

# **SOUTHERN COUNTIES EAST FOOTBALL LEAGUE LIMITED**

## **STANDARISED RULES**

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### Southern Counties East Football League 2020-2021

Due to the impact of COVID-19, a number of provisions were temporarily amended or disapplied for the 2019/2020 season. It is intended that any temporarily amended or disapplied provisions will be reinstated for the commencement of the 2020/2021 season, save where any further amendments have been approved by FA Council. A number of existing provisions have also been amended. The Standardised Rules approved by FA Council on 23 July 2020 shall be for the mandatory use of all sanctioned Competitions at Steps 1-6 inclusive of the National League System for the 2020/2021 season.

These Rules have been compiled by The Football Association for the mandatory use of all sanctioned Competitions at Steps 1 to 6 inclusive of the National League System.

It should be noted that where the Rules have been printed in [ ] they are optional and where a gap has been left the appropriate word, figure or amount needs to be inserted.

Whilst additions may be allowed to the Standardised Rules these must first be approved by The Football Association.

## 1. DEFINITIONS

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### 1.1 In these Rules:

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

“AGM” shall mean the annual general meeting held in accordance with the Articles of the Competition.

“Appointing Authority” means [The FA] [the Competition].

“Articles” means the Articles of Association of the Company and reference to a number of following the word “Article” is a reference to an Article so numbered in the “Articles”.

“Board” means the Board of Directors of the Company appointed in accordance with the Articles or, in the case of a Competition which is an unincorporated association, the management committee elected to manage the running of the Competition.

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

“Bond” means a sum of money deposited with the Competition as part of the requirements of membership of the Competition.

“Club” means a Club for the time being in membership of the Company (including a Club which has had a transfer of membership approved under Rule 2.9 below).

“Commercial Agreements” means all or any Agreement or Agreements with any third party including but not limited to broadcasting, media, sponsorship, marketing, merchandising, licensing and advertising, for the general promotion of each or any of the Clubs in the Competition and the Company, and which have the object of promoting the welfare and general commercial interest and increasing the financial resources of each of the Clubs, the Company and the Competition.

“Company” means The Southern Counties East Football League Limited, company registration number 12037552 which administers the Competition and shall, where the Competition is an unincorporated entity, include that entity.

[“Company Secretary” means the person appointed by the Board and registered at Companies House as the Company Secretary of the Company].

“Competition” means the [Southern Counties East Football League.

“Competition Match” means any match played or to be played under the jurisdiction of the Company.

“Competition Office” means the registered Offices or addresses where League business is transacted.

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

“Contract Player” means any Player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

“Control” means the power of a natural person, legal entity or any other body to exercise, or to be able to exercise or acquire, direct or indirect control over the policies, affairs and/or management of a Club, whether that power is constituted by rights or contracts (either separately or in combination) and having regard to the considerations of fact or law involved, and, without prejudice to the generality of the foregoing, Control shall be deemed to include:

- a. the power (whether directly or indirectly and by any means including without limitation by way of those that in the opinion of the Board are acting in concert) to appoint and/or remove all or such of the members of the board of directors of the Club as are able to cast a majority of the votes capable of being cast by the members of that board; and/or
- b. the holding and/or possession of the beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares (or other equity securities) in the Club (whether directly, indirectly (by means of holding such interests in one or more other persons) or by contract including without limitation those that in the opinion of the Board are acting in concert) which confer in aggregate on the holder(s) thereof 30 per cent or more of the total voting rights exercisable at general meetings of the Club;

For the purposes of the above, any rights or powers of a nominee or of an associate (as defined in the Rules of The FA Challenge Cup) of a person shall be attributed to that person.

“Criteria Document” means the document entitled “National Ground Grading Document” issued by The FA 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) or a Scheme of Arrangement (under the Companies Act 1985 or Companies Act 2006).

“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, as more fully defined in Appendix H.

“Embargoed Club” means any Club subject to an Embargo.

“Fees Tariff” means a list of fees approved by the Company at a general meeting to be levied by the Company for any matters for which fees are payable under the Rules.

“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.

“Fines Tariff” means a list of fines approved by the Company at a general meeting to be levied by the Company for any breach of the Rules.

“Football Creditor” means any one of the following:

- The Football Association Limited.
- Any Club affiliated with an Affiliated Association.
- Any League sanctioned by The Association or an Affiliated Association.
- 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.
- The Professional Footballers’ Association Limited.
- The Football Foundation.
- Any Affiliated Association.
- Any pension scheme or plan administered by or on behalf of the Competition.

“Football Turf (3G) Pitch (FTP)” 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 the relevant FIFA Performance requirement (FIFA Two and One Star or Pro and Quality) and which otherwise conforms to the requirements of the Laws of the Game.

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

“Ground” means the ground on which the Club’s first team plays its Competition fixtures.

“Insolvency Event” means any one of the following:

- a. entering 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
- 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 1986 Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the 1986 Act (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 1986 Act); or
- c. 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
- d. shareholders passing a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
- e. a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
- f. 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

- 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; or
- 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. have any proceeding or step taken or any court order in any jurisdiction made which has a substantially similar effect to any of the foregoing.

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

“Intermediary Activity” means acting in any way and at any time, either directly or indirectly, for or on behalf of a Player or a Club in relation to any matter relating to a Transaction. This includes, but is not limited to, entering into a Representation Contract with a Player or a Club. For the avoidance of doubt, a Club Official is not acting as an Intermediary when he carries out any Intermediary Activity in relation to any matter relating to a Transaction for or on behalf of that Club. Similarly, a Lawyer is not acting as an Intermediary when he solely and exclusively undertakes or provides Permitted Legal Advice in relation to any matter relating to a Transaction.

“Long Term Loan” means a loan transfer in excess of 93 days of a Player who is a qualifying Player within the terms of the Rules.

“Match Officials” means the referee, the assistant referees and any fourth official appointed to a Competition Match.

“Membership Year” means the period in each calendar year from the holding of one annual general meeting of the Company to the holding of the next annual general meeting.

“National League System” means the system of competitions controlled by the FA where promotion and relegation links exist between participating Leagues.

“Non Contract Player” means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

“Officer” means an individual who is required to make an Owners’ and Directors’ Declaration by The FA.

“Owners’ and Directors’ Declaration” means a declaration to The FA required from an Officer from time to time.

“Paid in Full” shall mean when a Club has either:

- paid (in cleared funds) to the supervisor of its CVA or its administrator, sufficient funds to pay all its creditors in full (100p in the £) 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
- paid (in cleared funds) sufficient to settle in full (100p in the £) any debts owed to creditors outside a CVA.

" Participant" shall be as defined in the Rules of The

FA “Pitch” means a Grass Pitch or Football Turf

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.

“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. For Clubs participating in play off matches this does include the period when play off matches are played.

“Play Off Position” means the position of a Club in the table at the end of each Playing Season which is provided for in Rule 12 as qualifying the Club to take part in a play off match to qualify for promotion to the next step of football for the next Playing Season.

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

“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 Company Voluntary Arrangement (‘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.

“Scholar” means a player aged sixteen or over who has signed a Scholarship with a Premier League or Football League Club or licensed National League Club, and who has completed a registration form for Scholars in accordance with FA Rules and Regulations.

“Scholarship” means a Scholarship as set out in Rule C3.1.1 of the Rules of The FA.

“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:

- (i) A solicitor’s undertaking for the full amount outstanding;
- (ii) A bank guarantee is held for the full amount outstanding;

In each case to be paid and satisfied in full by no later than the AGM at the end of the Playing Season in which the transfer took place.

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

“Short Term Loan” means a loan transfer for a period of no fewer than 28 days in any one season.

“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 the 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 of any class of Shares of the 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”.

“SSAP” means a sporting sanctions appeal panel to be appointed to determine an appeal against a deduction of points under Rule 13.

“Team Sheet” means a form provided by the Competition referred to in Rule 8.20.

“The FA” means The Football Association Limited.

“Transaction” means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is to create, terminate or vary the terms of a player’s contract of employment with a Club, to facilitate or effect the registration of a player with a Club, or the transfer of the registration of a player from a club to a Club (whether on a temporary or permanent basis). A completed Transaction is one that has so achieved the creation, termination or variation of the terms of the player’s contract of employment with a Club, the registration

of the player with a Club or the transfer of the registration from a club to a Club.

“WGS” means the Whole Game System and the procedures for the operation thereof as determined by The FA from time to time.

“Work Experience Player” means a Player whose registration is held by a competition other than the Competition and is registered under a Scholarship. The Club taking the Player on work experience will register the Player Non Contract with a league in which they take part to fulfil the football element of the Scholarship, not the educational part.

“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.

“Youth Loan” means a loan transfer for a period of no fewer than 28 days of a Player who is a qualifying Player within the terms of the Rules.

1.2 The Rules are taken from the Standardised Rules determined by The FA from time to time. In the event of any omissions from the Standardised Rules then the requirements of the Standardised Rules shall be deemed to apply to the Competition.

1.3 Words or expressions used in these Rules shall, if not inconsistent with the subject or context, bear the same meanings as in the Articles.

1.4 All Clubs shall adhere to the Rules. Every Club shall be deemed, as a member of the Company 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 16.

1.5 The Competition will be known as [“Southern Counties East Football League”] (or such other name as the Company may adopt). The Clubs participating in the Competition must be members of the Company [in accordance with the Articles]. A Club which ceases to exist or which ceases to be entitled to play in the Competition for any reason whatsoever shall thereupon automatically cease to be a member of the Company.

1.6 The administration of the Competition under these Rules will be carried out by the Company acting (save where otherwise specifically mentioned herein) through the Board in accordance with the Rules Regulations and Practices of The FA.

1.7 The Company shall be part of the National League System established by The FA and shall sign such documents as are required from time to time to confirm such membership[s].

## **2. MEMBERSHIP REQUIREMENTS**

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2.1 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 season unless with 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.

Dimensions of the field of play for all Competition matches shall be:-

Length - Maximum 120 yards (110 metres) – Minimum 110 yards (100 metres)

Width - Maximum 80 yards (75 metres) – Minimum 70 yards (64 metres)

No Club shall move to another Ground without first obtaining written consent of the Board; such consent not to be withheld unreasonably. In consideration 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:-

- would be consistent with the objectives of the Competition as set out in the Memorandum of Association;

- 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;
- would not adversely affect such Club's Officials, Players, supporters, shareholders, sponsors and others having an interest in its activities;
- would not have an adverse effect on visiting Clubs;
- would not adversely affect Clubs having their registered Grounds in the immediate vicinity of the proposed location, and
- would enhance the reputation of the Competition and promote the game of association football generally.

The Club must disclose, as soon as practicable, plans and details of any proposed move to a new stadium. The location of the proposed new stadium must meet with the approval of the Board.

Without prejudice to the provisions of Rule 4.12 a Club shall forthwith notify the Competition 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.

2.2 All Clubs shall have Grounds and headquarters situated in England, the Channel Islands, Isle of Man if applicable or Wales and the Competition Secretary shall send their names and particulars to The FA annually by the date appointed by, and in the format required by, The FA. Clubs playing in England shall be duly affiliated at all times to a recognised County Football Association. Welsh Clubs shall be affiliated to The FA of Wales. Each Club shall notify the Competition Secretary of its affiliation number each year as soon as practicable after it has received same. Each Club shall return to the Competition Secretary a fully completed questionnaire relating to Form "D" required by The FA by the date given in the circular letter accompanying the questionnaire issued by the Competition Secretary.

2.3.1 A Club's Ground may be shared with another Club or any other club (including a club engaged in another sport) providing, where sharing with a football club the Club or club playing in the most senior competition has priority of fixtures at all times and, where sharing with a club engaged in another sport, the Club has priority of fixtures [unless agreed otherwise by the Competition at its sole discretion, applicable only to that Competition, and valid only for one season at a time but open to annual renewal]. A Club will not be permitted to ground share to gain promotion or to avoid relegation. Ground sharing may not be permitted 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. Any Club wishing to share a Ground or intending to move to a new Ground must obtain the written consent of the Board. Any Ground sharing for a period exceeding thirteen (13) weeks must be in writing and a written agreement must first be approved by the Board before being entered into and (except in an emergency) must be completed by 31 March in any year to be effective for the following Playing Season. A copy of the completed signed and dated agreement must be received by the Competition within fourteen days of the approval being sent to the Club.

2.3.2 The Club as at 31 March in any year shall either:

- (i) Own the freehold of the Ground, or
- (ii) Have a lease for the Ground that extends uninterrupted for a minimum of



the next Playing Season, or

(iii) Possess an agreement for the use of the Ground that is acceptable to The Football Association following consultation with the relevant Competition.

In each case the Club must provide to the Competition of which it is a member and to The Football Association:

If the Ground is freehold either currently dated Official Copies of the freehold title at the Land Registry in the name of the entity in membership of the Competition or, if unregistered, a Certificate of Title from the Club's solicitor showing that the Ground is owned by the entity in membership of the Competition, or

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.

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 Football Association, following consultation with the relevant Competition, that the agreement is acceptable.

The Club must disclose 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. In all cases The Football Association and the Competition of which it is a member have the right to call for further information.

2.3.3 A Club's Ground must comply with the Criteria Document for the step in the National League System at which the Club is playing. Each Club that is required to hold a safety certificate issued in accordance with safety legislation must lodge a current copy with the Competition. If a Club's ground is subject to any reduction in capacity by a public authority it must immediately inform the Competition.

2.4 No club which is a "nursery" club [or a reserve side] of a football club shall be eligible for membership of the Company.

A club shall be deemed to be a "nursery" club if it is under obligation, written or otherwise, to a football club by reason of which it has not the sole and entire control of its own management, finance and Players.

2.5 Clubs seeking membership or applying to retain membership of the Company must comply with the requirements provided for in the Criteria Document for the step at which the Club is playing. Only clubs which meet these criteria in full will be eligible for membership. All Clubs visited by representatives of the Competition in pursuance of the document will pay a non- returnable fee. In the absence of a procedure for application for membership being established by The FA, the Board shall establish such procedure.

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.

2.6 The Competition and the FA shall determine a time scale whereby all Clubs in membership must attain the grade provided for in the Criteria Document. The grade applicable for each Club for the commencement of a Playing Season shall be that existing at the previous 31<sup>st</sup> July ( or by a later date which was agreed at the sole discretion of The FA's Alliance League Committee (Steps 1 to 4) or Leagues Committee (Steps 5 & 6) such grading to be ascertained by an inspection carried out on or before 31<sup>st</sup> March or as soon as practicable thereafter. Any Club not maintaining the grade set for the Competition may be

relegated at the end of the Playing Season to a step determined by The FA.

[Any delay in inspection shall in no way release a Club from its obligation to have its ground ready for inspection. If for any reason a Club's existing ground, or any new ground in which it proposes to play its home matches in the season following inspection, is not available for grading by 31<sup>st</sup> March prior to commencement of the relevant season then the Club must, by the 31<sup>st</sup> March, submit to the Board in writing its proposals for a venue for its home matches in the following season ("alternative proposal"), such alternative proposal to be considered (and if appropriate) approved at the next Board Meeting after 31<sup>st</sup> March. The alternative proposal must, inter alia, contain documentary evidence in support of any ground sharing arrangements and evidence that the proposed ground is demonstrably suitable at a level which the relevant club will be competing. 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 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 all 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 then any approval of the alternative proposal will be subject to the issue of a satisfactory grading certificate. In the event of a Club not having received a grading certificate by 31<sup>st</sup> March and not having had its alternative proposal approved at the relevant Board Meeting, it shall be relegated forthwith at the end of the playing season to a level determined by The Football Association.]

2.7 Any Club which is incorporated must be incorporated in England and Wales. Any Club wishing to incorporate shall notify The FA, its Affiliated Association and the Company Secretary before it makes any resolutions in this regard. 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 [League] [Company] Secretary a copy of the Owners' and Directors' Declaration within 5 days of sending the same to The FA.

2.8 In the event that any Club which is an unincorporated association incorporates itself it shall notify the Company/League Secretary in writing within 14 days of the passing of the resolution to take this action and shall with such notice provide the [Company] [League] Secretary with a copy of the Memorandum and Articles of Association of the company. Any amendments to the Memorandum and Articles of Association of a Club must be notified to the Competition Secretary in writing within 14 days of the passing of the resolution with a copy of the change(s).

### Transfer of Membership Transfer as a going concern

2.9.1 In the event that any Club which resolves to transfer its membership of the Competition from one legal entity to a different legal entity, other than in the circumstances shown at 2.9.2 below, the Board will use the following minimum criteria in deciding whether to approve that transfer:

- a. The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity.
- b. All Football Creditors in the Club must be paid in full or transferred in full (with each creditor's consent) to the new entity, and evidenced as such.
- c. All other creditors in the Club must be paid in full or Secured or transferred in full (with each creditor's consent) to the new entity and evidenced as such.
- d. The proposed new entity has provided financial forecasts to 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.
- e. The FA must have given approval for the

transfer to take place.

### **Transfer from Insolvency**

2.9.2 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 Board will use the following minimum criteria in deciding whether or not to approve that transfer:

- a. 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;
- b. All Football Creditors in the Club must be Paid in Full and evidenced as such;
- c. 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;
- d. The FA must have given approval for the transfer to take place; and
- e. All other creditors in the Club must be satisfied and evidenced as such (This provision to be read in conjunction with 2.9.3 below.)

In the event that requirement (a) and/or (e) 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.

2.9.3 Nothing in Rule 2.9.2 above shall limit in any way the application of Rule 13B of these Rules.

2.10 The Competition shall allow for up to [40] member Clubs. There will be [2 divisions of [21 & 20 Clubs in each division where possible. The divisions will be called Premier & 1<sup>st</sup> Division. The Clubs competing in each division each season will be confirmed by the Annual General Meeting of the Company each year. A Club entered into membership at the Annual General Meeting shall be subject to the application of the Rules until the date of the following Annual General Meeting. It shall be allowed for these numbers to be increased to accommodate any anomaly in the National League System.

2.11 Any Club or Club representative found guilty of serious irregularities regarding Players Contract payments under The FA Rules may be expelled from the Company in accordance with [the Articles or] these Rules and, in addition, may be fined such sum as the Board shall determine.

2.12 The Company will hold a membership register of the full name of the company/unincorporated entity constituting each Club. If the Club is an incorporated entity, it must provide the Company with its company name and registration number. If the Club is an unincorporated entity, it must provide the Company with the name of an individual in whose name the membership of the Company will be vested. A Club must notify the Company of all proposed changes to the information held by the League in the membership register in respect of the Club including any proposed change of company name or the name of an individual in whose name the membership of the Company is vested. [Clubs are required to submit a fully completed membership form prior to the Annual General Meeting each Season.]

The Company will provide a copy of its membership register to The FA annually.

Ownership and Change of Control

2.13 Each Club shall publish its legal name, form (e.g. unincorporated association, company limited by shares or guarantee etc) and any identifier (e.g. company number). In addition for those Clubs that are owned, then the Club 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 within the Club's official matchday programme.

2.14 In the event that an Insolvency Event occurs in relation to any Club, that Club must inform and keep informed the [League] [Company] Secretary and The FA immediately.

The Board shall have the power to suspend a Club on notification of it having entered an Insolvency Event.

At the discretion of the Board, 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.

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 Company.

2.15 An Officer must submit an Owners' and Directors' Declaration to The FA in accordance with the Reporting Requirements set out in The FA's Owners' and Directors' Regulations that apply from time to time. The Club must provide a copy of any such Owners' and Directors' Declaration to the Competition at the time it is submitted to The FA.

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 Rules of The FA.

In the event that an individual/entity is found to have either:

- Completed false or misleading statements on their Owners' and Directors' Declaration;
- acted as an Officer when in breach of the requirements of the Owners' and Directors' Declaration;
- 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.

In the event that the Competition receive 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 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.

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 no longer applies. Upon receipt of this written notification from The FA, the Competition may remove the suspension of the Club's Competition membership.

Where a Club is suspended and that causes a match in the Competition not to be played, the Board shall determine how the outcome of that match shall be treated.

2.16 Within fourteen 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.

2.17 If during the course of a season the Board decide 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 at once that it may be excluded from membership of the Competition at the end of that playing season. Such a Club shall have the right to appeal to The FA within 14 days of the date of notification of the Board's decision.

2.18 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 League as may be necessary for the proper conduct of the business of the League. 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.

2.19 Any Club failing to be represented throughout an Annual General Meeting or any other General Meeting called in accordance with the [Rules] [Articles] without satisfactory reason being given shall be fined in accordance with the Fines Tariff. [Whenever required to do so all Clubs shall ensure their Manager, or an Assistant Manager, attend in person any Meeting of Clubs called 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 Fines Tariff.]

2.20 The Competition and each Club must be committed to promoting inclusivity and to eliminating all forms of discrimination.

2.21 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).

2.22 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.

2.23 Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate sanctioning Association for investigation.

2.24 Each Club shall comply with the provisions of Appendix [ ] – the 'Licencing System', as approved by the FA Council from time to time.

### **3. MEMBERSHIP–ANNUALSUBSCRIPTION**

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3.1 Any Club allocated for membership of the Company shall submit to the Company a fully completed Membership application form and the application fee [and non-refundable ground inspection fee]

3.2 Clubs which have qualified for membership of the Company must confirm their acceptance of membership on the appropriate Competition form to be received by the Company at least 14 days prior to the next Annual General Meeting of the Company accompanied where appropriate by the membership fee.

The annual subscription shall be paid by each Club to the Company no later than [7 days before the Annual General Meeting of the Company in each year].

### **4. POWEROFTHEBOARD**

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4.1 The Board shall have power to deal with all matters of management of the Competition covered by the Rules. The Board shall conduct the business of the Competition and shall meet as often as is necessary for this purpose.

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. The Board 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 Football Association or affiliated Association.

4.2 Save where specifically provided otherwise in these Rules, the Board shall have power to apply, act upon and enforce these Rules and shall have jurisdiction over all matters affecting the Company or the Competition including any not provided for in these Rules. 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 4.6, save where any such Directive is inconsistent with a Rule or Regulation of The FA, in which event the Directive will not create a binding obligation on Clubs.

4.3 All decisions of the Board shall be binding, subject to a right of appeal to The FA pursuant to Rule 16. Decisions of the Board must be notified, in writing, to all concerned within fourteen days of the making of such decision.

Upon becoming aware of any breaches of these Rules the Board shall write to the entity suspected of a breach formally charging the party giving at least 7 days' notice of the time, date and venue of the meeting at which the charge shall be considered.

The party charged will respond in writing to the Board within 7 days stating whether or not the charge is admitted and in default the Competition 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 a personal hearing. The party charged also has the right to waive the 7 day requirement and allow the charge to be considered in less than 7 days after the party has been charged.

If the party charged disputes the charge or wishes to have a personal hearing to present a plea in mitigation then it shall submit its case in writing to be received by the League Secretary at least 7 days prior to the date of the meeting set to consider the charge and in default the Board will be at liberty to proceed to hear the charge without the benefit of written submissions from the party charged.

4.4 Where the Rules provide for the imposition of a financial penalty under the Fines Tariff then the Notice of Charge given by the Board under Rule 4.3 above shall refer to the penalty provided for in the Fines Tariff.

If the Rule provides that the penalty for such a breach is in the discretion of the Board then the notice shall also state as such. If the penalty set by Rules is not a financial penalty then such penalty must still be referred to in the Notice of Charge.

All breaches of the Laws of the Game Rules and Regulations of the Football Association shall be dealt with in accordance with FA Rules by the appropriate Association prior to any action by the Competition in accordance with FA Regulations.

4.5 All fines and charges imposed by the Board shall be received by the Company within twenty-eight 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 Board may impose.

4.6 If a Club fails to comply with a Board Directive within fourteen days of notification of such order or instruction, or within fourteen 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 Company until the expiry of 7 days from the day the order or instruction is complied with.

- 4.7 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].
- 4.8 A Club must at all times attend satisfactorily to the business of the Competition and/or the correspondence of the Competition or Company.
- 4.9 If a Club is asked to submit a report in relation to any alleged violation of these Rules it may have a personal hearing, providing it notifies its intention of such within fourteen days of the date of notification from the Company, or the case will be dealt with in its absence.
- 4.10 The Board shall have the power to arrange representative matches at their discretion.
- 4.11 A match may be played each season [year] between two clubs nominated by the Board. All matters concerning the match will be decided by the Board.
- 4.12 In the event of any issue concerning the membership of any Club with the Competition the Board may require a Bond to be paid by or on behalf of the Club on such terms and for such period as it may in its entire discretion think fit.

## **5. INTERESTS IN MORE THAN ONE CLUB**

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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.

## **6. REGISTRATION OF PLAYERS**

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### 6.1 A Qualifying Player Registration

The Football Association’s rules will apply in respect of all matters concerning players.

#### 6.1.1 A Player is one who has:

(i) signed a registration form supplied by the Competition (such signature to be witnessed by a second person) and where:-

- the form has been completed and signed by an Officer of the Club;
- has been approved and registered by the Competition; and
- a registration number has been allotted; or

(ii) registered through WGS.

A Player will only be eligible to play in a match organised by the Competition if his registration form; transfer form, or loan transfer form, has been received by the Company, or the necessary information has been submitted via WGS, not less than four hours before the scheduled kick-off of the match in which the player is required to play and found to be in order, and so registered. It is the responsibility of all Clubs to ensure any player signing a registration form, or registering via WGS, has, where necessary, the required International Clearance Certificate and in the case of Contract Players, including those on loan, must have approval from The Football Association.

Clubs are also responsible for all players being correctly registered before fielding any player. Failure to do so constitutes misconduct and the Club will be charged with fielding an ineligible player.

Where a Club opts to register a Player via WGS, the Club must access WGS in order to

complete the registration process.

Registration forms will be made available to Clubs by the Competition and charged in accordance with the fees tariff. The status of a player must be clearly stated on the registration form. The registration form must be received at the Competition office within five days of having been signed by the Player.

The registration of a Player will be valid from the date of registration to the end of that Playing Season only or, if in the case of a Contract or Loan Player whose contract or loan expires before the end of the Playing Season, for the term of the said contract or loan.

6.1.1 A Player may only play under his correct status. Any change of a Player's status during the currency of a registration must be notified to the Competition within five (5) days of the change of registration being affected.

In the event of a Player changing his status with the same Club either from Contract to Non-Contract or from Non-Contract to Contract then that Player must sign a new registration form, or submit the necessary information via WGS, and be re-registered. In default the Player re-registering will be ineligible to play in a match under the jurisdiction of the Competition and Rule 6.9 will be applied in such circumstances where a Club is found guilty of playing a Player who has changed status without re-registering.

A Player whose registration under Contract is cancelled by mutual consent and 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 his Contract was cancelled, within three months of the date of the cancellation except with the consent of the Board.

6.1.3. The Board shall have the power to make application to refuse or cancel the registration of any Player charged and found guilty of undesirable conduct subject to the right of Appeal to the FA or the relevant County Football Association. Undesirable conduct shall mean an incident of repeated conduct, which may deter a Participant from being involved in this Competition. Application should be made to the parent County of the Club the Player is registered with.

(Note:- action under this clause shall not be taken against a Player for misconduct until the matter has been dealt with by the appropriate Association, and then only in cases of the Player bringing the Competition into disrepute and will in any case be subject to an Appeal to the Football Association. For the purposes of this Rule, bringing the Competition into disrepute can only be considered where the Player has received in excess of 112 days suspension, or 10 matches in match based discipline, in a period of two years or less from the date of the first offence.)

6.1.4 The Board shall also have the power to place an Embargo on the registration, transfer or loan transfer of Players by any Club deemed to be in breach of these Rules. Where a Club has been subject to an Embargo that is ongoing (if applied by the Competition or another) then the Embargo shall continue to apply until the Club can demonstrate to the satisfaction of the Board that the circumstances that resulted in the Embargo no longer apply.

## 6.2 Registration

### Period 6.2.1

After 5.00pm on the 31st March each Playing Season new registrations, new loans, and transfer of registrations will be declined or will be approved subject to such limitations and restrictions as the Board may determine and, if so determined, the Player shall only be eligible to play in the matches for which permission is granted by



the Board.

### 6.3 Player Status

The status of a player may be:-

- Contract Player
- Non-Contract
- Work Experience
- Scholar
- Short Term Loan
- Long Term Loan
- Youth Loan

### 6.4 Registrations and Registration Procedures

A Player will only be eligible to play in a match organised by the Company under these Rules if the appropriate form(s) is (are) received by the Company (including [by facsimile or] electronically), or the necessary information has been submitted to WGS, at least four

(4) hours before the scheduled kick-off time of such match. No Player whose registration, including Loan registrations, is received by the Company or submitted via WGS less than four (4) hours before the match organised by the Company in which he is required to play will be eligible. Any loan registration must also be approved by the Football Association before that Player can be considered eligible to play.

The registration of a Player by [facsimile or] electronic transmission or WGS is not automatically valid and it is the responsibility of the Club to ensure the player is NOT registered with any other Club. When the Player involved 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.

Where a Club opts to register a Player via WGS, but does not fully and correctly complete the necessary information, that registration will not be processed.

Where a registration form is sent to the Company [by facsimile or] electronically, e.g. email, the originating form must subsequently be received by the Company within five (5) Days of the sending of the [facsimile or] electronic transmission. In default of this Rule the player shall not be eligible to play in the Competition unless and until a valid registration form is received. The form when received must contain the same information as that received by [facsimile or] email. It is an offence to falsify a competition form.

Any Club found to have been in breach of any part of Rule 6.4.1 will be deemed to have played an ineligible player and will be dealt with in accordance with Rule 6.9.

6.4.1 Each Club must have at least sixteen (16) Players registered fourteen (14) days before the start of each Playing Season.

6.4.2 [A registration form, when submitted to the Competition, must be accompanied by the financial details, i.e. the appropriate page of the contract for Players under written contract or the standard Competition form for Players not under written contract.]

6.4.3 In the event of a Player signing registration forms for more than one Club, priority of registration shall decide for which Club he 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 Board. 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 Board in such a manner as it shall think fit.

6.4.4 Except where mutually agreed between the Clubs in writing, and specific approval has been given by the Board a Club cannot register more than one Contract or Non- Contract Player, registered to another Club or club at any one time unless a period of 28 days has elapsed between the first and the second notice of approach or acknowledgement.

6.4.5 If a non-contract Player also registers for a club not in membership of the Competition, his registration for the Competition may be retained by the Club.

6.4.6 A Club may register any number of Work Experience Players.

6.4.7 A Club may name up to a maximum of five (5) players on a Team Sheet who are either Short Term Loan, Long Term, [Youth Loan] or Work Experience. Any Club in breach of this Rule which results in more than 5 of such players entering the field of play during the course of any one fixture will be deemed to have played an ineligible player(s) and will be dealt with in accordance with Rule 6.9.

6.4.8 The Company may, at its discretion, refuse any further registration of players, i.e. place under a registration 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 his Contract.

6.4.9 The Company at its discretion may approve at any time the registration of an additional goalkeeper on a short-term basis if none of the Clubs' registered goalkeepers are available ahead of a Competition Match.

## 6.5 TRANSFERS

6.5.1 The transfer of a registration of a Player under written Contract from one Club to another must be in writing, on the Competition transfer form, signed by the Contract Player and the two Clubs, and the form must be forwarded to the Company for approval and registration. The transfer form must also be sent to The FA with a completed transfer agreement, contract and registration form for approval and registration. Such Contract Player does not become a registered Player of the Club seeking his transfer until the form has been approved and registered by The FA and the Competition.

## CANCELLATIONS

Where a Club cancels the registration of a Contract Player, for any reason whatsoever, the Club must notify the Competition Secretary and The FA immediately, in writing

or on the relevant Competition /FA form. To be valid, such notification must be signed by an authorised signatory of that Club and the Player. Where a Club cancels the registration of a Non-Contract Player for any reason whatsoever, the Club must notify the Competition Secretary immediately, in writing or on the relevant Competition form. To be valid, such notification must be signed by an authorised signatory of the Club.

#### TERMINATIONS

Where the registration of a Contract Player has been terminated by either the Club or the Player, this must be in accordance with the provisions set out under FA Rule C1.12 and the terms of the contract.

6.5.1 The transfer of a registration of a Non-Contract Player from one Club to another 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 Company for approval and registration. Such Non-Contract Player does not become a bona-fide Player of the Club seeking his transfer until the form has been approved and registered by the Competition. A Non-Contract Player whose registration for a Club is cancelled or transferred for any reason whatsoever cannot, without the consent of the Board, return to his original Club until a minimum of fourteen (14) days has elapsed from the date of the cancellation or transfer.

6.5.2 A Club cannot register the transfer of a Contract Player or Non-Contract Player unless that Player has been registered with the transferor Club for at least 14 days, unless that Player is a goalkeeper.

6.5.3 A Club shall submit to the Board any contract it proposes to enter into which gives the Club or any other party to the proposed contract any rights relating to the transfer of the registration of a Player at a date in the future from or to the Club or any rights relating to the employment for the Player by the Club. Any such proposed contract shall be subject to the approval of the Board.

#### 6.6 Temporary Transfers (Loans)

6.6.1 Where the Rules of the relevant League permit, Short Term Loans, Youth Loans and Long Term Loans of Contract players shall be allowed to or from Clubs in membership of:-

- The Premier League
- The Football League
- The National League
- The Isthmian Football League
- The Northern Premier League
- The Southern Football League

Any other Leagues which have been authorised by the FA [as shown in Appendix K] on such terms and conditions as shall be mutually agreed by the two clubs and the player. For Loan Transfers between Clubs in the same Competition the transfer must be completed on the National League System Temporary Transfer Form. For Loan Transfers between Clubs in different Competitions the transfer must be completed on FA Form H3 together with a registration form applicable for the Competition of the transferee club.

The player being taken on loan, [including Youth Loan,] must sign a Competition contract registration form which will be valid for the full period of the loan, including

any extension to the loan period.

If the original Loan agreement contains a pre-agreed recall clause, a Player may be recalled by the loaning Club submitting written confirmation to the borrowing Club, the Competition and The FA. Where no pre-agreed recall clause exists, the cancellation must be agreed between the loaning Club, the borrowing Club and the Player. The loaning Club must submit written confirmation to the borrowing Club, the Competition and The FA. The Competition's standard cancellation form must be used to prematurely end the Temporary Transfer period. The temporary registration for the borrowing Club will automatically be deemed to be cancelled upon maturity of the temporary transfer period.

Where a Short Term Loan, [ or Youth Loan] expires, and is not renewed simultaneously, any subsequent Short Term Loan, [or Youth Loan] of that Player to the same Club will be subject to a minimum duration of 28 days.

No more than four (4) Players (Short Term, Long Term or [Youth]) may join one Club from another Club (or club) in any Playing Season. [An additional Youth Loan Player may be added to this figure.]

Where a Short Term Loan, [Youth Loan] or Long Term Loan (or period of Work Experience) expires on or after the last match of the season and the Club finishes in a Play-Off Position, and both Clubs agree, the Loans shall be extend to include the Club's remaining Play-Off Matches. Any such extension is not subject to any time limits that would otherwise apply, and must be agreed in writing by the player's parent Club and be registered with the Competition and the Association in accordance with these Rules.

6.6.1 Short Term Loan Transfers – A Club can have up to a maximum of twelve (12) Short Term Loans during a Playing Season. The minimum period of a Short Term Loan transfer must be twenty-eight (28) days with a maximum period to the end of the Playing Season.

The Competition shall not approve more than two (2) Short Term Loan transfers to or from any one Club, including Premier League and Football League Clubs, at any one time.

On completing the National League System Temporary Transfer Form or FA form H3, a Club must send the original to the FA, one copy to the Company, and a third copy to the secretary of the League with which the player is registered.

To extend the period of any Short Term Loan transfer a further National League System Temporary Transfer Form or FA form H3 must be completed and copies sent as directed above. If the Short Term Loan transfer is extended only the Club for whom the Player was originally registered will be allowed to cancel the agreement at any time within the extension period, i.e. after 28 days. In the case of a goalkeeper Clubs may mutually agree, if they so wish, to include a recall clause in the agreement to enable the Club for who the Player was originally registered to recall the Player at any time during the loan period.

Players other than goalkeepers may not be recalled within the first month, i.e. 28 days, of any loan.

Any Short Term Loan transfer which may terminate after the last day for registrations may be extended for a further period provided the loan period does not extend beyond the current Playing Season.

Short Terms Loan Transfers which become permanent before their expiry date shall not count against a Club's quota of days or Players.

6.6.2 Long Term Loan Transfers – Clubs may have up to a maximum of six (6) Long Term Loan Transfers of any age during a Playing Season.

Long Term Loan Transfers shall be for a full Playing Season; or from any date prior to 31st August to any date between 1st and 31st January; or from any date between 1st and 31st January (the January transfer window) to the end of the Playing Season.

A Player on Long Term Loan may be recalled on any date from the beginning of the Loan until 31st August and between 1st and 31st January (inclusive), except for a goalkeeper or where the Player is to be transferred permanently by the Club (or club) holding his registered contract in each case, subject to the agreement of the loaning Club, the borrowing Club and the Player, which may be pre-agreed in a recall clause in the original Loan agreement.

To extend the period of any long term loan transfer a further National League System Temporary Transfer Form or FA form H3 must be completed and copies sent as directed above.

The Competition shall not approve more than two (2) Long Term Loan transfers to or from any one club, including Premier League and Football League Clubs, at any one time.

### 6.6.3 Youth Loan Transfers

Youth Loan Transfers apply

to:-

- Scholars in their second or third (if that option is exercised) year of their Scholarship agreement, or Contract Players aged 20 or under on 1 July immediately preceding the Playing Season in question.

Unlimited Youth Loan Transfers shall be allowed to or from Clubs in membership of the Competitions at Steps 1-4 of the National League System.

Clubs playing in Competitions at Steps 1 to 4 of the National League System may register players on a Youth Loan from clubs in the EFL.

Clubs playing in Competitions at Steps 5 and 6 of the National League System may register players on a Youth Loan.

At Steps 1 to 6 of the National League System, Youth Loans are permitted at any time during the Registration Period.

It shall be a condition of any Youth Loan involving a Scholar or a Contract Player to whom Football League Youth Rules apply that for the duration of the period of the Youth Loan the Player continues to fully comply with the programme of education in place for that Player.

A Player registered on a Youth Loan may, provided it is agreed between the two clubs and the Player, continue to train with and/or play for his loaning Club (or club) in any match other than matches played as part of the Premier League Competition, Football League Competition, Football League Cup, FA Cup or Football League Trophy (i.e. First Team matches.) Participation by the Player in First Team matches for the borrowing Club shall take precedence.

Any days on which the Player participates in a Reserve Team match and/or attends any training sessions for the loaning Club (or club) shall still count towards the period of the Youth Loan.

The minimum period of a Youth Loan shall be 28 days, thereafter a break clause may be included. Youth Loans cannot extend beyond the end date of the Player's contract period with the parent club.

### 6.7 Club List of Players and Transfer List

[Clubs shall furnish the Competition Secretary by 1st June with the following details:

6.7.1 a list of Contract Players whose agreements do not terminate at the end of the current season;

6.7.2 a list of contract Players in respect of whom the Club has exercised its option in accordance with Football Association Rule C1.10;

6.7.3 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 Football Association Rule C1.10;

6.7.4 a list of Contract Players in respect of whom the Club has exercised its option in accordance with Football Association Rule C1.10 but whose registration the Club is prepared to transfer;

6.7.5 a list of Contract Players the Club has released;

6.7.6 a list of all Players whose registration the Club wishes to be cancelled;

Clubs shall also complete the standard Competition forms and return these by this date.

## 6.8 SUBSTITUTE PLAYERS

A Club at its discretion may use three 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. 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. The substitution board used shall be branded as determined by the Competition.

A maximum of 5 substitutes may be nominated and they must be included on the official Team Sheet handed to the Referee before the match in accordance with Rule 8.20.

A substitute may not be used to replace a Player who has been suspended from the match by the Match Officials.

If a Player does not take part in the match for which he is a nominated substitute he shall be deemed as not having played for the Club in that match.

## 6.9 PLAYING AN INELIGIBLE PLAYER

Any Club found to have played an ineligible Player in a match or matches shall have any points gained from that match or matches deducted from its record, up to a maximum of 12 points, and have levied upon it a fine. The Board may also order that such match or matches be replayed on such terms as are decided by the Board which may also levy penalty points against the Club in default.

The Board may vary its decision in respect of the points gained in circumstances where;

(a) the ineligibility is due to the failure to obtain an International Transfer Certificate or

(b) where the ineligibility is related to a change in the Player's status with the Club for whom he is registered or

(c) where the Board determined that exceptional circumstances exist

## 6.10 FINANCIAL ARRANGEMENTS

6.10.1 Subject to clauses 6.10.2 to 6.10.7 and to the Rules and Regulations of The FA, a Club may negotiate a financial arrangement with its Players.

6.10.2 All Players under a written contract must be registered with the Competition and The FA.

6.10.3 All payments and benefits due and/or made to the Player must be shown in the contract.

6.10.4 All payments made to Players must be made by the Club and fully recorded in

the accounting records of the Club.

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

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

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

## **7 CLUB COLOURS**

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7.1 On or before a date specified by the Company each year, every Club shall notify the Competition Secretary, in writing, of details of their first choice colours for outfield players and their goalkeeper (shirts, shorts and socks) and such details shall be printed in the Handbook published by the Company for the ensuing Playing Season.

The colours registered by each Club shall be worn during the following season when playing at home. Shirts must be numbered 1 to 20 or [in accordance with the Competition squad numbering provision] such that the numbers can be clearly identified by 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. No changes to the first choice colours or combination of colours shall be permitted without the consent of the Board. Subject to the consent of the Board, each Club is authorised on one occasion per Playing Season to wear an alternative strip in a home match.

7.2 When playing away from home, clubs must play in colours (shirts, shorts and socks) which are clearly distinguishable from those of their opponents and 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 match and the Match Officials.

Neck and cuff rim colours on shirts are not regarded as basic colours for the purpose of this Rule. Subject to the foregoing a Club may, if it wishes, wear colours not registered with the Competition for away matches. It is the responsibility of the visiting Club to check that their colours will not clash.

The goalkeeper may wear tracksuit trousers acceptable to the Match Referee.

7.3 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 (i.e. black or dark blue).

7.4 The Players' shirts must be clearly numbered in accordance with the Team Sheet handed to the match referee before a match and there must be no change of numbers during the match except for a change of goalkeeper or if permitted by the match referee because of a blood injury. [The shirt numbers, and short numbers if worn, used in all matches played under the jurisdiction of the Competition must be the official numbers as determined by the Competition.]

7.5 The Captain shall wear a distinguishing armband [provided by the Competition] to indicate his status.

7.6 Both sleeves of the shirts of all Players in matches played under the jurisdiction of the Company shall carry a Competition logo as supplied by the Competition on an annual basis if so decided by the Board. When playing in other competitions the shirts of all Players must include the Competition logo.

Advertising must comply with FA Kit and Advertising Regulations.

7.7 The colours of clothing worn by ballboys/girls must not clash with the colours of either competing Club and the Match Officials.

**ARRANGEMENT OF FIXTURES**

- 8.1 The Board shall fix the date on which the Playing Season shall commence.
- 8.2 All matches shall be played under the Rules and Regulations of The FA and in accordance with the Laws of the Game as determined by the International Football Association Board.
- 8.3 All Competition matches shall be arranged as soon as practicable. The copyright in all lists of arrangements of such fixtures shall be vested in the Company.
- 8.4 All matches shall be played on the home and away principle and the Board shall determine how the fixtures shall be arranged.

Saturday fixtures in the Competition shall take precedence over all other competitions in which a Club may engage with the exception of:

- The FA Challenge Cup/Welsh Cup
- The FA Challenge Vase Competition
- The Nominated Cup Competition for which the club is eligible, of the Affiliated Association to which it was first affiliated.

Scheduled Saturday fixtures in the Competition must not be re-arranged without permission of the Competition Secretary. Clubs may be ordered to re-arrange outstanding matches, at the discretion of the Board, and where necessary their prospective opponents instructed accordingly. Clubs with open dates on Saturdays may be instructed to play any outstanding Competition fixture on such date. A minimum of ..... days' notice will be given in respect of any such arrangement.

Midweek fixtures in the Competition shall not take precedence over fixtures in the Nominated Cup Competition of the Affiliated Association to which it was first affiliated.

8.5 In the event of any Club being required to play an FA Cup or FA Trophy match within 48 hours of a scheduled Competition fixture it shall have the right to apply in writing as soon as practically possible (but in any event no later than 48 hours after becoming aware of the relevant Cup fixture) to have its Competition fixture postponed with or without the consent of its opponent. At the same time as it makes the application a copy shall be sent to its opponent who shall raise any objection within a further 24 hours of notification. Thereafter the Competition shall decide in its absolute discretion as soon as reasonably possible as to whether or not the application is approved.

8.6 The standard kick-off times shall be as follows:

Saturday matches - 3.00 pm

Midweek matches - 7.45 pm [unless a Club notifies the Competition Secretary in writing before the commencement of each Playing Season to state that it wishes all its home midweek matches to kick off at pm].

All agreed changes to time of kick-off to be notified to the Board immediately for confirmation.

Clubs with ground sharing agreements must arrange for home matches to be played on Friday, Saturday or Sunday. If a clash of fixtures occurs with the sharing Club and for any reason a match is unable to be played on a Saturday, the match must be played on either the day before ie on Friday, or the day after ie on Sunday. If Clubs are unable to agree on the date then it will be played on the Sunday unless the Board decides otherwise. The decision of the Board shall be final and binding. Official bank holidays and Sundays – 3pm unless agreed otherwise by the two Clubs and the Board; application shall be made to



the Competition Secretary by both Clubs at least 21 days before the relevant date.

To re-schedule a midweek fixture for an evening other than [a Tuesday] [a Club's usual midweek night] will require written agreement of both Clubs and the Fixtures Officer.

The Fixtures Officer 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.

8.7 The Board may change any Competition fixtures during the season to suit the overall interests of the Competition and shall have the power to decide whether a ground is suitable for Competition matches and to order a Club whose ground is deemed unsuitable to play its home matches at an alternative suitable ground.

8.8 Four [4] weeks' notice is required from Clubs wishing to re-arrange a Saturday match to Friday evening or Sunday. A request made in less than this period of time will only be considered by the Board in exceptional circumstances and granted at their sole discretion.

8.9 A Club may not enter its first team in any outside competition, other than those listed in Rule 8.4, without the prior permission of the Board. The Competition Officers must be informed of all fixtures, postponements, abandonments and results of all matches played in any other competition.

8.10 When a Club obtains the consent of the Board 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 claim will be at the discretion of the Board. Requests for the postponement of a match for any reason will not be considered more than forty-eight hours before the scheduled time of kick-off.

Medical certificates for those Players affected, signed by the Players' own doctor, must be forwarded to the Competition Secretary within [fourteen days] of the postponement, along with a full list of contract and Non-Contract Players currently registered by the Club at the date of the match which was postponed, giving full reasons against each name for the Player's unavailability.

#### **PRE-MATCH ARRANGEMENTS & RESPONSIBILITIES**

8.11 Each Club must take every precaution to keep its ground in good playing condition and amenities (including floodlights) in good working order and complying with the Criteria Document throughout the Playing Season.

8.12 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.

8.13 The home Club shall advise the visiting Club and the Match Officials of the date and time of kick-off of each match and the team colours, including the colour of the goalkeeper's jersey, it will be wearing, to be received at least five days prior to the match and the visiting Club and the Match Officials must acknowledge receipt to be received at least three days before the match.

The visiting Club must include in its acknowledgement the team colours, including the colour of the goalkeeper's jersey, it will be wearing.

8.14 The home Club is responsible for publishing a full match programme acceptable to the Board for each of its Competition matches. [A full match programme available electronically only shall be acceptable providing that each Club has approval from the Board before the commencement of the Playing Season and must be continuous for the whole of that Playing Season.] A Team Sheet will not be considered sufficient to comply with this Rule.

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 pen pictures of their current Players registered with the Competition for the season at least five days before the scheduled date of the match between the two Clubs.

The home Club programme must include the details sent by the visiting Club in the match day programme

Clubs will be responsible for all comments in their match day programme in respect of the Competition, the Company or other member Clubs, notwithstanding any disclaimers to the contrary. No part of a Club's programme issued for a match in any competition shall, in the opinion of the Board, bring the Competition or the Company into disrepute.

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 Board brings the Competition or the Company into disrepute.

8.15 The postponement of matches due to ground conditions must be carried out in accordance with Rule 14.2.

8.16 Where a match is re-arranged or cancelled after the 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.

8.17 The Board shall determine the policy of the Competition for the issuing of match day passes. A home Club cannot refuse the admission into the ground of an away Club Official, as defined in the Rules of the Association, save for that individual being subject to a suspension or banning order from the Association or Competition.

8.18 All Clubs at Steps 1 to 4 are required to have a defibrillator available at all home matches.

## **MATCH MANAGEMENT**

8.19 All matches shall be of ninety minutes duration. The half time interval in all matches shall not exceed fifteen minutes. Any match which is not of ninety minutes duration may be ordered to stand as a completed match or replayed for the full period of ninety minutes or be awarded to the Club not at fault, as the Board may decide, on such terms as the Board shall decide.

8.20 Each Club must hand the Team Sheet containing name(s) of Players taking part in a 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 forty five minutes before the scheduled time of kick-off. The Players' numbers (in accordance with Rule 7) and the colours of the playing strip must be clearly stated. Any Clubs in breach may be fined.

8.21 Any Club altering its team selection or numbering after Team Sheets have been exchanged may be fined. A Player who is named on the Team Sheet may be replaced without fine if he is injured warming up after exchange of the Team Sheet. Any subsequent changes must be notified to the referee and to a representative of the opponents before the actual kick-off.

[The name of the Doctor or Medical Practitioner in attendance (in accordance with Rule 25) must be entered on the Team Sheet in the appropriate space provided.]

8.22 Clubs taking the field of play – For all matches under the jurisdiction of the Competition, 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.

8.23 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 11 Players may be subject to a fine. Each team participating in a match shall

represent the full available strength of each competing Club.

8.24 In all Competition Matches, the number of Clubs Players and officials seated on the team benches, in the designated technical area, must not exceed 11 unless the team bench facility provides more than 11 individual seats.

8.25 Only one person at a time has the authority to convey tactical instructions to the Players during the match from within the technical area.

8.26 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.

8.27 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. [Any occupant dismissed from the technical area shall immediately go to a location within the ground from which they cannot view the remainder of the game.]

8.28 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 his team.

8.29 [All occupants of the technical area must wear the corporate bench kit supplied to each Member Club. The only exception would be the Team manager who will be allowed to wear suits and overcoats not displaying any sponsorship logos. [Corporate bench kit supplied to each Member Club must also be worn by the players and staff in warm-ups and warm-downs, and where possible in media interviews on match days]. Failure to wear the bench kit will result in a fine.]

## **POST MATCH MANAGEMENT**

8.30 Each Club [shall enter information from the match result form by the method instructed by the Competition and] shall submit the fully completed copy of the appropriate match result forms by [first class post], [or facsimile,] [or email], [or the relevant IT system] to the Appointing Authority and the Competition [within 3 days of the match] [immediately following completion of the match, or within 24 hours at the very latest]. When a Club considers that the Referee has discharged his duties incompetently and awards a mark of 60 or less, a detailed report must be sent to the Appointing Authority within three days of the match by the method instructed by the Appointing Authority. Clubs in default of any provision of the Rule will be subject to a fine for each offence.

8.31 In the event that a match is abandoned before half time the Club playing at home will issue a voucher to each spectator valid for free admission if the match is ordered to be replayed. In the event that the match is abandoned during or after the half time interval the Club playing at home is not obliged to issue such a voucher.

8.32 In the event that a match is abandoned for reasons over which neither Club has control the Club playing at home shall retain the gate receipts for such uncompleted match and the Board shall determine the terms upon which any replayed match shall be played.

8.33 In the event of a match being abandoned due to the conduct of one Club or its members or supporters the Board has the power to order that the match is not replayed and to award either one or three points to the Club not at fault. It cannot levy a financial penalty due to the conduct of a Club.

8.34 In the event of the match being abandoned due to the conduct of both Clubs or their members or supporters no financial penalty can be applied by the Board to either Club and the Board shall determine whether the original match stands as a completed

match or is replayed and, if replayed, the terms upon which the match is to be replayed.

8.35 In the event of a match having to be postponed and one Club is found to be at fault then opponents for that 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 the whole journey. In exceptional circumstances, expenses for overnight accommodation up to a maximum of 18 persons may be claimed. In some instances compensation may also be claimed when neither of the Clubs is at fault. The Board will determine the amount of compensation payments to be made, if any.

All claims for compensation by either Club in the case of either an abandoned match or a postponed match must be received by the League Secretary within 14 days of the date of the match to which the claim relates.

#### **POST MATCH ADMINISTRATION**

8.36 The home Club shall be responsible for notifying the Competition via text message immediately following the conclusion of each home Competition match the result of that match together with the attendance. Also the times of each goal scored in the match and the scorer of each goal immediately after such a goal has been scored. In any FA or AFFILIATED ASSOCIATION Competition the home Club if two Clubs are playing the tie, or the Club if the match involves a team outside of the Competition, must also follow this procedure.

8.37 In the event of the match being postponed, not completed or abandoned, the home Club must immediately telephone the Competition results service, the Competition Secretary and, in the case of a match postponement, the Appointing Authority, the visiting Club and the Match Officials. When a postponement occurs in any FA or County Cup competition, the home Club, if two Clubs are playing the tie, or the Club if the match involves a team outside of the Competition, must also follow this procedure.

8.38 Where a match has been postponed for any reason, the fixtures officers shall determine the new date. 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 Board may determine, including the deduction of up to a maximum of three points from the offending Club's record, any expenses incurred by their opponents, and a fine.

In the event of a Club being in breach of the previous paragraph of this Rule then the Board may award points to the Club not at fault as if the match had been played and the League table shall reflect the position as if the match had been played with the result awarded by the Board.

### **9 REGISTERED INTERMEDIARIES**

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9.1 An Intermediary cannot have an involvement in any Club in an official capacity (as defined by the Board) nor may he hold office with the Competition.

9.2 All Clubs must comply with The FA Regulations concerning Intermediaries.

### **10 FINANCIAL RECORDS**

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10.1 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.

10.2 The home Club shall retain all gate receipts. Where a match is declared all ticket the Away [visiting] Club shall be entitled to 10% of the total number of tickets available or a minimum of 600, whichever is the greater, subject to any stipulation by the relevant safety

authority affecting these figures. A reasonable allocation of the total disabled spectator accommodation where appropriate shall be made available to disabled supporters of the Away Club.

Clubs must ensure that all gate receipts are fully and properly recorded and accounted for in the accounting records of the club.

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

- A record of all tickets sold in advance
- A reconciliation of cash received by category of entrant through each turnstile
- The number of entrants through each turnstile
- A schedule of the numbers admitted to parts of the stadium that do not pass through a turnstile
- A list of complimentary tickets authorised

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

10.3 All Clubs must comply with The FA's Third Party Interest in Players Regulations.

10.4 For Competition league matches only, the travelling expenses of match officials shall be pooled, each Club rendering on the match report details of all payments made. The Company shall, at the conclusion of the season, divide the total cost of 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 14 days of the date of posting of the written notification to the Club. Where the sum paid by the Club is more than the equal share of the pool, the Club will be reimbursed from the pool of monies received from all the other Clubs.

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

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.

10.6 Any Club temporarily transferring a Player's registration to another club should invoice the receiving club in accordance with the terms of the loan agreement. The Player concerned should remain on the payroll of the Club holding his permanent registration for the period of the loan.

10.7 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:-

- The value of the loan
- The length of the loan
- The interest rate charged, and whether this is fixed or variable
- Repayment terms
- The full names of the individual or corporate body extending the loan
- The terms in the event of a default on the loan

The document should be signed by two directors, Officers or Executive Committee Members who are independent of the party extending the loan.

10.8 Within nine months of its accounting reference date, each Club shall submit to the Company 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.

## **11 FOOTBALLCREDITORS**

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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 Bond; a suspension; or any combination thereof.

## **12 CHAMPION, RELEGATION**

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12.1 Three points will be awarded for a win at home or away and one point for a drawn match at home or away.

12.2 At the end of the Playing Season of each 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.

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 as follows:

12.2.1 Goal difference – If any two or more Clubs have scored the same number of points their position in the division shall be determined on goal difference, that is to say, the difference between the total number of goals scored by and against a Club in League Matches in that Season, and the higher or highest placed Club shall be the Club with the higher or highest goal difference.

12.2.2 In the event of the goal difference being equal the highest placed Club shall be the Club which has scored the most goals;

12.2.3 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.

12.2.4 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 Season will be the highest placed Club.

12.2.5 If the records of two or more Clubs are still equal and it is necessary for any reason to determine the position of each then the Clubs concerned shall play off a deciding match or matches on a neutral ground or grounds with the net gate money after deducting the usual matches expenses being divided equally between the two competing Clubs.

12.3 Promotion, relegation and lateral movement of Clubs shall be in accordance with the principles established by the Leagues Committee of The FA.

12.4 To be advised by the FA League Management Committee

12.5 If no Clubs are eligible or wish promotion, the number of Clubs to be relegated will be reduced.

12.6 In the event of a Club, not being placed in a relegation position at the end of the season, wishing to resign from the Competition at the end of the season, or having been removed from membership under the Articles the number of Clubs to be relegated shall be reduced accordingly.

12.7 In the event of a Club opting to be relegated or being removed from membership under the Articles such Club or Clubs will replace the Club or Clubs otherwise due for relegation in accordance with Regulation 5.4 in the Regulations for the Establishment and Operation of the National League System.

12.8 If any Club ceases to operate between the annual general meeting of the Company and the commencement of the following Playing Season, no adjustments to the number of Clubs participating in the Competition will be made. The remaining Clubs will participate in the Competition for that season.

12.9 A Club which for any reason ceases to operate at any time during the Playing Season may have its playing record expunged, and any monies due to them from the Company shall be forfeited. From the date of the withdrawal no further payment shall become due to them. From the date of the withdrawal, that Club shall cease to be a member of the Company.

### **13 INSOLVENCY PROVISIONS**

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#### **13.A SPORTING SANCTIONS**

13.A.1 If an Insolvency Event shall occur in relation to any Club that Club shall be deducted 10 (ten) points.

13.A.2 Where a Club takes or suffers an Insolvency Event:-

13.A.2.1 during the Playing Season but prior to 5:00 p.m. on the fourth Thursday in March, the points deduction shall apply immediately;

13.A.2.2 during the Playing Season but after 5:00 p.m. on the fourth Thursday in March then Rule 13.A.3 shall apply; and

13.A.2.3 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 (including a Club or Clubs Relegated from the [ ] League, where such Club shall be subject to Rule 13 of the [ ] League Rules or where it has been necessary under the National League System Regulations for a Club or Clubs to be moved from one league to another and such Club would have been subject to Rule 13).

13.A.3 Where the circumstances set out in Rule 13.A.2.2 apply and at the end of that Playing Season, having regard to the number of Competition points awarded (ignoring any potential deduction):-

(a) the Club would be relegated in accordance with The [ ] League Rules, the points deduction will apply in the next following Season; or

(b) the Club would not be relegated as aforesaid, the points deduction will apply in that Playing Season and [ ] League Rules will then apply (if appropriate) following the imposition of the points deduction.

13.A.4 For the purposes of this Rule 13

a) where any Insolvency Event is taken or suffered other than on a Business Day (as defined by the Insolvency Rules 1986 as amended from time to time) then for the purposes of determining the timing of any points deduction only the

action taken or suffered will be deemed to have been taken or suffered on the immediately preceding Business Day; and

b) if a Company Voluntary Arrangement is approved, then approval of that Company Voluntary Arrangement shall be deemed to have been given at the date of the first meeting of creditors called to consider that Company Voluntary Arrangement, and not the date of any adjourned meeting of the creditors or the meeting of shareholders.

13.A.5 For the avoidance of doubt, where a Club is subject to more than one Insolvency Event (for example Administration followed by a Company Voluntary Arrangement), the Club shall only be deducted one set of 10 points, such deduction to apply with effect from the first Insolvency Event.

13.A.6 The Competition shall serve the Club with written notice of the points deduction (the 'Notice').

13.A.7 A Club may appeal against such 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 13.A.8 to 13.A.12 will apply.

13.A.8 The Notice of Appeal shall be lodged with the FA within 7 days of the date of the Notice.

13.A.9 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 (the 'Appeal'). For the purposes of this Rule 13, 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.

13.A.10 The Appeal Board shall have the power to:-

13.A.10.1 Confirm the deduction of ten points; or

13.A.10.2 Set aside the deduction of ten points and substitute a deduction of such lower number of points as it shall deem appropriate; or

13.A.10.3 Order that there shall be no sanction at all.

13.A.11 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 Company.

13.A.12 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, Regulations or Articles of Association by the Club.

## 13.B. GENERAL INSOLVENCY

13.B.1 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 be relegated by one Step at the next AGM, unless one of the following requirements has been met, namely:

(i) Prior to the next AGM it has Paid in Full all its creditors (including but not limited to Football Creditors); or

(ii) Prior to the next AGM it has Paid in Full its Football Creditors and entered a compliant CVA.

For the purposes of this Rule, a CVA shall be considered compliant if it provides for the following:



- That all Creditors will be paid in Full;
- The first payment under the terms of the CVA shall be made within 28 days of the approval of the CVA and shall constitute a minimum of 10% of the total sum payable;
- The balance shall be paid in equal amounts over the remaining period of the CVA;
- The period of the CVA shall not extend beyond three years from the date of approval.

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) unless the Board is satisfied that by no later than 5pm on 31 July (or, if the 31 July 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 2.9.2 above) is in a financial position to complete all of its fixtures for the immediate following Playing Season.

This sanction shall apply in addition to any Club being relegated pursuant to its playing record in the same period namely that in the event of the Club having already been relegated by one Step it shall be relegated two Steps.

This provision is subject to Rule 2.9.1 in respect of Clubs which have transferred their membership pursuant to an Insolvency Event and in that case where there is any conflict between any provision of Clause 14 and Rule 2.9.1 then this Clause 14 shall prevail.

13.B.2 A Club shall not be eligible for promotion or to compete in the Play Offs at the end of a Playing Season if at 5pm on the date on which the last scheduled League fixture is due to be played that Club:

- (i) has entered an Insolvency Event between the date of the AGM and 5pm on the date on which the last scheduled League fixture is played and has not Paid in Full all its creditors to which the Insolvency Event applies (including but not limited to Football Creditors) or Paid in Full all its Football Creditors and entered a CVA to have Paid in Full all other creditors over an agreed period not extending more than three years following the date of approval of the CVA: or
- (ii) has not complied with the terms of a CVA by which it is bound or is to seek to extend the period of the CVA.

13.B.3 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 rule

13.A. For the avoidance of doubt, where a Club is subject to more than one connected Insolvency Event, for example Administration followed by a Company Voluntary Arrangement, any sanction applied to it in accordance with Rule 13.B.1 shall be applied in one Playing Season only except as provided for in Rule 13.B.1

Compliance With/Extension of CVA's

13.B.4 Any Club must inform the Competition in writing (and provide supporting evidence) within seven (7) days of the Club:

- (i) making a payment under the terms of a CVA and provide evidence of that payment;
- (ii) 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);
- (iii) making an application to extend or vary the terms of the CVA entered

into by it and provide a copy of the application,

- (iv) completing all its obligations under an Insolvency Event and receiving confirmation of such from the relevant Insolvency Practitioner, or
- (v) becoming aware of any consent by creditors to compromise the whole or part of the debt admitted into the CVA.

#### 13.B.5

Following the approval of a CVA, if creditors subsequently consent to compromise the whole or part of the debt admitted to the CVA or if any Club makes a successful application to vary the terms of its CVA so that the CVA is not compliant as provided for in Rule 13.B.1 then that Club shall be automatically relegated by one Step at the end of the Playing Season in which the event takes place. If the Club has already been relegated due to its position in the final table of the Division in which it is competing then it shall be relegated two Steps.

#### 13.B.6 In the event of any Club

- (i) Failing to comply with the terms of any CVA entered into it (whether securing Payment in Full of all of its creditors or not) including the failure to make a payment by the due date; and/or
- (ii) Breaching any of the provisions of Rule 13.B.4 or failing to notify the Competition of any consent by creditors to compromise the whole or part of the debt admitted thereby rendering the CVA as non-compliant as required in Rule

#### 13.B.1.

Then the Board shall have the power to impose such sanction as it deems appropriate, including, but without limitation to expulsion of that Club, the relegation of that Club, the deduction of points and an Embargo. Where a Club has transferred its membership under Rule 2.9.2 the provisions of Rule 13.B in relation to a CVA shall be applied to the former entity that was subject to the Insolvency Event and/or the new entity

## 14 MATCH OFFICIALS

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14.1 Match Officials for all Competition matches shall be appointed by the Appointing Authority.

14.2 No Club shall postpone a Competition match on account of the apparent state of the ground. In the event that such circumstances prevail, Clubs should comply with 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.

14.3 In the event of any of the Match Officials appointed for a match not being in attendance at the match or becoming unable to complete the 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 Match Referee; should the appointed Match Referee fail to appear then the senior Assistant Referee must take charge. Any substitute agreed for a 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 (Rule 8.38 refers).

14.4 Match Officials should be present at the appointment at least sixty [60] 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.

14.5 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.

14.6 Referees must report on the relevant form all cases where teams commence a match late or without eleven 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 3 days of the match.

14.7 The home Club will be responsible for paying the Match Officials the fees and match expenses set by the Appointing Authority on the day of the match in their dressing room, within a reasonable time after the conclusion of the match (including matches abandoned for any reason). In the case of a postponed match, whether or not gate money is taken, any Match Official who has travelled to the match will be entitled to half their match fee from the home Club. The home Club shall be responsible for providing Assistant Referees with distinctive flags of a suitable size in an acceptable condition.

14.8 Three match balls proposed to be used in the match and, if applicable, supplied by the Company under a ball sponsorship agreement must be submitted to and approved by the Referee before the commencement of the match in his/her dressing room.

It is the responsibility of the Club playing at home in each match played under the jurisdiction of the Competition to provide match balls in accordance with any match ball agreement signed by the Company. [The official Competition match ball must be used in all Competition matches and pre-match warm-ups.]

14.9 [The away Club is responsible for the provision of its own practice balls for use prior to the start of each match, as supplied by the Competition under a ball sponsorship agreement.]

14.10 Match Officials officiating in Competitions using the reporting functionality in The FA's Match Official Administration System (MOAS) must report all breaches of Rule via MOAS within 48 hours of the conclusion of the match. Match Officials officiating in Competitions not using the reporting functionality in MOAS must report all breaches of Rule to the Competition Secretary in writing within three days of the match on the appropriate form by first class post or electronically.

## **15 WITHDRAWAL OF CLUBS**

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A Club must notify the Company not later than 31st March each year of its intention to withdraw from the Competition at the end of that Playing Season. Failure to do so will make a Club liable to a fine.

This Rule shall not operate so as to preclude promotion, relegation or lateral movement of any Club to another competition in accordance with Rule 12.

## **16 PROTESTS, APPEALS**

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16.1 All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Board, or a sub-committee duly appointed by the Board. The Clubs or Players protesting, appealing, claiming or complaining must send two copies of such protest, appeal, claim or complaint and deposit a fee which shall be forfeited in the event of the protest, appeal, claim or complaint not being

upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Board.

16.2 All such protests claims complaints and appeals must be received in writing by the Competition Secretary within fourteen days of the event or decision causing any of these to be submitted.

16.3 The Board shall also have power to compel any party to the protest to pay such expenses as the Board shall direct.

16.4 Any appeal against a decision of the Board must be lodged with The FA within fourteen 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.

All appeals to The FA must be lodged in accordance with the appeals procedure detailed in the Appendix to these Rules or that in force at any one time.

16.5 A Club, on giving fourteen days' notice to a Player to terminate his Player's contract, must state in the notice his right of appeal to the Board and also the address of the Competition Secretary to whom he must appeal. The notice must advise the Player of the necessity of forwarding two copies of his appeal with the deposit fee specified in the Fees Tariff, to the Competition Secretary within seven days of the receipt of the notice from the Club. A copy of such notice must be received by the Competition Secretary within seven days of the sending of the notice in order to be valid.

16.6 A Player on giving fourteen days' notice to his Club to terminate his Player's contract must also notify the Company 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 days of the sending of the notice in order to be valid.

16.7 If the recipient of a notice referred to in Rules 16.5 and 16.6 above wishes to do so, he may appeal against the relevant notice within seven days of the date of sending of the notice in writing in duplicate to the Competition Secretary with an appeal fee.

16.8 The Club or the Player as the case may be shall have further right of appeal as set out in Rule 16.4 above.

16.9. An appeal by a contract Player against a fine or suspension imposed by his Club under Football Association Rule C1.13 must be made within seven days to the Competition Secretary.

16.10 If so requested the Board may arbitrate on any disputes, protests, appeals, claims or complaints between two member Clubs in which event both Clubs shall send a non-returnable fee. Such arbitration shall be final and binding upon the parties to the arbitration.

## **17 MISCONDUCT OF CLUBS, OFFICERS, PLAYERS**

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### **(a) Undertakings to be given by Club Employees**

All Clubs must incorporate in any contracts of employment with their employees, including Player, 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, the Rules of The Football Association or the Rules of the Competition.

Without prejudice to the generality of this rule, all Clubs must ensure they, and where appropriate any Officers of the Club, comply with the obligations of The Football Association's Owners' and Directors' Test.

### **(b) Misconduct in pre-arranging the result of matches.**

Any Club, Official or Player offering or receiving a payment or any form of inducement to or from any Club or the Official or Player of any Club; or any 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 Match under the jurisdiction of the Competition or in which the Club participates by reason of membership of the Competition shall be deemed guilty of misconduct.

(c) Any person charged and found guilty of bringing the Competition into disrepute and any Club, Officer or Member charged and found guilty of misconduct as defined by the Board or of inducing or attempting to induce a player of another Club to join his own Club shall be liable to such penalty as the Board shall deem appropriate.

## **18 TROPHY**

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The Company shall present to the Winners of all divisions in the Competition [ 20 ] souvenirs, for the Players, for the secretary, team manager and for assistant and coaching staff.] Additional souvenirs cannot be presented except by consent of the Board, and then at the expense of the requesting Club.

In addition, a Competition championship trophy will be presented as and when the Board determine.

The Clubs concerned will also receive a permanent souvenir.

The trophies are the property of the Company and may never be won outright. A runners' up trophy and medals may also be awarded at the discretion of the Company.

The recipient Club shall be responsible for engraving their details on the trophy before returning same.

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 said Competition Secretary, do hereby on behalf of the said Club, jointly and severally agree to return the same to the Competition Secretary, on or before 1st March next in good order and condition, suitably inscribed, in accordance with the Rules of the Competition and if the said 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."

Any Club not returning the Competition trophy by the due date, returning them in poor condition or without being engraved will be fined .

## **19 ALTERATIONS TORULES**

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No alteration to the Rules shall be made until they have been approved by The FA. Alterations to Rules shall be approved at a general meeting of the Company in accordance with article 26 of the Articles of Association of the Company.

Proposals for alterations to Rules, together with the name of their proposers and seconders, shall be received by the [League] [Company] Secretary not later than 30th November prior to the date fixed for the Annual General Meeting of the Company in each year or not later than eight weeks before the holding of an Extraordinary General Meeting called for the purpose of amending the Rules.

## **20 ADMISSIONCHARGES**

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The minimum charge for admission to all matches shall be determined from time to time by the Board.

Admission charges must be the same for home and visiting supporters at Competition matches for equivalent accommodation. If there is no equivalent accommodation, the Board may in its absolute discretion consider the charges set by the home Club and determine a reasonable equivalent admission charge for visiting supporters, which shall be implemented by the home Club until the end of the current Playing Season.

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

Concessionary admission charges or pricing policies for disabled people and their carers / helpers, senior citizens, students, children, unemployed, armed forces etc, if available for home supporters, must be offered on a similar basis to visiting supporters.

The minimum charge shall apply pro-rata to any Season Ticket albeit with a discount of up to 15%. A Club may provide its Sponsors with complimentary tickets at any time but the value of the said complimentary tickets shall not exceed 10% of the value of the relevant sponsorship per season.

## **21 LONGSERVICE**

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21.1 The Board shall be empowered to grant a long service award for 21 years' service with a member Club, providing such an award has not already been made by any other competition.

21.2 [Clubs may enter into agreement with Players after five years continuous service providing for a testimonial. Players shall be qualified for a second testimonial after a further five years continuous service. If a Player is eligible for and entitled to a testimonial, his Club may grant him a monetary consideration, sanctioned by the Board of Directors, in lieu of such testimonial.]

## **22 CENTENARYAWARDS**

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A Club celebrating its centenary whilst in membership of the Competition shall be presented with a commemorative award by the Board.

## **23 PLAYINGSURFACES**

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### **23.1 The Pitch**

With effect from the commencement of Season 2016/17 Competition Matches may be played on:

- (a) Grass Pitch; or
- (b) Football Turf Pitch in Steps 1 to 6

### **23.2 Ground Maintenance**

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

### **23.3 Pitch Standards**

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.

The Competition may require a Club to take such steps as the Board shall specify if not satisfied that an adequate standard of the Pitch is being maintained, 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 concerned.

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

For matches played under the auspices of The National League at Step 1& 2 of the National League System:-

- (a) the Club shall disclose to the Competition, as soon as reasonably practicable but in any event not later than 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 Pitch and the timescales for installation. The proposed Football Turf Pitch must have a design and specification that is capable of attaining the FIFA Recommended Two Star Certificate following installation;
- (b) 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;
- (c) installation must be scheduled to be completed in sufficient time to enable the completion of a Pitch Test and for confirmation of the results thereof to be supplied to the Competition no later than 14 days prior to the commencement of the following Playing Season;
- (d) the Club shall procure that:
  - (i) a Pitch Test is carried out on the newly installed Football Turf Pitch; and
  - (ii) the FIFA accredited field test institute provides the Competition with a copy of their official reports to FIFA immediately following completion of the Pitch Test; and
- (e) the Club shall provide a copy of the FIFA Recommended Two Star Certificate within 7 days of receipt to the Competition.

For matches played at Step 3 and below of the National League System:-

- (f) the Club shall disclose to the Competition, as soon as reasonably practicable full details of the proposed contractor installing the Football Turf Pitch and the timescales for installation. The proposed Football Turf Pitch must have a design and specification that is capable of attaining the FIFA Recommended One Star Certificate / IATS (International Artificial Turf Standard) or Two Star Certificate following installation;
- (g) no installation works shall commence until such time as the Competition has approved the proposed installation and the timetable thereof;
- (h) the Club shall procure that:
  - (i) a Pitch Test is carried out on the newly installed Football Turf Pitch; and
  - (ii) the FIFA accredited field test institute provides the Competition with a copy of their official reports to FIFA immediately following completion of the Pitch Test; and
- (i) the Club shall provide a copy of the FIFA Recommended One Star / IATS or Two Star Certificate within 7 days of receipt to the Competition in which it is in membership.

23.5 Only Clubs with FIFA Recommended Two Star certified Football Turf Pitches will be eligible to take part in matches under the auspices of The National League at Step 1 & 2 of the National League System SAVE THAT a Club which has a ground with the recommended FIFA One Star / IATS Certificate installed by 31 July 2016 can be promoted to Step Two of the National league System providing that it undertakes that upon renewal

of the Pitch the Club will install a Pitch with a FIFA Recommended Two Star Certificate or be relegated to the appropriate Step.

23.6 Without prejudice to the obligations set out in Paragraph 23.3 above, Clubs that have a Football Turf Pitch shall:-

- (a) take such steps and/or refrain from such actions as are necessary to ensure that the Football Turf Pitch continues to meet the requirements for a FIFA Recommended One / IATS or Two Star Certificate (as applicable) at all times during each Playing Season including, without limitation, complying with all requirements of the FIFA Quality Standard;
- (b) where required to undertake Pitch Tests:
  - (i) 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;
  - (ii) provide a copy of the FIFA Recommended One / IATS or Two Star Certificate by 31st May prior to the commencement of each Playing Season (as applicable); and
- (c) co-operate with all reasonable requests made by the Competition, the Association or FIFA for the performance of the Football Turf Pitch to be measured.

23.7 Where the Board is aware, by whatever reason, a Football Turf 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 Pitch is restored to the requirements of the FIFA Recommended One / IATS or Two Star Certificate (as applicable).

23.8 The Competition shall have the right to order the postponement of a match where the Football Turf Pitch fails to meet the requirements of the FIFA Recommended One / IATS or Two Star Certificate (as applicable).

23.9 Where a Club has a Football Turf Pitch, any visiting Club is allowed to train, at no cost to that Club, on the Football Turf Pitch on the day before the relevant 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 2 weeks prior to the scheduled match (or within 48 hours of the arrangement of the fixture, if later).

23.10 A breach of any of the requirements of Rule 23 which results in the postponement or abandonment of a match shall be dealt with in accordance with Rule 8.39.

#### 23.11 Pitch Protection

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

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



(e) for the purposes of warming up and warming down each team shall use only part of the Pitch between the edge of a penalty area and the half way line or as otherwise directed by the groundsman;

(f) all speed and stamina work shall be undertaken off the Pitch parallel to the touchline opposite the side to be patrolled by the assistant referee or, in the absence of sufficient space, in that part of the Pitch described in paragraph (e) above or as otherwise directed by the groundsman;

(g) Players using the Pitch at half time as aforesaid shall give due consideration to any other activity or entertainment taking place on the Pitch at the same time;

(h) the Home Club may water the Pitch at half time provided it gives reasonable notice to the referee and the other Club that it intends to do so and that any such watering is carried out evenly over the entire length and width of the Pitch; and

(i) any warming down after the conclusion of the Match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used].

## **24 INSURANCE**

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### **24.1 PLAYERS**

All Clubs shall be members of a Players personal accident insurance scheme. The policy cover shall be at least equal to the minimum recommended cover determined from time to time by The Football Association.

### **24.2 PUBLIC LIABILITY**

All Clubs must have Public Liability cover of at least ten million pounds (£10,000,000).

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

## **25 MEDICAL PERSONNEL**

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The home Club should have a therapist who is a Graduate, Chartered or a registered member of the Health Professions Council in attendance throughout matches, to attend to injured Players on the field of play and in the dressing room(s) and who holds a valid first aid certificate. Away Clubs should be accompanied by a therapist as stated above, for the same purpose.

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 Football Association from time to time.

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, Short and Youth Loans.

## **26. PLAYER TRANSFERS BETWEEN CLUBS**

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When Players are transferred (Contract, Non-Contract, Scholars or loan on temporary transfer) between member Clubs (or between member 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 will be placed upon the defaulting Club together with a 1% levy per day on the outstanding payments as detailed in the invoice.

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### **27. PROVISIONFORMEMBERSHIPFORMTOBESIGNEDBYEACHCLUBEACHPLAYING SEASON**

Each member club shall sign a declaration acceptance of these rules and the decisions of the board by the date of the AGM each year.

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### **28. PROVISIONFORFULL&ASSOCIATEMEMBERS**

No provision.

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### **29. PROMOTIONAGREEMENTS**

As per National League System rules.

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### **30. GENERALMEETINGS**

The Annual General Meeting of the League will be held in June each year.

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### **31. MANAGEMENT COMMITTEE**

The competition will be managed by the Board of Directors as per the league Articles of Association.

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### **32. COMPETITION OFFICERS**

The officers of the League shall be the President, Chair, Vice Chair, General Secretary, Treasurer, Fixtures Officer, Registrations Officer, Referees Officer and Discipline Officer.

All officers to be elected at each AGM.

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### **33. COMPLIANCE**

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 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.]

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### **34. SPONSORSHIP ITEMS**

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 competitive and first team matches. In the event of any Club having an existing agreement with a competitor to the Competition's sponsor in respect of match boards, bench kit and other commercial or advertising obligations, they should be entitled to honour that agreement on an on-going basis.

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### **35. MEDIA**

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 (as defined in the Articles), which may be entered into by the Company and will provide all necessary facilities as may reasonably be requested by the Competition or any broadcaster as may be nominated by the Competition

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### **36. INCOME RECEIVED**

Any distribution of any income received by the Company from any source whatsoever shall

be entirely at the discretion of the Board.

[The amount of central funding available for distribution will be agreed by the Board from time to time and will be distributed to Clubs, subject to the Board's discretionary rights above, in the ratio of 70% of the total agreed fund to Clubs in the Premier Division and 30% to Clubs in the North and South Divisions. The Board's discretion not to distribute central funding to a Club or Clubs will extend to, but may not be limited to, Clubs subject to a winding-up petition and/or an Insolvency Event. Payment of central funding withheld under this rule will not be distributed retrospectively.]

### 37. AUDIT

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The Company shall be entitled either directly or through its duly appointed agents to inspect the books, accounts and financial records of any Club and that Club shall make available to the Company all information as may be required from time to time in that respect.

### SCHEDULE A

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#### FEES TARIFF

Rule	Subject Matter	Amount (£)
3.1	Application for membership	
	Premier Division	200.00
	First Division	100.00
3.1	Grading	100.00
3.2	Annual Subscription	300.00*
	*50.00 discount for Charter Standard Clubs	
6.1.1	Registration Forms/Fee	1.50
6.1.1	Re-registration	6.00
6.4.1	Failure to send within 5 days	20.00
6.5.1	Transfer Forms	6.00
13.A.7	Sporting sanctions appeal	50.00
14.7	Match Officials Fees	
	Premier Division Referee	56.00
	First Division Referee	46.00
	Premier Division Assistant	40.00
	First Division Assistant	37.00
	(All inclusive of travelling expenses)	
16.1	Appeal to Board	10.00
16.4	Appeal to The FA	100.00
16.5	Appeal by Player	50.00
16.6	Appeal by Club	50.00
16.10	Arbitration	500.00

#### FINES TARIFF

Rule	Offence	Minimum to Maximum Fine of (£)
2.2	(i) Failure to return Form D questionnaire	20.00 – 80.00
	(ii) Failure to complete Form D	20.00 - 80.00
	(iii) Failure to provide affiliation number	10.00 – 25.00

2.8	Failure to notify change in Memorandum and Articles within 14 days	25.00 – 100.00
2.13	Failure to publish legal name and ownership	25.00 – 100.00
2.15	Failure to notify occurrence of an Insolvency Event	100.00 – 400.00
2.19	Failing to attend any General Meeting.	50.00 – 200.00
3.2	Failure to pay Annual Subscription 7 days after AGM	25.00 – 100.00
4.2	Breaching the Cooling Off period directive	25.00 – 100.00
4.2	Breaching the Allowance for Time Lost – Electronic Boards directive	25.00 – 100.00
4.2	Resigning during the playing season	500.00- 20000.00
4.5	Failure to pay amount due within 14 days	25.00+10% - £100.00+10%
4.8	Failing to attend to business/correspondence	25.00 – 100.00
6.1	Failing to give notice of player status	15.00 – 60.00
6.1.1	Submitting registration form without player's signature	250.00 – 1000.00
6.1.2	Failing to notify change of players status	15.00 – 60.00
6.4	(i) Submission of form other than original	15.00 – 60.00
	(ii) Falsifying a competition form	250.00 – 1000.00
6.4.1	Failure to register 16 players fourteen days before to start of the season	50.00 – 200.00
6.4.4	Player registering for more than one club in the competition	15.00 – 60.00
6.8	(i) Failure to use a board for substitutions in a match	25.00 – 100.00
	(ii) Named substitute not registered but not taking part	15.00 – 60.00
6.9	Playing ineligible Player.	50.00 – 200.00
7.1	(i) Failure to provide details of colours by due date.	25.00 – 100.00
	(ii) Failure to wear registered colours at Home.	25.00 – 100.00
	(iii) Failure to number all shirts	25.00 – 100.00
	(iiii) Failure to have numbers on striped etc shirts on contrasting patch	25.00 – 100.00
7.2	(i) Failure to change relevant item in event of clash	25.00 – 100.00
	(ii) Goalkeeper not wearing kit different to all other Players	25.00 – 100.00
7.4	Failure of Player to wear number in accordance with Team Sheet	25.00 – 100.00
7.5	Captain not wearing armband	15.00 – 60.00
8.4	Failure to play County Cup match midweek	N/A – Saturday competition
8.6	(i) Late kick off	30.00 +2.00 per minute
	(ii) Failure to notify/seek change to kick off time	15.00 – 60.00
8.9	(i) Playing in competition without permission	50.00 – 200.00
	(ii) Failure to notify result to the Competition Secretary	15.00 – 60.00
8.11	Failure to keep ground in good condition	100.00 – 400.00
8.12	Failure to have mobile phone or email operational at all times	25.00 -100.00

8.13	Failure to notify details of match to visiting Club and Match Officials	15.00 – 60.00
8.13	Failure to notify details of match to visiting Club and Match Officials at least five days prior to match	15.00 – 60.00
8.14	(i) Failure to provide acceptable match programme	25.00 – 100.00
	(ii) Failure to provide programme information to hosts when playing away	25.00 – 100.00
	(iii) Non publication of programme	50.00 – 200.00
	(iii) Any Club publication (written or electronic) deemed to bring the Competition into disrepute	100.00 – 400.00
8.15	Failure to carry out inspection procedure in accordance with 14.2	25.00 -100.00
8.16	Failure to notify cancellation or re-arrangement to Match Officials	15.00 – 60.00
8.20	(i) Late Team Sheet	15.00 – 60.00
	(ii) Incomplete Team Sheet	15.00 – 60.00
8.21	Altering Team Sheet after exchange (except for Player injured in warm up)	15.00 – 60.00
8.23	(i) Failure to start with Eleven Players	50.00 – 200.00
	(ii) Failure to play full strength team.	50.00 - 200.00
8.24-8.26	Benches.	25.00 – 100.00
8.27	Failure to adhere to rule having been dismissed from the Technical Area.	25.00 - 200.00
8.28-8.29	Benches.	25.00 – 100.00
8.30	(i) Failure to send result form within 3 days	15.00 – 60.00
	(ii) Failure to complete match result form.	15.00 - 60.00
	(iii) Failure to send detailed report of referee marked 60 or below within 3 days	15.00 – 60.00
8.37	Failure to provide details of match immediately following end of match	15.00 -60.00
8.38	Failure to notify postponement or abandonment	25.00 – 100.00
8.38	(i) Failure to fulfil fixture	50.00 – 1000.00
	(ii) Failure to agree new date of postponed match in time set	25.00 – 100.00
12.9	Resigning during the playing season	500.00- 20000.00
10.7	Failure to submit accounts within nine months of accounting reference date	50.00 – 200.00
14.2	Failure to carry out pitch inspection	25.00 – 100.00
14.7	Failure to pay Match Officials on day of match in dressing room	25.00 – 100.00
14.8	Failure to provide flags	15.00 – 60.00
14.9	(i) Failure to provide suitable Match Balls	25.00 – 100.00
	(ii) Failure to play with Match balls required by the Competition	25.00 – 100.00
	(iii) Failure to provide three match balls to the referee for approval prior to the start of the game	25.00 – 100.00
15	Failure to give notice of resignation by due date	500.00 – 2000.00

18	(i) Failure to return trophy by due date	25.00 – 100. 00
	(ii) Failure to return trophy engraved	25.00 – 100. 00
	(iii) Failure to return trophy in good condition	25.00 – 100. 00
24.1	Failure to insure Players	100.00 – 400. 00
24.2	Failure to implement public liability insurance to required level	100.00 – 400 .00
25	Failure to have medical personnel as stated	25.00 – 100.00
26	Failure to provide information on transfer	25.00 – 100.00
27	Failure to return Membership Declaration	25.00 – 100.00
33	Failure to comply with Commercial Agreement	50.00 – 200.00
34	Failure to use bench kit provided	25.00 – 100.00
35	Failure to allow filming at ground	25.00 – 100.00
37	Failure to allow access to Club books etc	100.00 – 400.00

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## LICENCE CRITERIA ANNEX1

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### 1. LEGAL

#### 1.1 Confirmation of the legal entity that is the Club

1.1.1. By 14 March in a Membership Year a Club must confirm to the Competition its company name and number (if incorporated) and a list of all individuals with a Significant Interest in the Club or the name of the nominee in whose name the membership of the Company is vested (if an unincorporated association) as at the 1 March immediately preceding.

1.1.2. The Criteria will be met where the details provided by a Club complies and accords with information already provided to the Competition.

1.1.3. If a Club fails to provide the information or if the information provided does not comply and accord to that held by the Competition then the Club must explain any differences within a timescale set by the Competition. If the explanation provided by the Club does not satisfy the Competition then the Competition may refuse the Licence, issue a Conditional Licence and or penalise the Club at its discretion.

#### 1.2 The Rules or Articles of Association of a Club are required to meet the provisions of Rules I2.1 to I2.4 of The Association.

1.2.1 The criteria shall be met where the Club's articles or Rules meet the requirements of FA Rules I2.1 to I2.4. The Association shall by 14 March in a Membership Year provide the Competition with a written confirmation as to any Club of which it is aware whose articles or Rules do not satisfy the requirements of Rule I2.1 to I2.4 of The Association.

1.2.2 In cases where non-compliance is identified then a Conditional Licence may be granted such that the Club must amend its articles or Rules within 60 days of being instructed to do so by the Competition. The Club must provide evidence of the changes to the Competition and to The Association for consideration. If the

changes are not made and evidenced to the satisfaction of The Association within the 60 day period then the Club's Licence may be suspended by the Competition with immediate effect until such time as the provisions of FA Rule I2.1 to I2.4 have been met.

## **2. OWNERSHIP AND CONTROL**

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### **2.1 Confirmation of ownership and control**

2.1.1 By 14 March in a Membership Year a Club must provide written confirmation of its ownership and control as at the 1 March immediately preceding together with supporting documentation to evidence the same.

2.1.2 If a Club fails to provide the confirmation by the due date then the Licence may be refused or issued subject to conditions.

## 2.2 Publication of ownership

2.2.1 By 14 March in a Membership Year a Club must provide the Competition with evidence of compliance with Rule 2.13 at the 1 March immediately preceding. Evidence may include copies of pages from the Club's website and copies of the Club's matchday programme.

2.2.2 If a Club fails to provide the confirmation and or the evidence required or has not met the requirements of Rule 2.13 at 1 March immediately preceding then the Club may be issued with a Conditional Licence such that it is directed by the Competition to satisfy Rule

2.13 within 30 days. The failure to comply with this direction so may result in a penalty that may include the suspension of the Licence.

## 2.3 Change of control – National League only

2.3.1 Where a change of control of a Club has occurred in a Membership Year then it must have been assessed by the Competition in accordance with Rule 2.14. Compliance with Rule 2.14 shall be deemed to meet the criteria.

2.3.2 If through any means the Competition becomes aware that a change of control has occurred at a Club in the Membership Year that it has not assessed in accordance with Rule

2.14 then in addition to the powers of the Competition set out at Rule 2.14 the Competition may refuse a Licence, attach conditions to a Licence and / or apply a penalty at the discretion of the Competition.

## 3. INTEGRITY

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### 3.1 Owners' and Directors' Test

3.1.1 By 14 March in a Membership Year a Club must confirm to the Competition that the Club has met the reporting requirements of The Association's Owners' and Directors' Test Regulations as at 1 March immediately preceding in a Membership Year.

3.1.2 If at 1 March the Competition has received a Notice issued by The Association in accordance with the Owners' and Directors' Test Regulations and the Club's membership of the Competition has been suspended at that date then the Licence may be refused.

### 3.2 Interests in more than one Club

3.2.1 By 14 March in a Membership Year a Club must provide a written confirmation in a form determined by the Competition that it satisfies the requirements of Rule 5 as at the 1 March immediately preceding.

3.2.2 In the event that the written confirmation is not provided by the due date then the Club must be subject to a penalty determined by the Competition that may include a fine, Embargo, suspension, refusal of the Licence or the granting of a Conditional Licence.

3.2.3 If at any time during a Membership Year the Competition become aware of a matter to be considered under Rule 5 via the written confirmation provided by the Club or by any other means such that in the opinion of the Competition the breach brings or is likely to bring into question the integrity of the Competition then that Club's Licence may be refused, suspended, withdrawn or a Conditional Licence may be issued.

### 3.3 Management of a Club

3.3.1 If the Competition has determined that as at 1 March in a Membership Year a Club is in breach of Rule 2.11 and or 2.18 such that the Club is to be expelled or excluded from the Competition in accordance with the Rules then the Licence may be refused or a Conditional Licence may be issued.

## **4. FINANCE**

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### 4.1 Annual financial statements

4.1.1 By 14 March in a Membership Year a Club must provide to the Competition a copy of its full annual financial statements for the period of its most recent complete financial year.

4.1.2 The annual financial statements are to be prepared in accordance with applicable legal and regulatory requirements, the rules of the Club, Rule I1.3 or I1.4 of The Association as appropriate and are to be evidenced as having been approved on behalf of the Club by its Board of Directors or Committee and circulated to its members/shareholders.

4.1.3 The Association shall by 14 March in a Membership Year provide the Competition with a written confirmation as to any Club of which it is aware whose annual financial statements for the period of its most recent complete financial year do not satisfy the requirements of Rule I1.3 or I1.4 of The Association.

4.1.4 Where the annual financial statements are not provided to the Competition by the due date or do not satisfy the requirements at paragraph 4.1.2 above then the Licence may be refused or a Conditional Licence issued. The Club may also be subject to a penalty determined by the Competition.

#### 4.2 Filing of annual financial statements – Club companies only

4.2.1 In the case of a Club that is a corporate body (or similar), then that Club must by 14 March in a Membership Year confirm to the Competition that the annual accounts for its latest complete financial year are not overdue for filing at 1 March immediately preceding with regulatory bodies such as the Registrar of Companies at Companies House (or similar).

4.2.2 Where the Competition becomes aware by any means that the annual accounts were overdue for filing at 1 March then the Club must be subject to a penalty determined by the Competition that may include licence refusal or the issuing of a Conditional Licence.

#### 4.3 Football Creditors

4.3.1 By 14 March in a Membership Year a Club must provide a written confirmation in a form requested by the Competition that it is not in default of amounts owed by the Club at the 1 March immediately preceding in respect of Football Creditors. The confirmation must also include any on-going proceedings against the Club in relation to Football Creditors. The Club must provide details of any such proceedings whether through football procedures recognised by the Competition or legal procedures, such as a winding up petition.

4.3.2 This Criterion shall be met where the Competition has assessed a Club and found it to comply with the provisions of Rule 11. The date of assessment shall be 1 March in a Membership Year. Where a Club has reported or the Competition has become aware by any means that a Club has defaulted on payments to Football Creditors then in addition to the powers set out at Rule 11 then the Competition may refuse the Licence, issue a Conditional Licence or suspend the Licence pending the supply of any further information requested by the Competition and for a period as the Competition shall determine.

#### 4.4 PAYE and VAT

4.4.1 A Club must be assessed under the Financial Reporting Initiative in respect of PAYE and VAT. The assessment of a Club and the application of the requirements of the Financial Reporting Initiative to a Club shall be deemed to be compliance with the criteria.

#### 4.5 Evidence of Funding – Step 1 and 2 only

A Club must be compliant with the requirements of Appendix E Budget Monitoring Scheme

and Permitted Loans in relation to the Membership Year.

#### 4.6 Insolvency Event

4.6.1 By 14 March in a Membership Year a Club must confirm to the Competition in writing whether or not it is subject to an Insolvency Event as at the 1 March immediately preceding. If a Club is so subject to an Insolvency Event then the Club may be subject to

assessment by the Competition in accordance with the requirements of Rule 13.B. In addition to the requirements at Rule 13.B the Competition may refuse the licence, withdraw a Licence or issue a Conditional Licence.

4.6.2 Irrespective of the content of paragraph 4.6.1, a Club subject to Insolvency Events (d), (e), (f) or (g) as defined in the Rules is not entitled to hold a Licence and must not be permitted to participate in the Competition from the date of the Insolvency Event. A Licence shall automatically lapse should a Club become subject to Insolvency Events (d), (e), (f) or (g) as defined in the Rules.

## **5. GROUNDS AND SECURITY OF TENURE**

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5.1 At 31 March in a Membership Year a Club must have satisfied the provisions of Rules 2.1, 2.2, 2.3, 2.5 and 2.6.

5.2 Compliance with Rules 2.1, 2.2, 2.3, 2.5 and 2.6 shall be deemed to meet the Criteria.

5.3 A Club that fails to meet the requirements of Rules 2.1, 2.2, 2.3, 2.5 and 2.6 at 31 March may be refused a Licence.

## **6. REPORTING OF CHANGES**

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6.1 A Club is required to advise the Competition in writing of any changes to the application of any of the Licence Criteria to its Licence at any time which might directly or indirectly affect the application of the Licence Criteria. The written notification is to be received by the Competition within three working days of the change occurring.

6.2 If the Competition becomes aware of a change at a Club by any means then the Competition must consider any such change in relation to the application of the Licence Criteria to the Club.

6.3 If a Club fails to advise the Competition of such a change then it may be subject to a penalty determined by the Competition, including and not limited to suspension or withdrawal of the Club's Licence, Embargo or financial penalty or a points deduction.