

## **RULES OF THE FA CHALLENGE CUP COMPETITION**

### **1. CONTROL OF COMPETITION – RULES AND REGULATIONS**

- (a) 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 Association.
- (b) The Professional Game Board shall have the power to make, delete and amend regulations for the organisation, control and management of the Competition as it, from time to time, deems expedient (the “Competition Rules”) subject only to the authority of the Board where such matters relate to financial or commercial matters. Unless explicitly provided for within the Competition Rules definitions of terms used within the Competition Rules are those included within the Rules of The Association for the relevant season.
- (c) All Clubs and Players participating in any way in the Competition shall be bound by and comply with the Competition Rules (and any rules or regulations issued pursuant to the Competition Rules).
- (d) The Professional Game Board shall have the power to make decisions on all matters arising out of or in relation to the organisation, control and management of the Competition (including as to eligibility and qualification) which shall be final and binding on all participants in the Competition. In relation to these and any other matters relating to the Competition but not specifically mentioned in the Competition Rules, the Professional Game Board shall have the power to take such action and make such decisions, orders, rulings and impose such penalties as it deems necessary and following such procedures as it considers appropriate and such shall, subject to Rule 31, be final and binding on all Participants. In considering such matters, the Professional Game Board shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceeding before a Court of Law.
- (e) The Professional Game Board may, at its sole discretion, appoint from time to time a Committee to take such action and make such decisions, orders, rulings and impose penalties on its behalf which shall be deemed decisions of the Professional Game Board.
- (f) A Club participating in the Competition shall have only such rights in relation to the Competition (and any match in the Competition) as are expressly granted to the Club under the Competition Rules or by The Association in writing.
- (g) In addition to any other action or penalty, the Professional Game Board shall have the power to disqualify any competing Club, or Player for any competing Club(s), which it determines to have breached the Rules of The Association or the Competition Rules (and any rules or regulations issued pursuant to the Competition Rules), and the decision of the Professional Game Board shall be final and binding.

### **2. CONTROL OF COMPETITION - COMMERCIAL CONTRACTS**

- (a) In relation to each match in the Competition, The Association shall itself be exclusively entitled to, or otherwise to authorise or grant to others, rights of access to and attendance at the ground of the Home Club (“Access Rights”) for the purposes of transmitting or filming or otherwise recording on or by any media, any audio and/or visual materials depicting or describing all or any part or parts of a match (the “Copyright Materials”).
- (b) In relation to each match in the Competition, The Association shall itself be exclusively entitled throughout the world, or to grant to or otherwise authorise others:
  - (i) on a live, delayed, recorded or highlighted basis to broadcast or otherwise transmit by any method whatsoever (now known or hereinafter devised) the Copyright Materials by way of any and all forms of television or similar technology (now known or hereinafter devised) including, without limitation, free to air television, pay television, pay per view, “not-video-on-demand” internet or other on-line media and “video-on-demand” (the “Television Rights”).
  - (ii) on a live or delayed basis to broadcast or to otherwise transmit the Copyright Materials (or audio) by way of radio broadcast or internet, or other on-line media or similar technology (now known or hereinafter devised) (the “Radio Rights”).

- (iii) to use, sell, publish, distribute and otherwise exploit the Copyright Materials in any manner whatsoever including, without limitation, clip licensing, videos, videograms, CD Rom, CDI, internet or other on-line media (the "Footage Rights").
- (c) In relation to each match in the Competition, the Association shall be exclusively entitled, either by itself or to authorise others, to use sell or otherwise exploit all commercial and other marketing rights associated with the Competition including, without limitation, fixture list copyright, sponsorship, supplier rights, licences, perimeter board branding or other commercial arrangements (the "Marketing Rights").
- (d) Clubs shall comply with the terms of all contracts entered into by The Association from time to time in relation to Access Rights, the Television Rights, the Radio Rights, the Footage Rights and the Marketing Rights (collectively the "Commercial Contracts") in relation to the Competition.
- (e) Clubs shall provide access to grounds and provide all other rights, facilities and services as may be necessary to enable The Association to fulfil the Commercial Contracts.
- (f) The Clubs acknowledge that The Association may issue more detailed rules and regulations regarding the provisions of the Commercial Contracts (including, but not limited to in relation to, broadcasting, perimeter board advertising, interview backdrops, centre circle banners, side of goal mats, substitute/added time boards, tickets and match programmes) and the Clubs agree that they shall be bound by such rules and regulations as amended from time to time by The Association.
- (g) Each Club undertakes to indemnify and keep indemnified The Association and its officers, directors, employees and authorised representatives from and against any claims for direct or consequential loss or damage by any party to a Commercial Contract caused or otherwise attributable to any failure or any breach by the Club fully to perform or observe its obligations and responsibilities under these provisions.
- (h) Nothing in the above shall be construed or interpreted so as to prevent or restrict Clubs, subject to applicable FIFA, UEFA or other rules or regulations or decisions of The Association, from entering into commercial arrangements in relation to matches in the Competition which do not in any way conflict with the Commercial Contracts and duties of Clubs as set out herein (and in any other rules or regulations issued by The Association in accordance with this paragraph).
- (i) In relation to the Commercial Contracts, The Association shall make provision for payments to Clubs as it shall from time to time consider appropriate.

### **3. NAME / LOGO AND IMAGES OF THE COMPETITION AND IMAGES OF THE TROPHY**

- (a) The Competition shall be called 'The Football Association Challenge Cup'. The Competition shall be marketed under the title 'The FA Cup with Budweiser' (the "Official Title").
- (b) Each Club shall include the Official Title at least once on all materials produced by or on behalf of it which relate to the Competition (including, but not limited to, tickets, programmes, press releases and (where possible) scoreboard displays) and (where possible) shall refer to the Official Title at least once over (any) public address system operating on the day of each FA Cup match.
- (c) The Association shall from time to time issue a FA Cup Logo. The FA Cup Logo may incorporate branding for the lead FA Cup sponsor.
- (d) In the Competition Proper, each participating Club shall include The FA Cup Logo on all FA Cup communication materials produced by or on behalf of it (including, but not limited to, the front page of each FA Cup match programme, match tickets (if it is not possible to include The FA Cup Logo on tickets the Club shall include a reference to the Official Title), fixture posters, stadium giant screens (if any) and Club websites).
- (e) The Association will from time to time issue images of The FA Cup to Clubs. The ribbons attached to The FA Cup in the image will incorporate branding for the lead FA Cup Sponsor.
- (f) If a Club wishes to use an image of The FA Cup it shall use the image issued by The Association and will follow any directions issued by The Association in relation to the use of such image.

#### 4. ORGANISATION OF THE COMPETITION

- (a) There shall be a Qualifying Competition and a Competition Proper.
- (b) The Competition Proper shall consist of the following numbers of Clubs:
  - (i) 92 Clubs selected by the Professional Game Board and exempted from playing in the Qualifying Competition.
  - (ii) 32 Clubs from the Qualifying Competition.
- (c) The Qualifying Competition shall consist of all Clubs admitted to participate in the Competition, in accordance with Rule 5, except the 92 Clubs referred to in Rule 4(b)(i)
- (d) Exemption from Rounds of Competition:
  - (i) 44 Clubs shall be exempted until the Third Round of the Competition Proper.
  - (ii) 48 Clubs shall be exempted until the First Round of the Competition Proper.
  - (iii) 24 Clubs shall be exempted until the Fourth Round of the Qualifying Competition.
  - (iv) 44 Clubs shall be exempted until the Second Round of the Qualifying Competition.
  - (v) 66 Clubs shall be exempted until the First Round of the Qualifying Competition.
  - (vi) 132 Clubs shall be exempted until the Preliminary Round of the Qualifying Competition.
- (e) The Qualifying Competition shall be played on a geographical basis.

#### 5. ELIGIBLE CLUBS

- (a) Participation in the Competition shall be open to **all Clubs competing in The Premier League, Football League and in Steps 1-6 of The FA National League System subject to the ground conforming to the requirements of Competition Rule 13.**
- (b) A Club not participating in The FA Premier League or The Football League Competitions must have competed in either The FA Challenge Trophy or the FA Challenge Vase Competitions in the previous season, and must be accepted into a League for the current season which is considered to be acceptable for entry into the Challenge Cup Competition.
- (c) The Professional Game Board may reject the application of any Club to participate in the Competition at its entire discretion.
- (d) A Club which has been allowed to participate in the Competition may not assign or otherwise transfer the ability/right to participate without the prior written approval of the Professional Game Board. A request for transfer must be in writing, setting out the details of the intended transferee and the reason for the transfer. The decision whether or not to approve a transfer shall be made by the Professional Game Board in its absolute discretion. In considering a request for transfer the Professional Game Board may assess the request from any Club allowed to participate in the Competition in relation to the minimum requirements set out at Rule A 3 (g) of The Association for that season. The Professional Game Board may use the requirements of Rule A 3 (g) and any other conditions in its absolute discretion in deciding whether to approve the request. A transfer shall be granted only on condition that the transferee shall be treated for the purposes of these Competition Rules and the Rules of The Association as being the same entity as the transferor.
- (e) If a Club is removed from the League in which it is playing, once it has been accepted into the Competition, The Professional Game Board has the power to remove the Club from the Competition.
- (f) If any Club **or Parent Undertaking (as defined at Section 1162 Companies Act 2006) of that Club** when applying to enter the Competition, or at any time during the course of the Competition becomes subject to any of the following insolvency events:
  - (i) **enters into a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act 1986 (“the 1986 Act”) or a compromise or arrangement with its creditors under Part 26 of the Companies Act 2006 or any compromise agreement with its creditors as a whole; or**
  - (ii) **lodges 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 1986 Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the 1986 Act 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 1986 Act); or

- (iii) an Administrative Receiver (as defined by section 251 of the 1986 Act), 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 League; or
- (iv) shareholders pass a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
- (v) a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
- (vi) a winding up order is made by the Court under section 122 of the 1986 Act or a provisional liquidator is appointed under section 135 of the 1986 Act; or
- (vii) Ceases or forms 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 its Board; or
- (viii) Being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in (i) to (vii) above;

that Club must notify the Professional Game Board immediately in writing. The Professional Game Board will (at its absolute discretion) then decide whether to accept the application and/or allow that Club to continue to compete in the Competition and may set any terms and conditions in relation to that Club’s ongoing participation in the Competition.

- (g) A Club that through the Competition qualifies for a UEFA Competition for the following season must adhere to the rules and licensing requirements of UEFA applicable to that season.
- (h) Clubs must provide, to The Association, when requested by The Association, a declaration from the local safety authority or Police that ties are able to be staged at the capacity stated on the entry form.

## **6. ENTRY DATE**

- (a) A Club wishing to participate in the Competition must complete the application and payment process on or before 1 April in the season previous to the season in which such Club proposes to compete in the Competition. A Club that is either a Full or Associate Member of The Association who fail to pay The Association’s Membership subscriptions by 1 August may be subject to removal from the Competition.
- (b) Clubs entering the Competition will be required, on the closing date for entries to have the following documentation available:
  - Up to date set of statutory accounts, signed by an independent, qualified accountant.
  - For limited companies, these accounts must have been filed at Companies House by the required due date.
  - Minutes of the Club’s General Meeting at which these accounts were approved by the Members.
  - An up to date set of Memorandum and Articles/Club Rules.

Clubs may be required to submit this documentation to The Association at any stage. Clubs found to have failed to adhere to these Regulations may be subject to sanction by The Association.

## **7. PROVISIONS FOR WITHDRAWING FROM THE COMPETITION**

- (a) Any Club intending to withdraw from the Competition must notify its intention to do so to The Association and the opposing Club, not less than eight days before the date fixed for playing the match.
- (b) A Club failing to comply with this shall be reported to the Professional Game Board, who shall have power to compel such offending Club to pay the expenses incurred and to take such other action as the Professional Game Board considers appropriate.
- (c) If a Club decides to withdraw from the Competition after a drawn, postponed or abandoned match, notice must be given to The Association and its opponent at the end of the match.
- (d) A Club failing to give satisfactory reason for withdrawing from the Competition shall in addition to any other action considered appropriate not be allowed to enter the Competition in the following season and shall be liable to such fine as the Professional Game Board considers appropriate.

## **8. DRAWS FOR ROUNDS AND KICK OFF TIMES**

- (a) The Clubs competing in each Round of the Competition shall be drawn in couples. The couples shall play a match subject to the Laws of the Game. The winners will compete in the next Round, the ties of which will be drawn in the same manner. This shall be continued until the Final of the Competition.
- (b) After the draw for each Round is made, notice shall be given to each Club of the name of its opponent Club, and the date and time when the match shall be played. All matches in each Round shall be played on such date as the Professional Game Board shall determine.
- (c) The time of kick-off shall be 3.00pm for matches on a Saturday or Sunday and 7.45pm for weekday matches unless mutually agreed otherwise, subject to the approval of the Professional Game Board. In any event, the Professional Game Board shall have the power to order that a kick-off time is changed, as it deems appropriate. Any late kick-off shall be reported by the Referee to The Association and the Professional Game Board shall have power to impose a fine.
- (d) Immediately following publication by The Association of the draw for each Round, the Club first drawn must communicate with the opposing Club to agree upon a date for any replay, in accordance with Competition Rule 11, and notify The Association of the date agreed by the two Clubs and all other details by completing the Match Arrangement Form which must be received by The Association within seven days of the date of the draw. The Match Arrangement Form is to be signed by a Director or Secretary of the relevant Clubs. The date for any replay agreed by the two Clubs remains subject to the further consent of the Professional Game Board in accordance with Competition Rule 11.
- (e) Clubs shall not mutually arrange to play a match in lieu of a Cup match.

## **9. VENUE FOR MATCHES**

- (a) *Venue*
  - (i) The venue of each match (save for the Semi-Finals or Final which will be played at venues selected by the Professional Game Board) will be that of the first named Club. Subject to Competition Rules 9(a)(ii) and 9(a)(iii) such match shall be played on that ground unless the consent of the Professional Game Board has been obtained to any change of venue. In the case of a replay, subject to Competition Rules 9(a)(ii) and 9(a)(iii), the match shall be played on the ground of the second drawn Club, unless the consent of the Professional Game Board has been obtained to any change of venue.
  - (ii) For a tie to be played on the ground of a Club outside The FA Premier League or Football League playing a Club from The FA Premier League or The Football League a meeting must be arranged by the Home Club with the local safety authority and/or Police and representatives of The Association to assess the suitability from a safety or security point of view of staging a tie at the ground. Any such meeting must be held within three days of the date of the Draw (or the date of the drawn tie in the case of a replay).

Following such meeting, the Professional Game Board will decide whether to allow and require the match to be played at such ground or not, taking into account the views expressed at such meeting.

In the event that following such meeting, the Professional Game Board allow and require the match to be played at that ground, the Away Club may still lodge a protest under the provision of Competition Rule 9(b) if applicable.

In the event that following such meeting, the Professional Game Board decide not to allow and require the match to be played at that ground then the first alternative ground shall be the nearest suitable ground subject to the agreement of the Professional Game Board.

- (iii) In any event, the Professional Game Board shall have the power to order that any match be played on an alternative ground or date, including a Sunday, if it is considered appropriate and necessary. For ties switched from the ground of the Club first drawn, then the Professional Game Board shall determine the financial conditions in which the tie shall be played and this may include, any excess receipts to be paid into the Pool.
  - (iv) No monetary or other consideration shall be asked for, offered or paid in connection with negotiations for a change of venue.
  - (v) Any Club with a tie switched after declaring that the ground has been authorised to a capacity agreed with the local authority or Police may be refused entry into the Competition for the following season and be subject to such other action as the Professional Game Board shall deem necessary.
- (b) *Protests Regarding the Suitability of Ground*
- (i) A Club may protest to the Professional Game Board that the ground of the Home Club is unsuitable for the match. Such protest must be made to the Professional Game Board within four days of the date of the draw and must be accompanied by a fee of £250, which may be forfeited if the protest is not sustained.
  - (ii) The Professional Game Board shall have the power to consider the protest in such manner and following such procedures as it considers appropriate. The Professional Game Board may amongst other things order the match to be played on the ground of the protesting Club, or on a neutral ground. The payment of the costs incurred by either Club or The Association incidental to the protest shall be at the discretion of the Professional Game Board.
- (c) *Ground Sharing*
- Clubs with ground sharing agreements must arrange for ties to be played on Friday, Saturday or Sunday. If a clash of fixtures occurs with the sharing Club, if for any reason a tie is unable to be played on the ground of the first drawn Club on a Saturday, the tie must be played on either the day before, i.e. on Friday, or the day after, i.e. on Sunday on the ground of the First drawn Club. If Clubs are unable to agree on the date, then it will be played on the Sunday, unless the Professional Game Board decides otherwise. The decision of the Professional Game Board shall be final and binding.

## **10. DURATION OF MATCHES**

- (a) The duration of each match shall be 90 minutes, except in special cases, provided for in these Competition Rules, where an extra 30 minutes shall be played. The Referee shall allow for time wasted or lost through accident or other cause. The Referee is the sole judge of allowance of time whether lost through accident or other cause and his decision on this matter is not subject to appeal.
- (b) The half-time interval shall be 15 minutes for all ties in the Competition.
- (c) Both teams shall enter the field of play together five minutes prior to the kick-off time, along with the Match Officials.

## **11. REPLAYS, POSTPONED AND ABANDONED MATCHES (MATCHES PLAYED PRIOR TO THE SEMI FINALS)**

- (a) *Replays*

- (i) When a first match has resulted in a draw, it shall be replayed on the ground of the Club drawn second:
    - in the Qualifying Competition – on or before the following Thursday;
    - in the Competition Proper – on the second Wednesday following the original match, or earlier if mutually agreed by the two Clubs and the consent of the Professional Game Board obtained.
  - (ii) When a replayed match is drawn after 90 minutes, an extra 30 minutes shall be played, and 15 minutes shall be played in each half.
  - (iii) If the score is still level at the end of extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.
- (b) *First Matches which are Postponed or Abandoned*
- (i) When a first match has been postponed, or is abandoned before the completion of 90 minutes and neither Club being at fault, it shall be played on the same ground:
    - in the Qualifying Competition – on or before the following Thursday;
    - in the Competition Proper – on the second Wednesday following the original match or earlier if mutually agreed by the two Clubs and the consent of The Professional Game Board obtained.
  - (ii) If the match be drawn or again postponed or abandoned it shall be played as directed by the Professional Game Board.
  - (iii) Matches abandoned through the fault of the Clubs shall be dealt with by the Professional Game Board.
- (c) *Replays which are Postponed or Abandoned*
- (i) When a replayed match has been postponed, or is abandoned before the completion of 90 minutes and neither Club being at fault, it shall be played on the same ground:
    - in the Qualifying Competition – on or before the following Monday;
    - in the Competition Proper – as directed by the Professional Game Board.
  - (ii) When a replayed match has been abandoned at any stage after the completion of 90 minutes and neither Club being at fault, the match shall be further replayed. A coin shall be tossed, and the Club winning the toss of the coin shall have the choice of venue. The coin will be tossed by a Club Official in the presence of an Official of the other Club at the first suitable moment after the abandonment. The match shall be played as directed by the Professional Game Board.
  - (iii) Matches abandoned through the fault of the Clubs shall be dealt with by the Professional Game Board.
- (d) The Professional Game Board shall have the power to vary these arrangements if it is deemed necessary.
- (e) Any Club failing to fulfil a fixture shall be dealt with by the Professional Game Board.
- (f) Clubs must ensure that the police are fully aware of possible replay dates and the dates of any re-arranged dates for postponed ties. If problems are envisaged with arrangements for a tie the Professional Game Board should be informed as soon as the draw is known.

## **12. REPORTING RESULTS**

- (a) Each Club shall send the result of the match, with the names of their players competing and goalscorers, together with the marking of the Referee's performance to be received at The Association within six days of the match.
- (b) The Home Club shall telephone the result to The Association and designated press agencies immediately after the end of the match, according to the instructions issued prior to the match.

## **13. FACILITIES AND EQUIPMENT**

(a) *Artificial Surfaces*

In the Competition Proper all matches shall be played on a natural grass pitch. In the Qualifying Competition artificial grass pitches may be used provided the pitch is listed on The Associations register of artificial grass pitches and with the prior consent of The Association. This should be requested at the time of entry to the Competition in each Season, provided that the artificial turf meets the following conditions:-

- (i) the pitch shall be surfaced with an artificial grass surface that has laboratory type approval according to the FIFA Quality Concept for Football Turf (2009 edition) – FIFA Recommended One Star quality level or the International Artificial Turf Standard (2009 edition) and have satisfied the performance and construction requirements at the time of its last annual assessment. Where an artificial surface is installed, the FIFA Performance Test must be completed by no later than 28 February each year and the result and details submitted to the League by 31 March. Any remedial work must be carried out once the season ends and the pass Performance Test Certificate submitted to the League by 31 May.
- (ii) the artificial grass pitch, including run-offs, shall be one continuous playing surface and shall be green in colour. All line markings shall be in accordance with the Laws of Association Football.
- (iii) the home Club shall allow their opposition the opportunity to use the pitch and train on the surface two hours prior to the kick-off and there must not be another game or event on the pitch following the training period. If it is intended to water the pitch before the match, the pitch shall be watered prior to the training period.
- (iv) the Club using the artificial grass pitch shall advise their opposition at least 10 days before the match of limitations or recommendations on the types of boot or stud that may be used on the surface.
- (v) the Club shall provide all necessary assistance and data relating to player assessments, injury records, maintenance etc as requested by The FA, FIFA or UEFA.

(b) *Ground Facilities*

- (i) Clubs outside of The Premier League and Football League must have a ground which conforms to a category 'G' Grade of The FA National Ground Grading (appropriate to Step 6 of The FA National League System) or higher as at 31 March of the current season as contained in Appendix 1 (The minimum grade will be raised to a category 'F' Grade (appropriate to Step 5 of The FA National League System) for season 2015-2016).
- (ii) A Club must have regular use of an enclosed ground where **all home First Team League matches are played**, where a charge for admission and the attendance must be taken in all matches in the Competition.
- (iii) Goal nets must be used in all matches.
- (iv) Glasses, Glass bottles or cans containing alcohol are not permitted outside of the Clubhouse and must not be brought into grounds. No alcohol is to be consumed in the ground or premises during the period of any match, except as may be governed by the terms of the club licence with regard to its own members, but, notwithstanding such, no alcohol is to be taken or consumed outside the licensed clubhouse or any other authorised area during such match period or brought into the ground.
- (v) Public Liability Insurance must be in place.



(c) *Playing Condition of the Ground*

- (i) Each Club must take every precaution to ensure that its ground is in a fit playing condition. In the event of doubt regarding the condition of the pitch, the Home Club shall immediately notify The Association to enable a Match Official to conduct a pitch inspection.
- (ii) A Referee shall whenever possible examine the ground and decide as to its fitness for play in sufficient time to save the expense of unnecessary journeys being incurred by Clubs. The pitch inspection must be made by the Match Referee or a Referee appointed by The Association who must immediately contact The Association with details of an inspection (and the Match Referee if relevant).
- (iii) Subject to this Rule, the Referee shall have the power to decide as to the fitness of the ground in all matches.
- (iv) The Referee must report to the ground 90 minutes before the time of kick-off. If necessary, the Home Club or The Association may, by notice, require the Referee to visit the ground more than 90 minutes before the time of kick-off any time during the season.
- (v) The Association's Pitch Protection System is compulsory for all televised ties, if after consultation with the Host Club The Association's representative recommends that it is required to ensure the game is played as scheduled. The costs incurred are not to be considered a match expense.

(d) *Floodlighting*

- (i) All matches shall be played on grounds enabling matches to be played either partly or wholly under floodlight conditions, provided that the installation **conforms to the requirements relevant to the category 'G' Grade of The FA National Ground Grading.**
- (ii) A Club may protest to the Professional Game Board that they consider the floodlights of the Club on whose ground the match is to be played to be below the required standard. Such protest must be made to the Professional Game Board within two days of the receipt of the draw (Sundays not included) and must be accompanied by a fee of £100, which may be forfeited if the protest is not sustained.
- (iii) The Referee will decide at what point in the game the floodlights shall be switched on. This will necessitate a discussion with responsible Officials of the competing Clubs before the game, when a signal must be agreed.
- (iv) The cost for floodlighting must not exceed £100, and this cost may be charged as match expenses, if incurred.

(e) *Matchballs*

In rounds prior to the Semi-Finals, the Multiple Ball System (where more than one ball may be used in a match) will not operate in ties.

(f) *Substitute Boards*

- (i) Electronic substitute boards should be provided by Home Clubs for the fourth official, where FA appointed, to operate to display the minimum additional time allowed at the end of each half. If electronic boards are not available, the normal hand held substitute boards should be used.
- (ii) From the First Round Proper onwards, The Association will provide FA Cup Logo branded stickers which must be attached to such boards. No other branding is permitted.

(g) *Assessors*

An Assessor will be appointed to all FA Cup matches from the First Round Proper onwards and the Home Club shall reserve 2 Directors' Box seats for this purpose. The Assessor will inform the Home Club of his attendance at the match.

(h) *Club Doctors and First Aid Facilities*

It is the responsibility of the Home or Host Club in the Competition Proper to ensure that a qualified medical practitioner is in attendance at least 30 minutes prior to kick-off and

throughout the match and at least 30 minutes after the termination of the match, and that he is afforded ready access to the playing area. First Aid facilities, equipment and a stretcher must be made available by the Home or Host Club for all matches and a fully qualified person to administer First Aid.

#### **14. CLUB COLOURS**

- (a) Where the colours (shirts, shorts or stockings) of the two competing Clubs are similar (as determined by the Professional Game Board), the Away Club must change.

In the Semi-Final and Final Ties a toss of a coin shall determine the choice of colours if a clash occurs. The toss of coin shall be made by a representative of The Association and shall be witnessed by the representatives of the Semi-Finalists and Finalists with the toss taking place at The Associations' offices or another suitable location as soon as possible after the Sixth Round Proper or Semi-Final.

- (b) In the event of the Clubs not agreeing upon the colours to be worn, the Professional Game Board shall decide. Goalkeepers must wear colours which distinguish them from the other players, and the Match Officials.
- (c) Clubs' colours must not clash with the black and white outfit worn by the Match Officials. In the Competition Proper, where there is a clash of colour between the Match Officials' kit and the players kit, the Match Official may, with the prior approval of The Association, change to an alternative colour.
- (d) Players' shirts shall be clearly numbered on the back in accordance with the Official Team Sheet. No change of numbers during the match shall be allowed except on a change of Goalkeeper or where a player has been required by the Referee to change his shirt because of a blood injury. The Captain of each team shall wear a distinguishing armband to indicate his status.
- (e) Advertising may be worn on players' clothing in accordance with the Rules of The Association.
- (f) In the Semi Final and Final the participating Clubs will be required to wear sleeve badges branded with The FA Cup Logo unless this is precluded by an agreement with a shirt sponsor who is a competitor of the lead FA Cup sponsor.

#### **15. PROVISIONS CONCERNING PLAYERS**

- (a) Each team participating in a match shall represent the full available strength of each competing Club.
- (b) (i) Each Club must provide a list of names of players taking part in the game (including the names of the substitutes) (the "Official Team Sheet") to the Referee and a representative of their opponents in the presence of the Referee:
- 75 minutes before kick-off for the Semi Final and Final.
  - 60 minutes before kick-off in all other rounds in the Competition Proper and any televised matches in the Qualifying Competition.
  - 45 minutes before kick-off for all other matches in the Qualifying Competition.
- Any Club failing to do so will be liable to be fined by the Professional Game Board a sum not exceeding £100.
- (ii) Should any nominated player or substitute sustain an injury after the submission of the Official Team Sheet to the Referee and before the kick-off, he may be replaced without fine if he is injured warming up after the exchange of the Official Team Sheet, provided the Referee and opponents are informed before the commencement of the match.
- (c) A maximum of seven substitutes may be nominated. A Club may at its discretion use three of those seven substitute players at any time in a match. Substitution can only be made when play is stopped for any reason and the Referee has given permission. Prior to the substitution being made the Club must identify to the Match Officials the number of the player out and the player in, in accordance with the Official Team Sheet.
- (d) All players shall be qualified as players according to the Rules of The Association.

- (e) A player shall not play for more than one Club in the Competition in the same season.
- (f) All players must have been eligible to play in the original tie in order to play in a replayed or postponed match; however a player who has been suspended according to the disciplinary procedures under the Rules of The Association may play in a postponed or replayed match after the term of his suspension has expired.
- (g) A substitute who does not play in a match is entitled to play for another Club in the Competition in the same season.
- (h) In all Rounds of the Competition a player shall be a “registered player” of his Club under the Rules of the Competition.
- (i)
  - (i) A “registered player” is one who is either, in the case of a player under written contract, registered with The Association or, in the case of a player without a written contract, registered with a League in which his Club competes in the current season. Any such registration must have been received and accepted by The Association or League by 12 noon on the Friday previous to the date fixed for playing the Round, and the registration must be continuous through to the date of the match. .
  - (ii) In order to be eligible to play in the Final, the players must have been correctly registered and eligible for the Semi Final Round of the Competition.
  - (iii) An International Transfer Certificate for Players coming from overseas associations (including Wales, Scotland, Northern Ireland and the Republic of Ireland) takes precedence over a Player’s registration. Therefore, this is also required by 12 noon on the Friday previous to the date fixed for playing the Round for the Player’s registration to be valid.
- (j) *Temporary (loan) Transfers*
  - (i) A player on a temporary (loan) transfer is ineligible to compete in the Challenge Cup Competition unless permission to do so is given by the lending Club in writing and a copy is received by The Association by 12 noon on the Friday prior to the date fixed for playing the Round. Any permissions must clearly state that the player has approval to play in The FA Challenge Cup Competition. A registered Trainee or a player who is registered on a Scholarship for work experience may play for another Club, subject to written permission being given by the Club that he is registered to and provided that such permission is received by The Association by 12 noon on the Friday prior to the date fixed for playing the Round.
  - (ii) For all rounds other than the Final, a player recalled to his original Club from temporary (loan) transfer, in accordance with the terms of the loan agreement, may only represent his original Club if any such recall has been received and accepted by 12 noon on the Friday prior to the date fixed for playing the round.
  - (iii) A player on temporary (loan) transfer is eligible to compete if transferred permanently by the lending Club to the loaning Club after the date and time for player qualification for a round but must have been eligible to play in the original tie.
  - (iv) The Association will not give permission for players on loan or work experience to play against the lending Club.

## **16. VALIDITY OF PLAYERS’ QUALIFICATIONS**

- (a) The Professional Game Board shall have power to call upon a Player, and/or the Club to which he is registered, or for which he played, to prove that the Player is qualified according to the Competition Rules.
- (b) Failing satisfactory proof, the Professional Game Board may disqualify such Player, and may remove the Club from the Competition, and impose such other penalty as it considers appropriate. The Professional Game Board shall also have the power to impose penalties against Clubs already knocked out of the Competition.

## **17. PROGRAMME**

A Programme or Team Sheet must be produced for spectators with details of both teams.

## **18. TEAM BENCHES**

- (a) In all Rounds of the Competition, the number of Clubs' players and Officials seated on the team benches, in the designated technical area, must not exceed 13 unless the team bench facility provides more than 13 individual seats.
- (b) Only one person has the authority to convey tactical instructions to the players during the match. This person shall be the Team Manager or the Team Coach. He is allowed to move to the edge of the technical area to issue instructions to his team.
- (c) All Team 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.
- (d) 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 Association, who shall have the power to impose sanctions as deemed fit.
- (e) With the exception of the Team Manager, the Team Coach and any substitutes who are warming up or warming down, all other personnel are to remain seated on the team bench. The Team Manager or Team Coach is allowed to move to the edge of the technical area to issue instructions to his team.
- (f) In the Semi-Final and Final, Clubs will be advised by The Association of the number of technical staff and substitutes who may occupy the team benches and a list of the permitted number of authorised personnel must be provided by each Club to the Referee at least one hour before kick-off.

#### **19. PROVISIONS CONCERNING MATCH OFFICIALS**

- (a)
  - (i) Match Officials shall be appointed by The Association. Neither past nor present members of either of the contending Clubs shall be eligible.
  - (ii) In the Competition Proper a Reserve Official shall be appointed to officiate in the event of an appointed Match Official failing to arrive or being incapacitated.
  - (iii) In the Qualifying Competition, in the event of any of the Match Officials failing to arrive or being incapacitated, the two Clubs shall agree to a substitute, providing one is available who is currently eligible to officiate in a League equivalent to the lowest level of football in which either of the two teams participate.
- (b)
  - (i) The appointment of Assistant Referees for replays in the Extra Preliminary to the Third Round Qualifying will be by the Parent County Football Association to whom the "Home" Club in the replay is affiliated.
  - (ii) When a change of Referee from the first match is necessary, this will be made by The Association. It is the responsibility of the "Home" Club in the replay to contact the Parent County Association to request Assistant Referees.
- (c)
  - (i) In the Qualifying Competition the fees and expenses of all Match Officials appointed By The Association to officiate in any match shall be paid by the Club upon whose ground the match takes place unless otherwise instructed by the Professional Game Board.
  - (ii) In the Competition Proper, the Match Official's fees will be paid directly by The Association. The Home Club will pay the Match Official's expenses and the Reserve Official's fee and expenses.
- (d) *Scale of Expenses to be Paid to Match Officials*
  - (i) In all Rounds of the Competition, standard class railway fares at the cheapest available rate operating on the day of the match may be allowed.
  - (ii) In the event of a Match Official being unable to reach their destination, going to or returning from a match, without staying at a hotel, they shall be reimbursed their hotel accommodation, from the Home Club, up to £100, providing that where a concessionary hotel rate is negotiated the Match Official will, if it is not inconvenient, take advantage of such rates. A receipted hotel account must be provided for the Home Club.

- (iii) An allowance of £0.40 per mile will be allowed to all Match Officials officiating who travel by private car.
- (iv) In the Fourth Round Qualifying, the Competition Proper, the Semi-Final and Final, Match Officials shall be entitled to claim meal allowances as follows:
  - Where the travelling time exceeds 8 hours £25.00
  - Where the travelling time exceeds 6 hours £20.00
  - Where the travelling time exceeds 4 hours £15.00

Travelling time is the period from the time the Match Official leaves home until the time he returns home, less the duration of the match. When an overnight stay is necessary, meal allowances are calculated from the time the Match Official leaves home to the arrival at the ground/hotel. The second day's calculations are from ground/hotel to home (less the duration of the match).

- (e) *Scale of Fees to be Paid to Match Officials*
  - (i) *The Qualifying Competition: Extra-Preliminary, Preliminary and First Rounds:*  
Referee, £40.00; Assistant Referees, £20.00 each.
  - (ii) *The Qualifying Competition: Second and Third Rounds:*  
Referee, £50.00; Assistant Referees, £30.00 each.
  - (iii) *The Qualifying Competition: Fourth Round:*  
Referee, £90.00; Assistant Referees, £45.00 each; Fourth Official, £30.00
  - (iv) *The Competition Proper: First and Second Rounds:*  
Referee, £310.00; Assistant Referees, £155.00 each, Fourth Official, £80.00\*.  
\*£145.00 if National List Referee appointed
  - (v) *The Competition Proper: Third, Fourth, Fifth and Sixth Rounds:*  
Referee, £375.00; Assistant Referees, £375.00 each; Fourth Official, £320.00.
  - (vi) *Semi-Finals:*  
Referee, £375.00; Assistant Referees, £375.00 each, Fourth Official £320.00.
  - (vii) *Final:*  
Referee, £375.00; Assistant Referees, £375.00 each; Fourth Official, £320.00 and a Souvenir Medal each.
- (f) In the event of The Association giving permission for a pitch inspection prior to a match in the Qualifying Competition, by a Match Official other than the Match Referee, such Match Official shall be entitled to expenses only (to include loss of earnings where applicable) for local clubs, but expenses plus half the match fee if not local. In the Competition Proper the fee received in respect of such ground inspections shall not exceed £35 in the First and Second Rounds and £50 in the other Rounds and will be paid directly by The Association. The Home Club will pay any expenses.
- (g) Match Officials are entitled to their travelling expenses if incurred and half their fees if the match to which they were appointed is not played. In the Competition Proper this fee will be paid directly by The Association. The Home Club will pay any expenses.
- (h) The Home Club must notify the Match Officials of the precise details of the match, this is to include a map with the location of the ground indicated, kick-off time, colours of both teams and other necessary details. Such information must be sent to be received by the Match Officials not later than five days prior to the match who must acknowledge receipt.
- (i) Match Officials shall acknowledge acceptance of appointments for all matches in the Competition to The Association.
- (j) The duties of the Match Officials shall be as defined in the Laws of the Game.

## 20. ADMISSION TO MATCHES - SALE OF TICKETS

- (a) All persons including Season Ticket Holders must be charged admission to the ground, enclosure and stands in all matches subject to the following conditions:
- (i) In the Qualifying Competition, each Club shall be entitled to 30 complimentary tickets.
  - (ii) In the Competition Proper, each Club shall be entitled to 50 complimentary tickets.
  - (iii) Complimentary tickets issued by the Home Club in excess of the above must be accounted for at the price at which they would have otherwise been sold.
  - (iv) A complimentary ticket is a ticket that allows admittance to any area of the stadium to attend a match for no consideration where a charge would otherwise be made by the Home Club.
  - (v) In addition to the allowance of complimentary tickets set out at Competition Rule 20(a)(i) and (ii) complimentary tickets may be issued for the sole use of the following:
    - Directors of the participating clubs. An allowance should be agreed between the participating clubs for the use of the Directors of each club up to the maximum available to the visiting club per Competition Rule 21(a)(vii);
    - Press;
    - Scouts and official representatives from non participating clubs;
    - Official representatives of the governing and legislative bodies of football;
    - Disabled and helpers (except where the home club's policy is to charge);
- (b) The Association shall be entitled to purchase 50 tickets per match for distribution to its sponsors. Additionally, where possible, and upon request, the Home Club should provide 2 Director's Box level hospitality passes for key employees of The FA's sponsors.
- (c) (i) *Qualifying Competition*
- Immediately after the draw is known, the two Clubs concerned must mutually agree the prices of admission subject to the following conditions.
- Except where mutually agreed otherwise the minimum admission (except to children and senior citizens) to matches shall be:
- In the Extra-Preliminary, Preliminary and First Round Qualifying: £3.00
  - In the Second and Third Rounds Qualifying: £5.00
  - In the Fourth Round Qualifying: £6.00
- A higher admission charge may be mutually agreed between the Clubs concerned. The away Club's spectators can only be charged more than the home Club's spectators if agreed by both Clubs.
- The price of admission for children and senior citizens must be mutually agreed between the Clubs concerned.
- (ii) *Competition Proper*
- Immediately after the draw is known, the Club playing at home shall decide on the prices of admission, subject to a minimum price of £10.00 for all spectators other than concessions.
- The away Club's spectators can only be charged more than the home Club's spectators if mutually agreed by both Clubs.
- (iii) *Season tickets*
- Each Club participating in the competition is to advise The Association in writing by 31 August in the year of the Competition whether their season tickets entitle the holder to attend Challenge Cup matches. In addition those clubs that include admission to Challenge Cup matches within the cost of the season ticket are also to advise The Association of the total value (including VAT) and number of the Club's season ticket sales for that season. Any season ticket sales after 31 August are to be advised to The Association.

Those Clubs that include admission to Challenge Cup matches within the cost of the season ticket are to include in match receipts reported on the Statement of Receipts and Payments Forms the total value of season ticket sales divided by the maximum number of matches that the season ticket holder is entitled to attend during the season for all Competitions.

- (v) *Executive packages, hospitality, sponsorship or advertising agreements*  
Where the Home Club issues tickets as part of an executive package (eg executive box or lounge), hospitality, sponsorship or advertising agreement then the highest price payable for the appropriate category of spectator (eg adult, concession) for an admission only ticket for the relevant area of the ground should be included in the gate receipts for a match.
  - (vi) The admission prices are to be confirmed in writing to The Association and the visiting club as part of the Match Arrangement Form.
  - (vii) All questions in dispute must be immediately referred to The Association for settlement.
- (d) Immediately after half time but before the conclusion of the match, the Home Club must declare and provide in writing to the Visiting Club a statement of the total admission and gross gate receipts.
  - (e) The Visiting Club shall have the right to check the sale of tickets.
  - (f) The visiting Club is entitled to have access to and copies of all documentation (see Competition Rule 26) maintained by the Home Club for the reconciliation of the match receipts. A request to be made by the Visiting Club in writing and copied to The Association. The documentation is to be provided within fourteen days of the date of the request.
  - (g) The Association is entitled to have access to and copies of all documentation (see Competition Rule 26) maintained by the Home Club for the reconciliation of match receipts and expenses.

## **21. DISTRIBUTION OF TICKETS**

- (a) *All Rounds Preceding the Semi-Finals*  
In all matches preceding the Semi-Finals, the Visiting Club shall have the right to claim up to 15% of all accommodation for which tickets are issued providing these tickets are in a fully segregated area, and subject to the following regulations:
  - (i) The request for tickets shall be made within two days of the draw.
  - (ii) The tickets allotted to the Visiting Club, if numbered and reserved, must be of equal value to those retained by the Home Club.
  - (iii) In cases of replays, the Club playing away in the replay must make a request for tickets prior to the original match in order to ensure that the replay tickets are in the possession of the club playing away in the replay at the latest immediately on conclusion of the original match.
  - (iv) The Visiting Club shall be responsible for the payment of all tickets asked for and allotted, unless otherwise agreed between the Clubs in writing with a copy sent to The Association. All questions in dispute shall immediately be referred to The Association.
  - (v) The Visiting Club should settle with the Home Club for sales of tickets on or before the day of the match.
  - (vi) Any tickets not sold by the Visiting Club should be returned to the Home Club with their statement of tickets sales.
  - (vii) In the Competition Proper, a Visiting Club shall be entitled to one third of the seats usually reserved and known as "Home and Visiting Directors' Seats" up to a maximum of 24 seats.
  - (viii) Where disabled facilities are provided, a Visiting Club shall have the right to claim up to 15% of this accommodation.

- (ix) Where it is deemed desirable, the Professional Game Board shall have the right to vary the allocation of tickets to the Visiting Club, or require a match to be made all ticket.
- (b) *Right of entry and security*
  - (i) Wherever possible, match tickets should be overprinted with a hologram to help eliminate the possibility of counterfeit tickets.
  - (ii) All Clubs in the FA Premier League and the Football League must impose the same Ground Regulations and Ticket/Season Ticket Conditions for matches in the Competition as are imposed for FA Premier League and Football League matches (or in the case of any Club which is not in the FA Premier League or the Football League in substantially similar form). Example Regulations and Conditions applicable for such matches are available from The FA upon request (the "Standard Regulations" and "Standard Conditions"). Clubs outside of the FA Premier League and Football League should issue any necessary additional ground regulations or ticket conditions to ensure that equivalent regulations and conditions to the Standard Regulations and Standard Conditions apply to their matches in the Competition.
- (c) *Semi-Finals and Finals*
  - (i) The Association has the power in its absolute discretion to allocate tickets to the competing Clubs in the Semi-Finals and Final in such numbers and on such basis as it considers appropriate. The Association shall notify each Club of the proposed allocation. Each Club may within 2 days of notification make representations that the allocation should be increased or decreased. All tickets must be paid for at their face value.
  - (ii) Unless otherwise agreed by The Association, tickets for the Semi Final and Final must be sold separately and at face value and must not be packaged with any hospitality arrangements in any way.

## **22. PROCEEDS OF MATCHES PRIOR TO THE SEMI-FINALS**

- (a) The net gate receipts due from a match (except replayed matches in consequence of a breach of the Rules) shall be the total ticket sales for the match less VAT, the travelling (and possibly accommodation) expenses of the Visiting Club, the fees and expenses of the Match Officials, and other match expenses allowed under the Competition Rules (which include costs relating to gate attendants, turnstile operators, stewards, police charges, floodlighting in accordance with the Competition Rules, contributions to the costs of First Aid Helpers and any costs relating to clearing the ground of snow and water provided the Visiting Club is consulted beforehand on the approximate costs). Any shortfalls in receipts are the responsibility of the home club and are not to be shared. The Professional Game Board shall have the power from time to time to issue instructions as to what shall and shall not be allowed as a match expense.
- (b) Net gate receipts shall be divided as follows:
  - (i) In matches prior to the Third Round of the Competition Proper (other than replayed matches in the Competition Proper), the net gate receipts of each match shall be divided equally between the competing Clubs.
  - (ii) In replayed matches in the Competition Proper prior to the Third Round, 5% of the net gate receipts shall be remitted to The Association and the balance shall be divided equally between the competing Clubs.
  - (iii) In matches played in the Third, Fourth, Fifth and Sixth Rounds of the Competition Proper, the net gate receipts of each match shall be divided as follows:
    - 45% to each Club competing in the match.
    - 10% to the Pool.
  - (iv) In replayed matches in the Third, Fourth, Fifth and Sixth Rounds of the Competition Proper the net gate receipts of each match shall be divided as follows:
    - 5% to The Association.
    - 42.5% to each Club.



10% to the Pool.

- (c) "The Pool" shall be a fund held by The Association which shall be divided at the completion of the Competition between the FA Premier League and the Football League for onward distribution to the Clubs in the FA Premier League and the Football League which participated in the Competition. The 5% payment to The Association for replayed matches in the First, Second, Third, Fourth, Fifth and Sixth Rounds of the Competition Proper shall be divided at the completion of the Competition amongst all the Clubs outside the FA Premier League and The Football League playing in the First Round of the Competition Proper.
- (d) In matches played in the Third, Fourth, Fifth and Sixth Rounds of the Competition Proper involving Clubs outside the FA Premier League or The Football League, the net gate receipts of each match shall be divided as follows:
  - 50% to Clubs outside The FA Premier League or The Football League.
  - 40% to FA Premier League or Football League Clubs.
  - 10% to the Pool (save where both Clubs are outside the FA Premier League or the Football League).
- (e) In replayed matches in the Third, Fourth, Fifth and Sixth Rounds of the Competition Proper involving Clubs outside the FA Premier League or The Football League, the net gate receipts of each match shall be divided as follows:
  - 47.5% to Clubs outside The FA Premier League or The Football League.
  - 37.5% to FA Premier League or Football League Clubs.
  - 10% to the Pool (save where both Clubs are outside The FA Premier League or The Football League).
  - 5% to The Association.
- (f) The net gate receipts shall be approximately divided immediately after the match. A full statement of account for the match shall be prepared by the Club playing at its home ground, on the prescribed Statement of Receipts and Payments Form, and payment shall be made in full to the Visiting Club and The Association within 14 days of the match. The Statement of Receipts and Payments Form must be signed by a Director or Football Secretary of the home Club. A Club failing to comply with this clause may be ordered to pay a fine and any other punishment, including non-admission in the future to the Competition, may be imposed as determined by the Professional Game Board.
- (g) Any Club failing to comply with these provisions may at the discretion of the Professional Game Board:
  - (i) be ordered to pay daily interest on the money due calculated at 5% per annum over Barclays Bank Base Rate in force for the time being from the due date to the actual date of payment, and/or;
  - (ii) be removed from the Competition for the current and/or future seasons and any other order as is deemed appropriate until such time as the money has been paid.
- (h) A Club that alleges that it has been financially disadvantaged by another Club failing to meet its financial obligations under the Competition Rules must bring the circumstances to the attention of the Professional Game Board in writing. The Professional Game Board shall consider the circumstances and take any action that it considers appropriate under the Competition Rules.
- (i) When a match is postponed through causes over which neither Club has any control, the expenses shall be paid out of the gate receipts of the match when played.
- (j) In any match ordered to be replayed in consequence of a breach of the Competition Rules, the Club in default shall not receive any share of the gate receipts of any nature of such replayed match (except the approved travelling costs in accordance with Competition Rule 23) without the consent of the Professional Game Board, and such consent shall only be given under special circumstances. If consent is not given, any such share shall be remitted to The Association.

- (k) A Club may at its own expense erect temporary stands and take the proceeds in cases where the opposing Club declines to join in the expenses of the erection. A stand shall be treated as a permanent one if used after the match for which it was erected.
- (l) In cases where the gate receipts are not sufficient to cover the entire expenses of the match, the deficit shall be shared by the two competing Clubs.
- (m) The Home Club must maintain proper accounting systems and documentation (see Competition Rule 26) for the control and recording of match receipts. A clear audit trail must be available from the documentation to the entries recorded on the Statement of Receipts and Payments Form.

## **23. MATCH EXPENSES**

### **(a) *Travelling Expenses***

- (i) In all Rounds, match expenses shall include travelling expenses, actually incurred, which must not exceed £3.00 per coach mile for same day travel and £6.00 per coach mile where an overnight stay is agreed. If private cars are used, then the expenses which can be claimed will be for a maximum of five cars at £0.40 per mile. For ties involving travel to/from the Isle of Wight, boat fares at the cheapest rate are allowed to be claimed.
- (ii) The travelling expenses for the Visiting Club are to be calculated on a direct route from the Club's Headquarters, the total mileage must be agreed between both Clubs prior to the first match and confirmed on the Match Arrangement Form.
- (iii) When travelling by rail, the cost of 25 standard class fares at the cheapest available rate may be claimed.

### **(b) *Hotel Expenses***

- (i) Where agreement concerning hotel accommodation has been reached, Clubs must confirm the agreement in writing on the Match Arrangement Form.
- (ii) Where mutual agreement concerning hotel accommodation cannot be reached, and the Visiting Club considers it necessary or desirable to claim hotel expenses, written application must be made to The Association with a copy to the Home Club at least seven days in advance of the first match. The Professional Game Board shall have the power at its absolute discretion whether or not to grant permission.
- (iii) The grounds for making such an application are that it would be necessary or desirable for the Visiting Club to leave its headquarters before 8.00am on the day of the match, alternatively, not be possible to arrive back at its Headquarters within five hours travelling time of the conclusion of the match. Expenses, which may be claimed, if actually incurred, shall not exceed £100 per person for up to 25 persons.  

The grounds for making an application are that if the travelling time exceeds five hours which includes a stop of not more than 45 minutes then expenses can be allowed with travelling time based on Auto Route details, as determined by the FA Competitions Office.
- (iv) A Club that has been granted hotel expenses by The Association must stay within a 30 mile radius of the ground where the match will be played.
- (v) In a replayed match any such permission must be sought by telephone within 24 hours of the original match.

### **(c) *Gatemen, stewards and turnstile operators***

The gross cost plus employers national insurance in employing gatemen, stewards and turnstile operators for the match may be deducted from match receipts. Where the actual gross and employers national insurance is not known at the date by which the Statement of Receipts and Payments Form must be submitted then a reasonable estimate should be included as a deduction.

Where a club contracts gatemen, stewards and turnstile operators the charge to the club (net of VAT) is to be deducted.

### **(d) *Police charges***

The cost (net of VAT) of policing the match may be deducted. Where the actual cost of policing is not known at the date by which the Statement of Receipts and Payments Form must be submitted then a reasonable estimate should be included as a deduction.

- (e) *Medical*  
The cost of first aid helpers, crowd doctor and ambulance may be deducted as a match expense.

Where a Club does not operate under the provisions of a General Safety Certificate, arrangements for medical provisions for the public, including crowd doctor, first aiders and ambulance, should be made in consultation with the appropriate authority.

#### First Aid Helpers

The contributions for first aid helpers for all ties is as follows:

- (i) Clubs outside London to pay £20.00 per first aider, with a minimum payment of £60.00 per match.
- (ii) Clubs in London to pay £22.00 per first aider, with a minimum payment of £66.00 per match.
- (iii) London Clubs are defined as those within the Metropolitan Police boundary.

Clubs must agree with their local first aid provider the number of helpers required, and payments should be made direct to the local St John's Ambulance Brigade or Red Cross on the number agreed, regardless of the actual attendance. If they provide their own ambulance, then an additional payment must be mutually agreed between the Clubs for inclusion as a match expense.

- (f) *Water and snow clearing*  
Any additional cost incurred by a club in attempting to clear snow or water from the pitch and stadium so that a match may proceed may be deducted as a match expense. Additional costs are those incurred directly as a consequence of adverse weather conditions. Additional costs include the operating costs (excluding depreciation and repair costs) of under pitch heating (to a maximum of £200), hire of equipment (eg hot air blowers, pitch covers) and the cost of additional ground staff (gross and employers national insurance). Where actual costs are not known at the date of completion of the Statement of Receipts and Payments Form a reasonable estimate should be made. All estimates should be supported by independent verification. The Visiting Club must be notified and agree to the approximate cost before being incurred. All disputes to be decided by the Professional Game Board.

Where the additional costs have been incurred and the match is postponed because of adverse weather, the additional costs incurred may be deducted from the receipts of the rearranged fixture with the prior agreement of the Visiting Club. All disputes to be decided by the Professional Game Board.

- (g) *Floodlighting*  
The cost for floodlighting must not exceed £100, and this cost may be charged as match expenses, if incurred.

## **24. DUAL INTERESTS AND ASSOCIATION**

- (a) Save with the prior written consent of the Professional Game Board, no Club may participate in the Competition at any stage where that Club is interested in another Club which is participating in the Competition or wishing to participate in the Competition (the "Second Club"). The Second Club shall similarly not be permitted to participate in the Competition at any stage.
- (b) Save with the prior written consent of the Professional Game Board, no Club may participate in the Competition at any time where a person, or any associate of that person, is interested in such Club and a Second Club participating or wishing to participate in the Competition. The Second Club shall similarly not be permitted to participate in the Competition at any stage.
- (c) For the purposes of this clause, a Club or person, or associate of that person, shall be deemed to be interested in a Club if that Club, person or associate:

- (i) holds or deals in (or has made any application to hold or deal in or underwrite any issue of) the securities or shares of that Club; or
  - (ii) is a member of that Club; or
  - (iii) is involved in any capacity whatsoever in the management or administration of that Club; or
  - (iv) has any power whatsoever to influence the financial, commercial or business affairs or the management or administration of that Club; or
  - (v) has lent money to or guaranteed the debts or obligations of that Club, otherwise than in the ordinary course of banking at arms length.
- (d) The holding or acquisition by any person (but not a Club) of not more than 10% of the issued share capital of any Club may be disregarded for the purposes of this clause provided that those shares are, in the opinion of the Professional Game Board, held purely for investment purposes only.
- (e) For the purposes of this clause, an associate of a person shall be deemed to be:
- (i) anyone of a close relationship with that person who, in the opinion of the Professional Game Board, is or is likely to be acting with that person; or
  - (ii) any company of which that person is a director or over which that person is able to exercise control or influence; or
  - (iii) any person who is an employee or partner of that person or is in close relationship with any such employee or partner; or
  - (iv) if that person or any associate of that person is a company, then any holding company or subsidiary of that company or a subsidiary of its holding company, or any director or employee of the company or any such holding company or subsidiary or person in a close relationship with any such director or employee; or
  - (v) if that person has an agreement or arrangement (whether legally binding or not) with any other person in relation to the exercise of their voting power in a Club or in relation to the holding or disposal of their interests in a Club, then that other person.
- (f) Any act or thing prohibited in the above sections of this clause in relation to a Club or a person if done by such Club or person itself is likewise prohibited through agents, trusts, trustees, nominees, or other third parties.

## 25. PRIZE FUND

- (a) Prize fund payments shall be paid to the winner of each Round up to the Sixth Round Proper within seven working days of the completion of each Round. The sum paid shall be determined by the Board from time to time.
- (b) A prize fund payment shall be made to the Winner and Runner-Up of the Competition of a sum determined by the Board from time to time. Payment should be seven working days after receipts of the funds from competing Clubs. The Clubs must provide the funds they have collected to The Association within seven working dates of the date of the event.
- (c) Clubs will be notified by The Association of payments due to them for television and radio coverage of ties, and payment will be made.
- (d) A Club shall not be entitled to prize money, broadcasting fees or pool payments if:
  - (i) **that Club** has not met all of its financial obligations to an opposing Club in accordance with these Rules;
  - (ii) **that Club or its Parent Undertaking** is subject to an Insolvency Event, as defined in Rule 5(f) on the due date of payment.

The Professional Game Board may at its discretion make a payment on account to such a Club on receipt of a written request from a Club.

- (e) Where a Club defaults in making a payment to an opposing Club as required under these Rules then the Professional Game Board may deduct or withhold any such amount from payments (be they prize money, broadcasting fees or pool payments) due to the defaulting Club.
- (f) In the event that a club is found to have breached the Competition Rules the Professional Game Board may, in accordance with Rule 1(d), order the repayment of any Prize Fund won by such Club for Rounds of the Competition in relation to which it is determined that the Club was in breach and the Professional Game Board may (in its absolute discretion) award the recovered Prize Fund to the Club(s) that were defeated in such earlier Rounds.
- (g) Where a club (the defaulting club) defaults in making any payment due to The Association and any holding company of The Association and any subsidiary company of that holding company, then The Association shall be empowered to deduct the amount of any such payment from any distribution from payment (be that prize money or broadcasting fees) due to the defaulting club.

## **26. DOCUMENTATION**

- (a) For each match hosted in the competition it is the responsibility of the Football Secretary of the home Club to retain the following documentation (the "documentation"):
  - (i) a copy of the signed Statement of Receipts and Payments Form.
  - (ii) a printout of the sales of advanced tickets from a computerized ticketing system (if operated).
  - (iii) a reconciliation of receipts for each cash turnstile (ie number admitted at the appropriate price = actual receipts). The reconciliation to be prepared by the turnstile operator and verified by a senior steward/officer of the Club.
  - (iv) a copy of the reconciliation of tickets sold by the away Club.
  - (v) a schedule of amounts banked for the match in respect of tickets sales and cash admissions.
  - (vi) a comparison of the numbers entering the ground via cash or ticket turnstiles to the numbers admitted according to the computerised safety records (if installed).
  - (vii) A copy of the computerised safety records at the end of the game showing the numbers admitted by each turnstile if installed.
  - (viii) a schedule of the numbers admitted to parts of the stadium that do not pass through a turnstile (eg lounges and executive boxes).
  - (ix) a list of complimentary tickets issued.
  - (x) copies of supporting documentation (eg invoices, wage payments to gatemen etc) for payments recorded as a deduction on the Statement of Receipts and Payments Form.
- (b) Clubs that operate an electronic access system (eg swipe cards) or a pass system to gain access to the ground rather than a ticketing system, must retain records that confirm the number of people that gained access at each entry point to the stadium.
- (c) The Football Club Secretary is responsible for maintaining the file of the documentation for each season. The documentation for each match should be available for The Association and visiting Club to review on request as set out at Competition Rules 25(d) and 25(e). The documentation should be retained for the period required by H.M. Customs and Excise. Clubs should seek the advice of The Association in connection with the period for which the documentation should be retained.

## **27. PROVISIONS FOR THE SEMI-FINALS**

- (a) The Association shall fix the ground for all Semi-Finals, and shall have direct control of the arrangements.

- (b) In the Semi-Finals, 5.5% of the net gate receipts of each match shall be remitted to The Association and allocated for distribution to Affiliated Associations as determined by The Association. The remainder of the net gate receipts shall be divided in accordance with the Clauses below.
- (c) The venue staging a Semi-Final shall be entitled to a payment agreed by The Association.
- (d) In the Semi-Finals the remainder of the net gate receipts (less any payments to the staging venue) of both matches shall be combined and divided as follows:  
32.5% to The Association.  
58.5% to be divided equally between the four Clubs.  
9% to the Pool.
- (e) When a match is drawn after 90 minutes, an extra 30 minutes shall be played, and 15 minutes shall be played in each half.
- (f) When a match is drawn after extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.
- (g) Where a Club sells tickets for the Semi Final it does so on behalf of The Association and in accordance with any instructions where issued by The Association. A Club must settle all amounts due to The Association arising from the sale of tickets within seven days of the match.

## 28. PROVISIONS FOR THE FINAL

- (a) The Association shall fix the ground for the Final and shall have direct control of the arrangements.
- (b) In the Final, 5.5% of the net gate receipts of the match shall be remitted to The Association and allocated for distribution to Affiliated Associations as determined by The Association. The remainder of the net gate receipts shall be divided in accordance with the Clauses below.
- (c) The venue staging a Final shall be entitled to a payment agreed by The Professional Game Board.
- (d) In the Final, the remainder of the net gate receipts (less any payment to the staging venue) shall be divided as follows:  
90% to The Association  
10% to the Pool.
- (e) When the match is drawn after 90 minutes, an extra 30 minutes shall be played and 15 minutes shall be played in each half.
- (f) When the match is drawn after extra time, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board.
- (g) Where a Club sells tickets for the Final it does so on behalf of The Association and in accordance with any instructions issued by The Association. A Club must settle all amounts due to The Association arising from the sale of tickets within seven days of the match.

## 29. THE FA CUP / FINALIST MEDALS

- (a) The FA Cup is the property of The Association. When the winning Club has been ascertained, The Association shall **loan** the Cup to such Club, which shall be responsible for its return to The Association on or before the first day in March in the ensuing year in good order and condition. **The Association reserves the right to request the return of the Cup at any time by giving seven days notice.** Should the Cup be lost, destroyed or damaged by fire or any other cause whilst under the care or custody of the Club the Club shall refund to The Association the amount of its current insured value or the cost of thorough repair in addition to any other penalty which the Professional Game Board may impose.

- (b) In addition to the FA Cup, The Association shall present 30 medals to playing staff and officials of both Clubs in the Final.

### **30. PROVISIONS CONCERNING PROTESTS**

- (a) All issues relating to the interpretation of the Competition Rules, shall be referred to the Professional Game Board, whose decision shall, subject to Rule 31, be final and binding. The Professional Game Board shall consider any such matter in such manner and following such procedures as it considers appropriate. The Professional Game Board shall not be bound by any enactment or Rule of Law relating to the admissibility of evidence in proceeding before a Court of Law.
- (b) Where a Club wishes to protest that there has been a breach of the Competition Rules, such protest must be made in writing and must contain the particulars of the grounds upon which it is made. The protest must be received by The Association, accompanied by a fee of £100, within two days of the match to which it relates (Sundays not included). The fee may be forfeited to The Association in the event of the protest not being sustained.
- (c) The Professional Game Board may make such orders as it considers appropriate in relation to any issue or protest referred to it. The Professional Game Board may make such orders as it considers appropriate as to the costs incurred by the parties or The Association.
- (d) Any protest relating to the ground, goal posts or bars or other appurtenances of the game shall not be considered by the Professional Game Board unless an objection has been lodged with the Referee and the Home Club at least one hour before the official time of the kick-off. The Referee shall require the Home Club to correct the cause of the objection, if this is possible without unduly delaying the progress of the match.
- (e) Where an objection has been lodged with the Referee and Home Club as above, a protest must be made to The Association and neither objection nor protest may be withdrawn, except by leave of the Professional Game Board.
- (f) The Association shall send a copy of any protest to the Club protested against, which shall lodge a defence to the protest with particulars of the defence within two days of receipt of the protest.
- (g) Members of the Professional Game Board directly connected with a Club concerned in a protest shall not have any involvement in the consideration of the matter.
- (h) A Club, or player or any person connected with the management of the Club may be summoned to attend at a hearing of a protest. A Club may be represented by one or more persons. A Barrister or Solicitor may represent a Club only with the prior written consent of the Professional Game Board. Any person summoned to attend a hearing of a protest must attend personally and shall not be legally represented except with the prior written consent of the Professional Game Board.

### **31. PROVISIONS CONCERNING APPEALS**

- (a) A Club that is expelled from the Competition may appeal against that decision to an appeal board comprising of 3 members of Council selected by the Chairman of Council or his nominee. Any such appeal shall only be permitted on one or more of the following grounds:
  - (i) The Professional Game Board or a Committee appointed by the Professional Game Board misinterpreted/failed to comply with the procedures relevant to the hearing of the charge.
  - (ii) The Professional Game Board or a Committee appointed by the Professional Game Board came to a decision on the facts of the case which no reasonable body could have reached; or
  - (iii) The Professional Game Board or a Committee appointed by the Professional Game Board imposed a sanction that is excessive.
- (b) Any appeal must be made in accordance with such procedures as may be determined by The Association from time to time.
- (c) For the avoidance of doubt, a Club may not appeal against any penalty imposed on it other than expulsion from the Competition.

**32. NOTICES**

All notices required to be given to The Association by any of these Competition Rules shall be addressed to the Competitions Manager, at the offices of The Association.