be received at least five (5) days prior to the Competition Match and the visiting Club and the Match Officials must acknowledge receipt to be received at least three (3) days before the Competition Match.
- 11.21. The visiting Club must include in its acknowledgement the team colours, including the colour of the goalkeeper's jersey, it will be wearing.
- 11.22. In all Competition Matches, the number of Clubs, Players and Club Officials seated on the team benches, in the designated technical area, must not exceed eleven (11) unless the team bench facility provides more than eleven (11) individual seats.
- 11.23. Only one person at a time has the authority to convey tactical instructions to the Players during the Competition Match from within the technical area.
- 11.24. 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.
- 11.25. 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.
- 11.26. 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 trainer's bench. The team manager or team coach is allowed to move to the edge of the technical area to issue instructions to the team.
- 11.27. Three (3) match balls proposed to be used in the match and, if applicable, supplied by the Competition under a 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.

It is the responsibility of the Club playing at home in each Competition Match to provide match balls at all times in accordance with any match ball agreement signed by the Competition.
- 11.28. The home Club shall supply to the visiting Club a minimum of three (3) practice balls for use prior to the start of the match. The balls provided must be in good condition and, if applicable, as supplied by the Competition under a ball sponsorship agreement.

- 11.29. The home Club shall provide to the away Club and the Match Officials drinks on arrival and at half time and refreshments at full time.
- 11.30. The home Club shall film the game in its entirety with an uninterrupted view by single camera located as close to 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 DVD 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 away Club shall not be permitted to duplicate any footage of such DVD for financial gain without first obtaining the written permission of the providing Club and the Competition. Footage can be used for disciplinary purposes.

Head injuries

- 11.31. All Clubs shall ensure that any Player who sustains a head injury during a Competition Match is substituted and is not permitted to resume training or playing without the consent of a qualified medical practitioner. The same provisions shall apply where a head injury is sustained in training.

Abandonment and postponement

- 11.32. In the event that 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.
- 11.33. In the event that a Competition Match is abandoned for reasons over which neither Club has control, the Club playing at home shall retain the gate receipts for such uncompleted Competition Match and the Management Committee shall determine whether the result at the time of abandonment should stand and the points awarded accordingly or whether, and if so, upon what terms, the Competition Match should be replayed.
- 11.34. In the event of a Competition Match being abandoned due to the conduct of one Club or its members or supporters the Management Committee has the power to order that the Competition Match is not replayed and to award either one (1) or three (3) points to the Club not at fault. In such cases points will be awarded accordingly and the Management Committee cannot levy a financial penalty due to the conduct of a Club.
- 11.35. In the event of the Competition Match being abandoned due to the conduct of both Clubs or their members or supporters no financial penalty can be applied by the Management Committee to either Club and the Board shall determine whether the original Competition Match stands as a completed Competition Match or is void and is replayed and, if replayed, the terms upon which the Competition Match is to be replayed.
- 11.36. In the event of a Competition Match having to be postponed and one Club is found to be at fault then the non-defaulting club for that Competition Match shall be compensated by the Club at fault. In the case of a visiting Club where it has undertaken all or part of its journey then travelling expenses and meal allowances may be claimed based on the total mileage involved in respect of the whole journey. In exceptional circumstances, expenses for overnight accommodation up to a maximum of eighteen (18) persons may be claimed. In some instances

compensation may also be claimed when neither of the Clubs is at fault. The Management will determine the amount of compensation payments to be made, if any.

- 11.37. All claims for compensation by either Club in the case of either an abandoned or postponed Competition Match must be received by the Competition Secretary within fourteen (14) days of the date of the Competition Match to which the claim relates.
- 11.38. In cases where it is found necessary to stop play owing to the weather or other cause, the Referee must wait a reasonable length of time before deciding on abandonment.
- 11.39. The postponement of Competition Matches due to ground conditions must be carried out in accordance with Rule 11.40.
- 11.40. No Club shall be entitled to postpone a Competition Match on account of the apparent state of the ground. In the event that such circumstances in any event prevail, Clubs should comply with the procedures provided for in the document published by The FA "Recommended procedure for the guidance of Clubs and Referees in determining the suitability of grounds in adverse weather conditions". Should the ground be declared unfit it is the responsibility of the home Club to immediately advise the Competition, the Appointing Authority, the visiting Club and the Match Officials.
- 11.41. Where a Competition Match has been postponed for any reason, the Competition Secretary shall determine the new date and notify this to the Clubs involved.
- 11.42. Requests for the postponement of a Competition Match for any reason will not be considered where they are received by the Management Committee less than forty-eight hours before the scheduled time of kick-off.
- 11.43. When a Club obtains the consent of the Management Committee to postpone a fixture because of an epidemic affecting the availability of their Players, that Club shall be liable to pay any direct expenses incurred, if any, to the opposing Club. The amount of such a claim shall be determined by the Management Committee in its absolute discretion. Medical certificates for those Players affected, signed by the Players' own doctors, must be forwarded to the Competition Secretary within fourteen (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.
- 11.44. A Club having three (3) or more Qualifying Players or one (1) 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 21, under 20 or under 19 national representative matches (or any combination thereof) may request a postponement of any Competition Matches that takes place during the period of time in which the Players are called up by their National Association team or within 2 days of their return from international duty provided that at least 10 days' notice in writing has been given to the Competition Secretary. The Management Committee shall decide in its absolute discretion whether the postponement shall be granted. 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 Management Committee's decision, inform the opposing Club of the

decision. 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.

- 11.45. Where a Club is suspended and that causes a Competition Match not to be played, the Management Committee shall determine how the outcome of that Competition Match shall be treated.
- 11.46. In the event of the Competition Match being postponed, not completed or abandoned, the home Club must immediately notify the Competition results service, the Competition Secretary and, in the case of a Competition Match postponement, the Appointing Authority, the visiting Club and the Match Officials.
- 11.47. Where a Competition Match is re-arranged or cancelled after the Match Officials have been appointed, it is the duty of the home Club to notify the officials of the cancellation of their appointments immediately. Clubs in default of this Rule may be subject to any action decided by the Board.
- 11.48. Any Club without just cause failing to fulfil an engagement to play a Competition Match on the appointed date shall for each offence be liable to expulsion from the Competition and/or such other disciplinary action the Management Committee may determine, including the deduction of up to a maximum of three (3) points from the offending Club's record, the payment of any expenses incurred by their opponents and a fine.
- 11.49. In the event that the Management Committee determines under the previous Rule to award points to the Club not at fault, the Management Committee may, in its absolute discretion, determine that such points shall be awarded as if the Competition Match had been played and the Competition table shall reflect the position as if the Competition Match had been played with the result awarded by the Board.

Notification of results

- 11.50. Within thirty (30) minutes of the conclusion of each Competition Match, both Clubs shall send the result of the Competition Match to the Competition's nominated telephone number by electronic text message.
- 11.51. Within one (1) 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 any other information required by the Competition or The FA from time to time on the full time website.
- 11.52. In addition to the requirements set out above in Rules 11.50 and 11.51, both Clubs must send to the Competition Secretary on the prescribed form, the following information within three (3) days of the date on which the Competition Match was played:
- 11.52.1. the forenames and surnames (in block capitals) of the Players who played in the Competition Match;
 - 11.52.2. the Competition Match result;
 - 11.52.3. markings out of one hundred (100) for the Match Officials and where any Match Official is awarded a mark of sixty (60) or less a letter of explanation;

11.52.4. a score (between one (1) and five (5) with one(1) being low and five (5) high) in respect of the home Club's Pitch; and

11.52.5. any other information required by the Competition from time to time.

11.53. Any Club which fails or partially fails to comply with the above shall be subject to such sanction as the Management Committee may determine in its absolute discretion.

Competition Match programmes and Club websites

11.54. The home Club is responsible for publishing a full match programme acceptable to the Management Committee for each of its Competition Matches. A Team Sheet will not be considered sufficient to comply with this Rule.

11.55. 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 current Players registered with the Competition for the Playing Season and the latest team photograph at least five (5) days before the scheduled date of the Competition Match between the two Clubs.

11.56. The home Club 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 (3) days of the Competition Match with the relevant Competition Match report form unless advised of an alternative arrangement by the Competition Secretary.

11.57. Clubs will be responsible for all comments in their match day programme including any made in respect of the Competition 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 opinion of the Management Committee, bring the Competition into disrepute.

11.58. All Clubs will be responsible for their official website or similar computer related information system, which is within the public domain. Nothing shall be included on the website which in the opinion of the Management Committee brings the Competition into disrepute.

Representative matches

11.59. The Board shall have the power to arrange representative matches at their discretion.

11.60. 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 Management Committee, have a maximum of three (3) 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 the Appointing Authority.

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 substitute who is acceptable to the remaining Match Officials. Should the appointed Competition Match Referee fail to appear then the senior assistant referee shall take charge. Any substitute agreed for a Competition Match shall be considered a Match Official for the purposes of that match.

In the event that a Club causes a match to be abandoned in relation to the operation of this Rule then that Club shall be charged with failing to fulfil a fixture (please refer to Rule 11.48).

13.3. Match Officials should be present at the appointment at least seventy five (75) minutes prior to the scheduled time of kick-off. The appointed Referee may be required to visit the 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.

13.4. Referees must report on the relevant form all cases where teams commence a Competition Match late or without eleven (11) Players on the field of play. Referees must also report their own or any assistant referees' late arrival in any matches, and notify those concerned at the time of their intention. Assistant referees must also send an explanation of their late arrival to the Appointing Authority in writing by the method instructed by the Appointing Authority within three (3) 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 Appointing Authority.

13.6. The home Club shall be responsible for paying the Match Officials the fees and match expenses (by cheque or cash) set by the Appointing Authority on the day of the Competition Match in their changing room, within a reasonable time after the conclusion of the Competition Match (including matches abandoned for any reason). Where provided by the home Club, each Match Official must complete and submit a claim form for expenses.

13.7. For Competition Matches, the travelling expenses of Match Officials shall be pooled, with each Club rendering on the Competition Match report form details of all payments made.

13.8. The Competition Secretary shall, at the conclusion of the season, divide the total cost of Match Officials in each division by the total number of Clubs in that division 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 fourteen (14) days of the date of posting of the written notification to the Club.

13.9. 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.

13.10. In the event of a Competition Match being postponed due to circumstances over which neither Club has control, any Match Official who has travelled to the match will be entitled to claim travelling expenses and half their match fee from the home Club. Where a Competition Match is postponed and the postponement is the fault of one Club, a Match Official who has

travelled to the Competition Match shall be entitled to claim travelling expenses and the full match fee from the Club in default.

13.11. The home Club shall be responsible for providing assistant referees with distinctive flags of a suitable size in an acceptable condition.

13.12. 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 (1) and five (5) with one (1) being low and five (5) high) in respect of the home Club's Pitch to the Competition Secretary in writing within two (2) days of the Competition Match.

14. MEDICAL PERSONNEL

14.1. The home Club must have a qualified medical practitioner in attendance throughout a Competition Match who is registered and licensed to practice by the General Medical Council, has appropriate medical indemnity insurance which allows him or her to treat Players in the Competition and has an Advanced Emergency Aid Qualification (The FA AREA Course). The doctor shall visit both the home and away teams' dressing rooms before leaving the Ground. The name of the doctor present at a Competition Match must be entered on the Team Sheet. Failure by any Club to meet this requirement may result in a fine being imposed at the discretion of the Management Committee.

14.2. Each Club shall have a physiotherapist who is a member of the Chartered Society of Physiotherapy, a registered member of the Health Professionals Council and who has passed the Advanced Emergency Aid Qualification in attendance throughout all Competition Matches (for a minimum period of three (3) hours), to attend to injured Players on the field of play and in the dressing room(s).

14.3. Only the Club's physiotherapist described at Rule 14.2 and the doctor described at Rule 14.1 shall be permitted to treat Players on the field of play during Competition Matches.

14.4. Clubs shall ensure that emergency sports first aid equipment is present and in full working order at each Competition Match. Such equipment to include (but not be limited to) as a minimum a spinal board, cervical collar, fracture splints, crutches, stretchers, oxygen and a defibrillator.

14.5. Clubs shall have a documented emergency action plan covering both training and Competition Match day emergencies. This shall include the details of the Club's medical personnel and their contact details and the location of the nearest treatment room and hospital. Home Clubs shall share their Competition Match day emergency action plan with the away Club.

14.6. Clubs shall ensure their medical practitioner or physiotherapist or equivalent keeps detailed up-to-date medical records for all Contract Players in the form and in accordance with the requirements and guidelines published by The FA from time to time.

14.7. When a Player's registration is about to be transferred the transferor Club must make such records available to the medical practitioner or physiotherapist of the transferee Club. This procedure shall also apply to all Players whose registrations are temporarily transferred under the provisions for Long Term Loans and Short Term Loans.

14.8. All Clubs shall provide such information as is requested to the FA injury audit database.

15.DETERMINING THE CHAMPIONSHIP AND PROMOTION AND RELEGATION

- 15.1. Three (3) points will be awarded for a win at home or away and one (1) point for a drawn match at home or away.
- 15.2. At the end of the Playing Season of the Competition a table will be compiled showing the playing record of each Club in each division of the Competition. The playing record of each Club must include any points deduction made by the Competition or by The FA 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 so compiled shall be determined in order with 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 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.
 - 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.
 - 15.3.3. In the event that two or more Clubs have the same goal difference and have scored the same number of goals then the highest placed Club shall be the Club which has won the most matches.
 - 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 Competition Matches during the Playing Season 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 completing Clubs.
- 15.4. Promotion and relegation shall not apply to the Competition.

16.TROPHY

- 16.1. The Competition shall present to the winners of FA WSL 1 and FA WSL 2, 25 souvenirs, 20 for the Players (provided that each Player has played in 3 or more Competition Matches in the relevant Playing Season), 1 for the secretary, 1 for the team manager, 1 for the physiotherapist and 2 for staff other than Players. Additional souvenirs cannot be presented except by consent of the Management 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, 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 the amount of its current value or the cost of its thorough repair.”

16.4. Any Club not returning the Competition trophy by the due date or returning it in poor condition will be fined.

17. WITHDRAWAL OF CLUBS

17.1. No Club shall withdraw its team from the Competition prior to the expiry of its Club Licence.

17.2. If any Club ceases to operate or is removed from the Competition (for any reason) between the AGM and the commencement of the following Playing Season, 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 Competition and allow the remaining Clubs to participate in the Competition for that Playing Season.

17.3. A Club which for any reason ceases to operate or has its Club Licence terminated at any time during the Playing Season may have its playing record expunged, any monies due to them from the Competition shall be forfeited and the Club shall be fined £2,500. From the date of the withdrawal or termination of a Club’s Club Licence, no further payment shall become due to the Club.

18. TRANSFER OF MEMBERSHIP AND CHANGE IN CONTROL

Transfer as a going concern

18.1. In the event that any Club resolves to transfer its membership of the Competition from one legal entity to a different legal entity, other than in the circumstances shown at Rule 18.2 below, the Club shall obtain the prior written consent of the Board. The Board will use the following minimum criteria in deciding whether to approve that transfer:

18.1.1. The shareholders or members of the Club have voted to agree to the transfer of the Club’s membership to the new entity.

18.1.2. All Football Creditors in the Club have been Paid in Full or transferred in full (with each creditor’s consent) to the new entity, and evidenced as such.

18.1.3. 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.

18.1.4. The proposed new entity has provided financial forecasts to The FA and the Competition showing its ability to fund the Club for the next twelve (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.

18.1.5. The FA must have given approval for the transfer to take place.

Transfer from Insolvency

18.2. In the event that any Club that is subject to an Insolvency Event resolves to transfer its membership of the Competition to a new entity, the Club shall obtain the prior written

consent of the Board. The Board will use the following minimum criteria in deciding whether or not to approve that transfer:

- 18.2.1. The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity and/or a licensed insolvency practitioner(s) appointed to the Club has agreed to sell or transfer some or all of the Club's assets to the new entity.
 - 18.2.2. All Football Creditors in the Club have been Paid in Full and evidenced as such.
 - 18.2.3. All other creditors in the Club have been satisfied and evidenced as such.
 - 18.2.4. The proposed new entity has provided financial forecasts to The FA and the Competition showing its ability to fund the Club for the next twelve (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.
 - 18.2.5. The FA must have given approval for the transfer to take place.
 - 18.2.6. In the event that Rule 18.2.5 is not fully complied with, and only where the Board, at its absolute discretion, deems there to have been exceptional circumstances surrounding the application for the transfer, it may approve the transfer (subject to compliance with all other provisions above) and may apply such conditions as it deems appropriate including, without limitation, the deduction of points.
- 18.3. Nothing in Rule 18.2 above shall limit in any way the application of Rules 19.12 to 19.20 of these Rules.
- 18.4. 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.
- 18.5. The Board shall have the power to suspend a Club on notification of it having entered an Insolvency Event.
- 18.6. The Board may determine, in its sole discretion, when a suspension shall commence, a suspension may take effect from the giving of the notice or it may be postponed subject to any conditions as the Board may think fit to impose.
- 18.7. In the event that a Club is suspended or its suspension is postponed, the Board shall have power to make such payments as it may think fit to the Club's Football Creditors out of any monies due to that club from the Competition.

Ownership and Change of Control

- 18.8. Each Club shall publish its legal name, form (e.g. company limited by shares or guarantee) and any identifier (e.g. company number). In addition Clubs shall also publish the identities of the ultimate owner (i.e. the name of an 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.
- 18.9. If any change of Control of a Club is proposed (whether by a natural person, legal entity or any other body) then:

- 18.9.1. 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 ten (10) working days thereafter;
- 18.9.2. 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
- 18.9.3. on considering all information available, including that provided under Rule 18.9.2, the Board shall, at its absolute discretion, apply any conditions in respect of the Club's on-going membership of the Competition 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 Rules 18.1 and 18.2 apply.

19. INSOLVENCY PROVISIONS

Sporting sanctions

- 19.1. If an Insolvency Event shall occur in relation to any Club that Club shall be deducted ten (10) points.
- 19.2. If a Club takes or suffers an Insolvency Event:
 - 19.2.1. during the Playing Season, the points deduction shall apply immediately; or
 - 19.2.2. 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).
- 19.3. For the purposes of this Rule 19:
 - 19.3.1. 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
 - 19.3.2. 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.
- 19.4. For the avoidance of doubt, where a Club is subject to more than one Insolvency Event (for example administration followed by a CVA), the Club shall only be deducted one set of ten (10) points, such deduction to apply with effect from the first Insolvency Event.
- 19.5. Where a points deduction is to be applied, the Competition Secretary shall serve the Club with a written notice of this ("Notice").
- 19.6. A Club may appeal against a points deduction. Any such appeal will be conducted in accordance with the Regulations for Football Association Appeals, save that the following

paragraphs of those Regulations will not apply – 1.2, 1.4, 1.5, 3.3 and 3.5. In place of those Regulations, the following Rules 19.7 to 19.11 will apply.

- 19.7. The Notice of Appeal shall be lodged with The FA within seven (7) days of the date of the Notice.
- 19.8. A Club may appeal against an automatic deduction of points solely on the ground that the insolvency proceedings arose solely as a result of a Force Majeure event. For the purposes of this Rule 19, a 'Force Majeure' event shall be an event that, having regard to all of the circumstances, is reasonably considered to have been unforeseeable and unavoidable.
- 19.9. The Appeal Board shall have the power to:
 - 19.9.1. confirm the deduction of ten points;
 - 19.9.2. set aside the deduction of ten points and substitute a deduction of such lower number of points as it shall deem appropriate; or
 - 19.9.3. order that there shall be no sanction at all.
- 19.10. The decision of the Appeal Board shall be final and binding. Any costs incurred by any party in appeal proceedings brought before the Appeal Board shall be met by the Club in any event and shall be considered as a sum due to the Competition.
- 19.11. Any sanctions imposed pursuant to these provisions shall not be taken into account in respect of any other sanctions, penalties or fines that may be imposed by the Competition in respect of any breaches of its Rules or regulations by the Club.

General Insolvency

- 19.12. In the event of a Club entering an Insolvency Event between the end of the AGM and start of the AGM immediately following thereafter ('the next AGM') then it shall automatically have its Club Licence revoked, unless one of the following requirements has been met, namely:
 - 19.12.1. prior to the next AGM it has Paid in Full all its creditors (including but not limited to Football Creditors); or
 - 19.12.2. prior to the next AGM it has Paid in Full its Football Creditors and entered a compliant CVA.
- 19.13. For the purposes of Rule 19.12.2, a CVA shall be considered compliant if it provides for the following:
 - 19.13.1. That all creditors will be Paid in Full.
 - 19.13.2. The first payment under the terms of the CVA shall be made within twenty eight (28) days of the approval of the CVA and shall constitute a minimum of ten (10) percent of the total sum payable.
 - 19.13.3. The balance shall be paid in equal amounts over the remaining period of the CVA.
 - 19.13.4. The period of the CVA shall not extend beyond three (3) years from the date of approval.
- 19.14. Following the approval of a CVA, any consent by creditors to compromise the whole or part of the debt admitted thereto shall render the CVA as non-compliant and the Club shall be required to notify the Competition in accordance with Rule 19.18.

- 19.15. Notwithstanding the above, in the event of a Club being subject to an Insolvency Event at the date of the AGM, then the Club may be subject to such sanction as the Board may determine, (including expulsion from membership of the Competition or revocation of its Club Licence) unless the Board is satisfied that by no later than 5pm on 31 May (or, if the 31 May falls on a weekend, 5pm on the immediately preceding Business Day) that the Club (or any new entity to which its membership is subsequently transferred under Rule 18.2 above) is in a financial position to complete all of its fixtures for the immediate following Playing Season.
- 19.16. Rules 19.12 to 19.5 are subject to Rule 18.2 in respect of Clubs which have transferred their membership pursuant to an Insolvency Event and in any case where there is any conflict between any provision of Rule 19 and Rule 18.2 then this Rule 19 shall prevail.
- 19.17. The sanctions contained herein shall be in addition to and not in substitution for any other sanctions contained within the Rules and, in particular, the sanctions set out in Rules 19.1 to 19.11. For the avoidance of doubt, where a Club is subject to more than one connected Insolvency Event, for example administration followed by a CVA, any sanction applied to it in accordance with Rule 19.12 shall be applied in one Playing Season only except as provided for in Rule 19.12.

Compliance with/extension of CVA's

- 19.18. Any Club must inform the Competition in writing (and provide supporting evidence) within seven (7) days of the Club:
- 19.18.1. making a payment under the terms of a CVA and provide evidence of that payment;
 - 19.18.2. becoming aware of any failure to comply with the terms of any CVA entered into by it (including the failure to make a payment by the due date);
 - 19.18.3. making an application to extend or vary the terms of the CVA entered into by it and provide a copy of the application; or
 - 19.18.4. completing all its obligations under an Insolvency Event and receiving confirmation of such from the relevant Insolvency Practitioner.
- 19.19. In the event of any Club:
- 19.19.1. failing to comply with the terms of any CVA entered into by it (whether securing Payment in Full of all of its creditors or not) including the failure to make a payment by the due date;
 - 19.19.2. making a successful application to vary the terms of the CVA or to extend the period of any CVA for a period extending more than three (3) years following the date of the approval of the CVA; and/or
 - 19.19.3. failing to inform the Competition of the events in Rules 19.18.1 to 19.18.4 in writing within seven (7) days as required under this Rule and Rule 19.18,
- then the Board shall have the power to impose such sanction as it deems appropriate, including, but without limitation, the expulsion of that Club, the relegation of that Club, the deduction of points and the Embargo of player registrations.

19.20. Where a Club has transferred its membership under Rule 18.2 the provisions of Rules 19.12 to 19.20 in relation to a CVA shall be applied to the former entity that was subject to the Insolvency Event and/or the new entity.

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 FIT AND PROPER PERSONS REGULATIONS

21.1. The FA's Fit and Proper Persons Regulations shall apply to the Competition and all Clubs and Officers as though the Competition was specifically mentioned in those regulations. 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 by The FA.

21.4. In the event that the Competition receives a notice from The FA issued in accordance with The FA's Owners' and Directors' Test Regulations for the suspension of that Club's Competition membership, then that Club shall be suspended from the Competition with effect from fourteen (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 Competition 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

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 more than one Club or in

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 ARRANGMENTS

- 23.1. Within fourteen (14) days of a change in a Significant Interest at 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 deposited at the Competition Office.
- 23.2. If during the course of a Playing Season the Board decides that the organisation and management or finances of a particular Club fall below the standards appropriate to membership of the Competition, the Competition Secretary shall be instructed to warn the Club that it may, in the Board’s absolute discretion, be excluded from membership of the Competition at the end of that Playing Season. If the Board subsequently determines that a Club should be excluded from the Competition, such a Club shall have the right to appeal to The FA within fourteen (14) days of the date of notification of the Board’s decision.
- 23.3. The Competition, through 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 Competition as may be necessary for the proper conduct of the business of the Competition. 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 at the then prevailing rate.

Financial records

- 23.4. All Clubs shall keep their accounting records for recording the fact and nature of all receipts and payments so as to disclose with reasonable accuracy, at any time, the financial position including the assets and liabilities of the Club.
- 23.5. Within nine (9) months of its accounting reference date, each Club shall submit to the Competition Secretary a copy of its full financial statements as presented to its members/shareholders with confirmation that the accounts have been approved at a duly convened general meeting.
- 23.6. In addition to the above, the Competition shall be entitled either directly or through its duly appointed agents to inspect the books, accounts and financial records of any Club at any time and that Club shall make available to the Competition all information as may be required from time to time in that respect.

Current HMRC debt

- 23.7. Any Club which has not, within twenty-eight (28) days of the relevant due date, paid to HMRC the amounts due to be paid to HMRC to discharge:
 - 23.7.1. 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;

23.7.2. 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

23.7.3. defaults on the terms of any 'time to pay' agreement, shall report the default event to the Competition prior to the month end following the month in which the debt falls due.

Gate receipts

23.8. The home Club shall retain all gate receipts.

23.9. 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.

23.10. Clubs should have a system in operation for home games that enables them to accurately report on the following:

23.10.1. number of all tickets sold in advance;

23.10.2. reconciliation of cash received by category of entrant through each turnstile;

23.10.3. number of entrants through each turnstile;

23.10.4. the numbers admitted to parts of the stadium that do not pass through a turnstile; and

23.10.5. complimentary tickets authorised.

23.11. This documentation should be reconciled to the overall takings and declared attendance for each home game.

Players

23.12. In the event of a transfer of a Player where a consideration is agreed, the consideration can only be paid between the two (2) Clubs (the transferor and transferee clubs).

23.13. The full name of each contracting club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both clubs.

23.14. Any Club temporarily transferring a Player's registration to another 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.

Financial loans

23.15. 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:

23.15.1. The value of the loan.

23.15.2. The length of the loan.

23.15.3. The interest rate charged, and whether this is fixed or variable.

23.15.4. Repayment terms.

23.15.5. The full names of the individual or corporate body extending the loan.

23.15.6. The terms in the event of a default on the loan.

23.16. The document should be signed by two (2) directors, a Club's officers or executive committee members who are independent of the party extending the loan.

24.COMMERCIAL ARRANGEMENTS

24.1. Each Club shall at all times comply with all reasonable requests by the Competition to ensure due compliance by the Competition with its commercial agreements and each Club shall not enter into any new agreements with any direct competitor to the Competition's title sponsor or any third party with whom the Competition has entered into a commercial agreement without obtaining the prior written consent of the Management Committee.

24.2. Each Club shall be obliged to utilise any match boards provided by the Competition's sponsor and further shall be obliged to procure that any bench kit provided by a sponsor shall be worn during Competition Matches. In the event of any Club having an existing agreement with a competitor to the Competition's sponsor in respect of match boards and bench kit, the Club shall be obliged to ensure that any Club sponsor is identified as a Club sponsor by taking any such steps as the Management Board may direct from time to time.

24.3. Each Club shall permit photography, filming and audio and web broadcasting at their home ground to enable the Competition to comply with the terms of any commercial contract which may be entered into by the Competition and will provide all necessary facilities as may reasonably be requested by the Competition or any broadcaster as may be nominated by the Competition

25.INSURANCE

Players

25.1. All Clubs shall insure its Players through The FA approved group insurance scheme and shall comply at all times with the provisions of the Club Licence in respect of insurance.

25.2. Each Club shall submit to the Board a copy of the insurance policy document together with the last premium payment receipt fourteen (14) days prior to the start of the Playing Season.

Public liability

25.3. All Clubs must have public liability cover of at least ten million pounds (£10,000,000).

25.4. Each Club shall submit to the Board a copy of the insurance policy document together with the last premium payment receipt fourteen (14) days prior to the start of the Playing Season.

26.PROTESTS AND APPEALS

26.1. All protests, claims or complaints relating to these Rules, breaches of the Rules, registration disputes and/or appeals arising from a Player's contract shall be heard and determined by the Management Committee. The Clubs or Players protesting, appealing, claiming or complaining must send two (2) copies of such protest, appeal, claim or complaint and deposit a fee to the Competition Secretary in accordance with Rule 26.2. The deposit fee shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and any party may, in addition, be ordered to pay such costs as are determined by the Management Committee in its absolute discretion.

- 26.2. All such protests, claims complaints and appeals must be received in writing by the Competition Secretary within fourteen (14) days of the event or decision causing any of these to be submitted.
- 26.3. Any appeal against a decision of the Management Committee must be lodged with The FA within fourteen (14) days of the posting of the written notification of the decision causing the appeal, accompanied by a fee which may be forfeited in the event of the appeal not being upheld. A copy of the appeal must also be sent to the Competition Secretary.
- 26.4. All appeals to The FA must be lodged in accordance with the appeals procedure detailed in the Regulations for Football Association Appeals.
- 26.5. A Club, on giving fourteen (14) days' notice to a Player to terminate her Player's contract, must state in the notice the Player's right of appeal to the Management Committee and also the address of the Competition Secretary to whom she must appeal. The notice must advise the Player of the necessity of forwarding two (2) copies of her appeal with the deposit fee specified in the Fees and Fines Tariff, to the Competition Secretary within fourteen (14) days of the receipt of the notice from the Club.
- 26.6. A Player on giving fourteen (14) days' notice to her Club to terminate her Player's contract must also notify the Competition and The FA of the reasons for the termination of the agreement. A copy of such notice must be received by the Competition Secretary within seven (7) days of the sending of the notice to the Club in order to be valid.
- 26.7. If the recipient of a notice referred to in Rules 26.5 and 26.6 above wishes to do so, she may appeal against the relevant notice within fourteen (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 fee.
- 26.8. The Club or the Player as the case may be shall have further right of appeal as set out in Rule 26.4 above.
- 26.9. An appeal by a contract Player against a fine or suspension imposed by her Club under Football Association Rule C1m must be made within fourteen (14) days to the Competition Secretary.

27. MISCONDUCT OF CLUBS, OFFICERS, PLAYERS

Undertakings to be given by Club Employees

- 27.1. 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 Competition or any Club into disrepute and an undertaking on the part of the employee not knowingly to 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's Rules and regulations.
- 27.2. 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.

Misconduct in pre-arranging the result of matches

- 27.3. Any Club, Club Official or Player offering or receiving a payment or any form of inducement to or from any Club, Club Official or Player of any Club; or any Club, Club Official or Player

receiving or seeking to receive any payment or other form of inducement from any other person or organisation to win, lose, or draw a Competition Match shall be deemed guilty of misconduct.

Other misconduct

27.4. Any person charged and found guilty of bringing the Competition into disrepute and any Club, Club Official or Player charged and found guilty of misconduct as defined by the Management 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 Management Committee shall deem appropriate.

28.LONG SERVICE

28.1. The Management Committee shall be empowered to grant a long service award for twenty one (21) years' service with a Club providing such an award has not already been made by any other competition.

28.2. Clubs may enter into agreement with Players after five (5) years continuous service providing for a testimonial. Players shall qualify for a second testimonial after a further five (5) 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.

29.ALTERATIONS TO RULES

No alteration to these Rules shall be made or implemented until they have been approved by The FA or its appropriate sanctioning body and the Board. Alterations to the Rules, once approved by The FA or its relevant sanctioning body and the Board, shall be notified to an AGM or a General Meeting called for the purpose of altering the Rules.

Appendix 1

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 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 FA 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 FA 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 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 FA, 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 FA
- Required to leave or be sacked by the club.

In addition:

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

Appendix 2

Standard Club Rules

Some years ago The Football Association, in response to many requests, drew up a list of suggested rules for clubs. These rules, now updated, are printed below for the benefit of secretaries and organisers:—

Suggestions for Club Rules

1. NAME The club shall be calledF.C. (the Club)
2. OBJECTS The objects of the Club shall be to arrange association football Matches and social activities for its members.
3. STATUS OF RULES These rules (the Club Rules) form a binding agreement between each member of the Club.
4. RULES AND REGULATIONS
 - (a) The Club shall have the status of an Affiliated Member Club of The Football Association by virtue of its affiliation to/membership of The Football Association. The Rules and Regulations of The Football Association Limited and Football Association or any League or Competition to which the Club is affiliated for the time being shall be deemed to be incorporated into the Club Rules.
 - (b) No alteration to the Club Rules shall be effective without prior written approval to the parent Association.
5. CLUB MEMBERSHIP
 - (a) The members of the Club from time to time shall be those persons listed in the register of members (the Membership Register) which shall be maintained by the Club Secretary.
 - (b) Any person who wished to be a member must apply in the Membership Application Form and deliver it to the Club. Election to membership shall be at the sole discretion of the Club Committee. Membership shall become effective upon an applicant's name being entered in the Membership Register.
 - (c) In the event of a member's resignation or expulsion, his or her name shall be removed from the Membership Register.
 - (d) The Football Association or an Affiliated Association shall be given access to the Membership Register on demand.
6. ANNUAL MEMBERSHIP FEE
 - (a) An annual fee payable by each member shall be determined from time to time by the Club Committee. Any fee shall be payable on a successful application for membership and annually by each member. Fees shall not be repayable.
 - (b) The Club Committee shall have the authority to levy further subscriptions from the members as are reasonably necessary to fulfil the objects of the Club.
7. RESIGNATION AND EXPULSION
 - (a) A member shall cease to be a member of the Club if, and from the date on which, they gives notice to the Club Committee of his resignation. A member whose annual membership fee or further subscription is more than 2 months in arrears shall be deemed to have resigned.
 - (b) The Club Committee shall have the power to expel a member when, in their opinion, it would not be in the interests of the Club for him to remain a member. There shall be no appeal procedures.
 - (c) A member who resigns or is expelled shall not be entitled to claim any, or a share of any, of the Club Property.
8. CLUB COMMITTEE
 - (a) The Club Officers shall consist of
 - (i) The Club Committee shall consist of the Club Officers and other members.
 - (ii) Each Club Officer and Club Committee Member shall hold office from the date of appointment until the next Annual General Meeting unless otherwise resolved at a General Meeting. One person

may hold no more than two positions of Club Officer at any time. The Club Committee shall be responsible for the management of all the affairs of the Club. Decisions of the Club Committee shall be made by a simple majority of those attending the Club Committee meeting. The Chairman of the Club Committee meeting shall have a casting vote in the event of a tie. Meetings of the Club Committee shall be chaired by the.....or in his absence the..... . The quorum for the transaction of business of the Club Committee shall be three.

(iii) Decisions of the Club Committee of meetings shall be entered into the Minute Book of the Club to be maintained by the Club Secretary.

(iv) Any member of the Club Committee may call a meeting of the Club Committee by giving not less than 7 days' notice to all members of the Club Committee. The Club Committee shall hold not less than four meetings a year.

(v) An outgoing member of the Club Committee may be re-elected. Any vacancy on the Club Committee which arises between Annual General Meetings shall be filled by a member proposed by one and seconded by another of the remaining Club Committee members and approved by a simple majority of the remaining Club Committee members.

(vi) Save as provided for in Rules and Regulations of The Football Association and the Affiliated Association to which the Club is affiliated, the Club Committee shall have the power to decide all questions and disputes arising in respect of any issue concerning the Club Rules.

9. ANNUAL AND GENERAL MEETING

(a) An Annual General Meeting (AGM) shall be held in each year to:

(i) receive a report of the activities of the Club over the previous year

(ii) receive a report of the Club's finances over the previous year

(iii) elect the members of the Club Committee

(iv) consider any other business

(b) Nominations for election of members as Club Officers or as members of the Club Committee shall be made in writing by the proposer and seconder, both of whom must be existing members of the Club, to the Club Secretary not less than 21 days before the AGM. Notice of any resolution to be proposed at the AGM shall be given in writing to the Club Secretary not less than 21 days before the Meeting.

(c) A General Meeting (GM) may be called at any time by the Committee and shall be called within 21 days of the receipt by the Club Secretary of a requisition in writing signed by not less than five members stating the purposes for which the Meeting is required and the resolutions proposed.

Business at an GM may be any business that may be transacted at an AGM.

(d) The Secretary shall send to each member at his last known address written notice of the date of a General Meeting together with the resolutions to be proposed at least 14 days before the Meeting.

(e) The quorum for a General Meeting shall be..... .

(f) The..... , or in his absence a member selected by the Club Committee, shall take the chair. Each member present shall have one vote and resolutions shall be passed by a simple majority. In the event of an equality of votes the Chairman of the Meeting shall have a casting vote.

(g) The Club Secretary, or in his absence a member of the Club Committee, shall enter Minutes of General Meetings into the Minute Book of the Club.

10. CLUB TEAMS

At its first meeting following each AGM the Club Committee shall appoint a Club member to be responsible for each of the Club's football teams. The appointed members shall be responsible for managing the affairs of the team.

The appointed members shall present to the Club Committee at its last meeting prior to an AGM a written report of the activities of the team.

11. CLUB FINANCES

(a) A bank account shall be opened and maintained in the name of the Club (the Club Account).

Designated account signatories shall be the Club Chairman, the Club Secretary and the Treasurer. No sum shall be drawn from the Club Account except by cheque signed by two of the three designated

signatories. All monies payable to the Club shall be received by the Treasurer and deposited in the Club Account.

(b) The income and assets of the Club (the Club Property) shall be applied only in furtherance of the objects of the Club.

(c) The Club Committee shall have power to authorise the payment of remuneration and expenses to any member of the Club and to any other person or persons for services rendered to the Club.

(d) The Club shall prepare an annual Financial Statement in such form as shall be published by The Football Association from time to time.

(e) The Club Property, other than the Club Account, shall be vested in not less than two and no more than four custodians, one of whom shall be the Treasurer (the Custodians), who shall deal with the Club Property as directed by decisions of the Club Committee and entry in the Minute Book shall be conclusive evidence of such a decision.

(f) The Custodians shall be appointed by the Club in a General Meeting and shall hold office until death or resignation unless removed by a resolution passed at a General Meeting.

(g) On his or her removal or resignation a Custodian shall execute a Conveyance in such form as is published by The Football Association from time to time to a newly-elected Custodian or the existing Custodians as directed by the Club Committee. On the death of a Custodian, any Club Property vested in him shall vest automatically in the surviving Custodians. If there is only one surviving Custodian, a General Meeting shall be convened as soon as possible to appoint another Custodian.

(h) The Custodians shall be entitled to an indemnity out of the Club Property for all expenses and other liabilities reasonably incurred by them in carrying out their duties.

12. DISSOLUTION

(a) A resolution to dissolve the Club shall only be proposed at a General Meeting and shall be carried by a majority of at least three-quarters of the members present.

(b) The dissolution shall take effect from the date of the resolution and the members of the Club Committee shall be responsible for the winding up of the assets and liabilities of the Club.

(c) Any surplus assets remaining after the discharge of the debts and liabilities of the Club shall be transferred to the parent Association who shall determine how the assets shall be utilised for the benefit of the game.

Alternatively, such assets may be disposed of in such other manner as the members of the Club with the consent of the parent Association shall determine.

Appendix 3

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.

“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.

“Appearance Bonuses” means bonuses that Accrue to a Player depending upon the number of Competition Matches and FA WSL Cup 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 9 matches in the Competition for the Club during the Salary Cap Period.

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

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

“Participant” shall have the meaning set out in The FA Rules.

“Playing Contract” means a written contract, entered into between a Player and a Club which sets out the level of salary (and other benefits) to be earned by the Player pursuant to her employment with the Club.

“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 provided by each Club to the Competition 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 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 Competition (including any play-offs); (b) the Women’s FA Challenge Cup competition; (c) the FA WSL Cup; or (d) 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 seasonal 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.

“Salary Cap Period” means 1 January 2017 until 30 June 2017.

“Win Bonuses” means bonuses that may Accrue to the Player depending upon the Club’s success in any Competition and FA WSL Cup 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 Competition. 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 1 January 2014.
- 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 Competition 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 7.3 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. Clubs must ensure that they comply with both Rule C of The FA's Rules and Rule 8 of the Rules at all times. In particular Clubs should ensure that they comply with the following:

3.3.1."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's Rules).

3.3.2."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's Rules).

3.3.3."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's Rules" (Rule 8.21 of the Rules).

3.4. Clubs must not allow any payment to be made to or on behalf of a Player in breach of Rule C of The FA's Rules and/or Rule 8 of the Rules. This includes payments or benefits on account of the Player's provision of playing, coaching, development, administration or other services to the Club, including in respect of the Player's appointment to a role of Digital Ambassador in accordance with the Club Licence during a Salary Cap Period.

4. COMPLETION OF SALARY CAP FORMS

4.1. Each Club covered by these Salary Cap Regulations must submit to The FA, on or before 1 March (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 SC1 and SC 2 are attached to the back of each Player Contract and should be completed and submitted to The FA Registrations Department at the same time as the Player 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, (which is to be conducted by 31 December, or such date as may be notified by The FA from time to time each year in accordance with 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 Competition Matches and FA WSL Cup 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 Section 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 Section 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 above and Rule F of The FA's 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 dealt with by the Competition accordingly.

7.5. Where it is determined by the Regulatory Team that a breach of these Salary Cap Regulations has been committed, it shall report such breach to the Management Committee. The Management Committee shall deal with such breach as considered appropriate by the Management Committee at its discretion. Rule 26 of the Competition Rules shall apply to any decisions of the Management Committee in connection therewith.

Data Protection

7.6. Any Person who submits information (including personal data) pursuant to the Salary Cap Regulations shall be deemed to have agreed, both pursuant to the Data Protection Act 1998 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 Competition Rules and specifically the salary cap regulations (Appendix C) that we have worked within the salary cap of £ [] as agreed in April 2017 or £ [] as agreed in July 2017 after the transfer window.

This is the amount recorded on our accounts as submitted to The FA WSL Finance Manager by the 31st January 2015.

CEO
Signed By: []

Name of Signatory: []

For and on behalf of: []

Director
Signed By: []

Name of Signatory: []

For and on behalf of: []

Appendix 4

FEES AND FINES TARIFF

Rule	Subject Matter	Amount (£)
4.12 and 5.10	Failure to attend an AGM or General Meeting	£250 - £1,000
6.6	Failure to return information requested by the Competition Secretary	£50 - £500
6.16	Failure to satisfactorily attend to the business and/or the correspondence of the Competition	£100 or £200
8.4, 8.5 and 8.9	Failure to complete and send a player registration form	£50
8.9	Registration of a player	£5
8.12	Breach of any rules or regulations concerning Player registrations	£50 - £2000
8.65	Playing an ineligible player in a match	£250 - £1000 and points gained in the Competition Match will be deducted
8.74	Breach of The FA Rules regarding payments to Contract Players	Any action the Board may determine
8.76 to 8.80	Breach of any rules concerning the use of EPTS Devices	Any sanction the Management Committee may determine
10.1	Playing in unregistered colours without first obtaining permission	£100 - £400
10.2	Failure to have shirts correctly numbered	£100 - £400
10.11	Playing in colours that cause a clash	£100 - £400
10.7	Failure of player to wear number in accordance with the Team Sheet	£100 - £400
10.8	Captain not wearing an armband	£100 - £400
11.2	Failure to acknowledge fixtures	£100
11.15	Responsible for late kick off by either team	£75 plus £2 per minute for each minute late

11.15	Commencing a Competition Match with a Club to have less than 11 players	£200 per player
11.17	Failure to present Team Sheet at least sixty (60) minutes before kick off	£75 - £300
11.17	Failure for appropriate personnel to attend Team Sheet exchange	£75 - £300
11.17	Incomplete Team Sheet	£75 - £300
11.18	Altering Team Sheet after exchange	£75 - £300
11.20	Late or failure to notify details of match to visiting Club and Match Officials	£75 - £200
11.22to 11.26	Breach of technical area rules and regulations	£75 - £300
11.27	Failure to provide three (3) match quality balls forty five (45) minutes prior to kick off	£150 - £250
11.29	Failure to provide drinks for Clubs and Match Officials before, at half time and after the conclusion of a Competition Match	£75 - £150
11.48	Failure to keep its engagement	£500 - £1,500 plus a Club may have three (3) points deducted, be ordered to pay its opponents expenses and any other action the Competition may decide including expulsion from the Competition
11.50	Failure to send the result of the Competition Match by electronic text message	Any sanction the Management Committee may determine
11.51	Failure to enter details of the team onto the full time website	Any sanction the Management Committee may determine
11.52	Failure to send details of the match on the prescribed form to the Competition Secretary within three (3) days of the Competition Match	Any sanction the Management Committee may

		determine
11.53	Failure to provide club report or referee form	£25 for each offence and doubled for each subsequent offence
11.54	Failure to provide programme for spectators	£250
11.56	Failure to submit programme to Competition Secretary	£150
13.6	Failure to pay Match Officials in changing room	£100 - £400
13.10	Match Officials fees and expenses	TBC
13.11	Failure to provide flags	£25 - £100
14.1	Failure to have a medical practitioner in attendance throughout a Competition Match	£50 - £250
16.5	Failure to return Competition trophy by due date or in poor condition	£100- £400
17.3	A Club ceasing to operate or having its Club Licence terminated	£2500
21.3	Completing false or misleading statements on the Club's Owners' and Directors' Declaration; acting as an Officer when in breach of the requirements of the Owners' and Directors' Declaration; and/or acting 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	£250 - £1000
26.1	Protest and appeal fee	£150
26.4	Appeal to The FA	£200
26.5	Player's appeal in relation to termination of contract	£150
26.6	Appeal of termination of contract by a Player to a Club	£150