

The Regulations of The Football League Limited

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Section 1 General

1 Definitions

1.1 The words in bold shall have the following meanings in these Regulations and the Appendices:

'Act' means the Companies Act 1985 and every statutory modification or re-enactment in force from time to time.

'Articles of Association' means the Articles of Association of The League from time to time.

'Artificial Surface' means any playing surface which is not natural grass, predominantly natural grass or intended to be predominantly natural grass.

'Associated Schoolboy' means any Player over the age of fourteen years signed on the appropriate registration forms, such forms having been forwarded to the Office.

'Away Club' means the Club which should play or should have played any Match on the ground of a Home Club.

'Board' means the Board of Directors for the time being of The League.

'Chairman' means the person who from time to time is elected to be Chairman of the Board.

'Clear days' notice' means exclusive of the day on which the notice is served, or deemed to be served, and of the day for which it is given and in respect of receipt of a document by a specified number of 'clear days' prior to a specified event, means exclusive of the day on which the document is received and the day of that event.

'Close Season' means the period of the year outside the Season.

'Club' means any Association Football club which is, from time to time, a member of The League, save that where the context so requires in Section 6 of these Regulations, a reference to a 'Club' shall also include clubs from time to time in membership of The Premier League.

'Contract Player' means any Association Football Player (except a Trainee) who is playing under a written contract of employment with a Club.

'Director' means a member of the Board.

'Executive' means all or any of the Chief Executive of The League and the officers of The League. The Board decides which of The League's employees are deemed to be officers for these purposes.

'Fit and Proper Persons Test' means the provisions set out in Appendix IV.

'Football Association Cup Match' means a match in the Football Association Challenge Cup Competition.

'Football Association Rules' means the rules and regulations for the time being of The Football Association.

'The Football Conference' means the combination of Association Football clubs known as 'The Nationwide Football Conference' or, subject to the approval of the Board, any successor or alternative conference and if such conference shall have more than one division, unless the context otherwise requires, shall mean the premier division of such conference.

'Football League Appeals Committee' means the Committee referred to in Regulation 64.

'Home Club' means the Club on whose ground any Match should be or should have been played or where ground sharing is in operation the Club whose name first appears on the relevant fixture.

'The League' means 'The Football League Limited'.

'League Championship' means the annual League competition for Clubs organised by The League.

'League Match' means an Association Football Match in the League Championship.

'Licensed Agent' has the same meaning as in Appendix III to these Regulations.

'Manager' means the Official of a Club responsible for selecting the Club's first team.

'Member Club' means any Club which is from time to time a member of The League in accordance with The League's Articles of Association and these Regulations.

'Non-Contract Player' means the period of the year commencing with the first League Match and, for each Club, ending immediately after the completion of the Club's final fixture of the League Championship, excluding any Play Off matches.

'Normal Playing Season' means any Club which is from time to time a member of The League in accordance with The League's Articles of Association and these Regulations.

'Office' means the registered office of The League.

'Official' means any Director, club secretary, employee or duly authorised (express or implied) agent of a Club.

'Over 24 Player' means a Player who is entitled to the benefit of Regulation 62.

'Person' means an individual or a company or other unincorporated body.

'Player' means any Association Football player or trainee or associated schoolboy offering to play, playing or having played association football for a Club.

'The Premier League' means The Football Association Premier League Limited.

'Registered Player' has the meaning stated in Regulation 37.

'Regulations' means the regulations of The League from time to time.

'Season' means the period of the year commencing on the date of the first League Match and, for each Club, ending immediately after the completion of the Club's final fixture of the League Championship or, if the Club is participating in the Play-Offs, the final Play-Off match for that Club.

'Secretary' means the Secretary of The League, or a person nominated by the Executive to carry out the functions of the Secretary of The League.

'Trainee' means a Player between sixteen and eighteen years of age inclusive who has signed a Trainee Agreement with a Club and a registration form for Trainees in the manner stipulated by the Board, such document having been forwarded to the Office.

'Tripartite Agreement' means any agreement between The Football Association, Limited and The Premier League and The League relating inter alia to the formation of The Premier League.

'Under 24 Player' means a Player who is not an Over 24 Player.

- 1.2** Wherever in these Regulations reference is made to a director of a Club or other body corporate, such references shall mean director or a shadow director for the purposes of or defined in the Act. However, where a Regulation refers to a director of a Club being entitled to represent that Member Club or being required to sign a particular document on behalf of that Member Club, such reference shall not include a shadow director.
- 1.3** Wherever in these Regulations reference is made to a holding company or to a subsidiary company, such reference shall mean such a company as defined by the Act.
- 1.4** Wherever in these Regulations the computation of time is involved, Sunday is to be reckoned as a day.

2 Alterations to these Regulations

- 2.1** No alteration, deletion or addition shall be made in or to these Regulations except in the manner provided in Article 26 of the Articles of Association.

Section 2 Membership

3 The League

- 3.1** Membership of The League shall constitute an agreement between The League and each Club to be bound by and comply with:
- 3.1.1** these Regulations and the Articles of Association;
- 3.1.2** the Football Association Rules;
- 3.1.3** the Laws of the Game;
- 3.1.4** the Rules and Regulations of any body of which The League is a member;
- 3.1.5** the terms of The Tripartite Agreement insofar as such terms apply to the members of The League for that Season;
- 3.1.6** the terms of any agreement entered into by The League; and
- 3.1.7** the terms of any Cup or other competitions conducted or controlled by The League. each of the aforesaid as altered, revoked or added to from time to time.
- 3.2** Further, for the avoidance of doubt, every Club, by becoming and remaining a member of The League, agrees to compete in the Championship, The Football League Cup, The Football Association Challenge Cup and all other competitions conducted or controlled by The League and in which it is eligible to compete.
- 3.3** Such agreement to have effect from the date of the Club's admission to The League and terminate upon such Club ceasing to be a member (but without prejudice to any rights or claims which may have arisen or arise in respect of acts or omissions prior to such date).

4 Resignation from Membership

- 4.1** A Club may only resign from membership of The League at the end of a Season. Any Club wishing to resign from membership of The League otherwise than by reason of promotion to The Premier League or relegation to The Football Conference shall give provisional notice of its intention to do so by 1 January in the year concerned and shall confirm its resignation by 1 April in that year.

- 4.2** Any Club which is in breach of the provisions of this Regulation shall on demand indemnify The League against all losses, damages, liabilities, costs or expenses suffered or incurred by The League which result directly or indirectly from such breach including, but without prejudice to the generality of the foregoing, any loss of income or profits from any sponsorship or other commercial agreement or arrangement.

Section 3 The League

5 Divisional Structure of The League Championship

- 5.1** Not more than 72 Clubs shall compete in The League Championship. The Clubs from time to time in membership of The League shall be grouped into three divisions, to be known as the First, Second and Third Divisions respectively or such other titles as may be determined by the Board in consultation with Clubs.
- 5.2** The First and Second Divisions shall, subject to the provisions of Regulation 11 (Cessation of Membership) each consist of 24 Clubs. The Third Division shall comprise the remainder of the Clubs then in membership of The League.
- 5.3** Subject to the provisions of the Articles of Association and these Regulations, The League may from time to time and upon such terms and conditions as it may think fit admit any Association Football club as a member or expel or accept the retirement of any member from The League provided always that no member may be expelled without the sanction of a special resolution passed at an Annual or Extraordinary General Meeting of The League. Any casual vacancy occurring in the membership of The League may be filled by the Board.
- 5.4** The numbers of Clubs in each Division can only be changed from 24 with the agreement of any other Division affected by such changes.

6 Competitions Organised by The League

- 6.1** The League shall conduct and in every respect control each Season Football Competitions, being both League and Cup Competitions, to be called The League Championship, The Football League Cup, and such other Competitions as the Board may from time to time determine and at all times safeguard the interest of the Clubs.

For the avoidance of doubt, such competitions may include small sided competitions, or such other competitions, being variants of association football, as the Board may from time to time determine.

- 6.2** All Clubs and the members from time to time of The Premier League shall take part in The Football League Cup. All Clubs that are eligible shall take part in such other Competitions as the Board may from time to time determine each Season. Whenever requested by the Board all Clubs shall take part in any small sided games or other Competitions organised by The League and shall observe the Rules of the relevant competition.
- 6.3** The control of all competitions that the Board may decide to promote shall be vested in the Executive who shall in all ways act as the Management Committee of the Competition and determine the Rules of the Competition.
- 6.4** The Board shall have power to arrange Inter-League or other Match or Matches and to authorise or arrange or control additional Competitions and/or Matches in which Clubs take part as they in their discretion may deem expedient always subject to The Football Association Regulations for the Sanction and Control of Leagues and Competitions with the exception of Football Association and County Football Association Competitions.

For any of the purposes aforesaid they may select such of the grounds and Registered Players of the Clubs upon such terms and conditions as they may think fit. Any Club or Registered Player failing to comply with the directions of the Board under this Regulation shall be guilty of misconduct.

7 Application for and Relegation from Membership

- 7.1** Where any Association Football Club believes that it will be in a position to qualify for promotion from The Football Conference to The League at the end of the Season, that club must, by the 1st March in that Season, lodge with The League such documentation and other evidence as may be required to satisfy The League that it can comply with the Qualification Criteria.
- 7.2** Any Association Football club seeking to be admitted to membership of The League pursuant to the provisions of Regulation 10.1.3 (promotion from The Football Conference) shall apply via the Football Conference to the Secretary as soon as they qualify for promotion from The Football Conference.
- 7.3** At the end of each Season the Clubs occupying the bottom two places of the Third Division of The League Championship shall, in accordance with the Articles of Association and these Regulations, cease to be members of The League and join The Football Conference, save as otherwise provided in Regulations 10 and 11.
- 7.4** At the end of each Season the Clubs occupying the bottom three places in The Premier League shall, in accordance with The Premier League's Articles of Association, Rules and Regulations, be admitted to membership of The League in accordance with the provisions of the Articles of Association and these Regulations. The two Clubs which finish in the highest positions in the First Division of The League Championship,

together with the Club winning the First Division Play-Off of The League Championship in accordance with Regulation 10, in accordance with the provisions of the Articles of Association and these Regulations cease to be members of The League and join The Premier League.

8 Divisional Criteria

- 8.1** The Clubs have adopted the membership criteria and the timescales for both existing Clubs and those who become members of The League in the future, as set out in Appendix I (Criteria), subject to any dispensations granted by the Board.
- 8.2** A Club which does not satisfy the appropriate criteria set out in Part 1 (capacity and seating) by the due date may be expelled from membership of The League. The Board will convene a general meeting within 60 days of the due date and will propose an ordinary resolution for the expulsion of that Club. If the resolution is passed the Club shall cease to be a member of The League on date specified in the resolution. In either passing or not passing the resolution the Clubs may impose conditions on such Club for continued membership of The League.
- 8.3** A Club which does not satisfy the appropriate criteria set out in Part 2 (floodlighting) by the due date will be relegated to a lower Division with floodlighting criteria which the Club satisfies. A Club which does not satisfy the Third Division Criteria may be relegated to The Football Conference. The Board will convene a general meeting within 60 days of the due date and will propose an ordinary resolution for the relegation of such Club to The Football Conference. In either passing or not passing the resolution the Clubs may impose conditions on such Club for continued membership of The League.

- 8.4** A Club admitted to The League under Regulation 10.1.3 (Promotion and Relegation between Division Three and The Football Conference) which fails by the 1st March following admittance as a Member to comply with the Admission Criteria (and is unable to demonstrate to The League's satisfaction that it has the ability to comply by the 30th April) set out in Appendix 1 shall automatically forfeit all points earned by that date such that they shall be automatically relegated to The Football Conference at the conclusion of that Season in accordance with Regulation 7.3.

9 Method of Determining League Positions

- 9.1** At the end of each Season the Club in each Division scoring the highest number of points shall be declared the Champion Club of that Division. Three points shall be awarded for each League Match won. One point will be awarded to each Club for a drawn match. If 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 larger or largest goal difference. If any two or more Clubs have scored the same number of points and have the same goal difference the higher or highest placed Club shall be the Club having scored the most goals in League Matches in that Season.
- 9.2** If two or more Clubs have the same number of points, goal difference and goals scored the highest placed Club shall be determined by the respective League records against each other, taking into account in order of precedence, points gained, goal difference and goals scored. If the above procedures do not separate the Clubs, then the Clubs concerned shall play off a deciding League Match or Matches under arrangements approved by the Board on a neutral ground. The net gate money after deducting the usual match expenses shall be equally divided between the two competing Clubs. Any Club staging such a play off match shall be entitled to charge as an expense against the receipts of the match 10% of the gross gate receipts after deduction of Value Added Tax. In the event of such a match being arranged by the Board to be played on the ground of a Club which is not a member of The League, then a similar charge as an expense against the receipts of the match shall be paid to The League who shall otherwise be responsible for the financial arrangements made with the Club staging the match. These provisions shall determine the ranking of Clubs in their respective Divisions.

10 Promotion, Relegation and Play-Offs

- 10.1** The following provisions shall have effect in relation to the admission of new members of The League and promotion, relegation and retirement:
- 10.1.1 Promotion and relegation between The Premier League and Division One**
- 10.1.1.1** At the end of each Season, The League shall accept into membership the three clubs finishing in the lowest three places in The Premier League, in accordance with the Articles of Association, rules and regulations of The Premier League.
- 10.1.1.2** At the end of each Season, the two Clubs finishing in the highest positions in the First Division of The League shall be promoted to The Premier League in accordance with the Articles of Association, rules and regulations of The Premier League. The four next highest Clubs in the First Division shall take part in a Play-Off Competition. The winner of the Play-Off Competition shall also be promoted to The Premier League upon the same terms.

- 10.1.1.3** The number of Clubs to be promoted and relegated between The Premier League and the First Division shall be determined by agreement between The Premier League and the First Division.
- 10.1.1.4** The two Clubs finishing in the highest positions in the First Division and the winner of the First Division Play-Off Competition shall no later than the 31st May in that Season pay to The League the sum of £165,334 by way of contribution towards the cost of The League making Parachute Payments available to the Clubs relegated from the First and Second Divisions in any one Season in accordance with Article 64.
- 10.1.1.5** For the avoidance of doubt the sums payable under Regulation 10.1.1.4 shall be considered to be sums due to The League for the purposes of Article 69.1.1 and shall not be discharged by reason of the Club ceasing to be a Member of The League by virtue of promotion to The Premier League.

10.1.2 Promotion and relegation between Divisions One, Two and Three

- 10.1.2.1** At the end of each Season, the two Clubs finishing in the highest position in the Second Division and the three Clubs finishing in the highest positions in the Third Division shall be promoted to the next higher Division for the following Season. In addition the four next highest Clubs in the Second Division will take part in a Play-Off Competition and the four next highest Clubs in the Third Division will take part in a Play-Off Competition. The respective winners of the two Play-Off Competitions shall play in the next highest Division in the following Season.
- 10.1.2.2** At the end of each Season the three Clubs in the First Division finishing lowest and the four Clubs in the Second Division finishing lowest shall be relegated to play in the next lower Division in the following Season.
- 10.1.2.3** If there are less than 20 Clubs in the First Division, the number of Clubs to be promoted and relegated between the First and Second Divisions, shall be determined by agreement between the First and Second Divisions. If as a result the number of Clubs in either Division changes, Regulation 5.2 shall apply.
- 10.1.2.4** The two Clubs finishing in the highest positions in the Second Division and the winner of the Second Division Play-Off Competition shall no later than the 31st May in that Season pay to The League the sum of £21,333 by way of contribution towards the cost of The League making Parachute Payments available to the Clubs relegated from the Second Division in any one Season in accordance with Article 64.
- 10.1.2.5** For the avoidance of doubt the sums payable under Regulation 10.1.2.4 shall be considered to be sums due to The League for the purposes of Article 69.1.1.

10.1.3 Promotion and relegation between Division Three and The Football Conference

- 10.1.3.1** At the end of each Season the Champion club of The Football Conference and The Football Conference Runner Up (be that determined on the basis of League position alone or by way of play off competition) shall be eligible to apply for promotion to The Football League, subject to:

- a** such clubs meeting the Qualification criteria as at the 1st March in accordance with Regulation 7.1;
- b** such clubs making application for membership of The League in accordance with Regulation 7.2;
- c** The Football Conference immediately accepting the retiring Clubs as full members thereof; and
- d** the format of the play-off competition (if any) operated by The Football Conference having been approved by the Board in writing by the 30th June prior to the Season in which the play-off competition is to take place.

- 10.1.3.2** If any of the foregoing conditions are not met by one or both of the clubs eligible to apply for promotion, the number of Clubs required to retire from The Third Division may, in the Board's absolute discretion, be reduced accordingly and no other Clubs from The Football Conference shall be eligible to join The League for the ensuing Season.

- 10.1.3.3** Any Club admitted as a Member of The League in accordance with this Regulation 10.1.3 shall have until the 1st March following their admittance as a Member to ensure that the ground at which they play their home games complies with the Admission Criteria set out at Appendix 1.

- 10.1.4 Conduct of Play-Off Matches.** The Executive shall determine and shall, from time to time, be entitled to vary the format, timing and venues of and all other rules and regulations relating to the Play-Off Competitions referred to above save as follows:

- 10.1.4.1** For all matches the Home Club will send The League details of its match arrangements and admission prices on the form(s) required by the Executive.
- 10.1.4.2** The Home Club may not change its normal League admission charges without the written agreement of the Away Club. Any disagreement between the Clubs shall be determined by the Executive;
- 10.1.4.3** In all Play-Off matches the expenses of the match shall include travelling and/or hotel expenses of Players and Officials of the Away Club. Such expenses shall be limited to those incurred for a party not exceeding twenty in number. The Away Club shall be entitled to claim 2nd class railway fares and hotel expenses (at the rate and as determined by the Executive from time to time, per person per night or a maximum where there is no overnight stay) if incurred. Motor coach hire may be claimed in lieu of railway fares.
- 10.1.4.4** In all Play-Off matches 50% of the net gate receipts shall be paid into the Pool Account referred to in Article 54 of the Articles of Association;
- 10.1.4.5** In all play-off matches apart from the final play-off matches the remaining 50% of the net gate receipts shall also be aggregated, Division by Division, and each Division's aggregated monies shall be shared equally amongst the four Clubs taking part in that Division's play-off matches. In the final play-off matches the remaining 50% of the net gate receipts shall be divided equally between the two Clubs taking part in each final play-off match.

11 Replacement of Clubs Ceasing to be Members

11.1 Admission of new Clubs. For so long as the number of Clubs in The League shall be 72 or more no new club shall be admitted as a member of The League to replace a Club ceasing to be a member. In the event of the number of Clubs falling to below 72 the Board shall be empowered to admit clubs as new members up to a maximum number of 72 Clubs. Such new members shall only be admitted prior to the beginning of a Season, and shall play in the Third Division in their first Season.

12 Retirement and Admission of Clubs

12.1 Clubs retiring from The League pursuant to Regulations 10 and 11 shall retire with effect from the end of the relevant Season, whereupon new Clubs taking their places shall be admitted and be deemed to have been formally elected as members of The League. With effect from such time any new Club shall become entitled to receive a transfer of and to exercise the rights attaching to such share in The League held by the retiring Club as the Board shall direct and each of the retiring Clubs shall procure that, with effect from such date and until the respective transferee Club has been registered as the holder of its share in the Register of Members of The League, the rights attaching thereto shall be exercised in such manner as such transferee Club shall direct.

12.2 Cessation of membership. If any Club ceases to be a member of The League for any reason (including, without limitation, pursuant to Article 4 of the Articles of Association or by way of relegation or expulsion for disciplinary reasons):-

12.2.1 during any Normal Playing Season, its playing record shall be expunged and the number of relegation places from the relevant Division for that Season shall be reduced by the number of Clubs ceasing to be members;

12.2.2 during the period between the end of the Normal Playing Season and the conclusion of the last Play Off Match for that Season, its playing record shall not be expunged but the number of relegation places from the relevant Division for that Season shall be reduced by the number of Clubs ceasing to be members; or

12.2.3 during the period between the conclusion of the last Play Off Match and the start of the following Season, its playing record shall not be expunged but the number of relegation places from the Division in which a Club would have played but for its cessation of membership, shall be reduced by the number of Clubs ceasing to be members and, during that Season, the relevant Division shall operate with a reduced number of Clubs.

12.3 Sporting Sanctions Introduction

The following rule provides for how sporting sanctions will be applied to Clubs undergoing an insolvency event and also makes provision for an appeals mechanism, but only on the grounds of 'Force Majeure'. The provisions are intended to apply in respect of insolvent restructuring and not, for example, in the event of a Scheme of Arrangement which is required as part of a solvent restructuring.

By way of clarification the following are identified as circumstances which it is intended would be embraced under the category of 'Force Majeure'. It is intended that this appeals process should be limited to circumstances which are deemed unforeseeable and unavoidable. In all these examples, each case would have to be considered on its own merits:

Club Income: In the event that a club suffers material adverse effects upon the loss of anticipated income streams which mean that it is unable to meet its liabilities as and when they fall due. This could only be grounds for appeal, however, if the loss occurs during the currency of a binding agreement (ie not upon expiry);

Default by another Club: In circumstances where an insolvency event is caused by the default of another football club. Once again, however, for this to constitute legitimate grounds for appeal, the outstanding payments must be significant enough to have had a material and adverse effect upon the Club.

12.3.1 With effect from the 10th May 2004, if any Club shall: -

- a have a manager, receiver or administrative receiver appointed in respect of that Club or any part of its undertaking or assets;
- b have an administration order made in respect of that Club;
- c have a winding-up order made in respect of that Club;
- d pass a resolution for the winding-up of that Club;
- e enter into any arrangement with its creditors or some part of them in respect of the payment of its debts or part of them as a company voluntary arrangement under the Insolvency Act 1986 or Scheme of Arrangement under the Companies Act 1985; or
- f 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;

that Club shall be deducted 10 points.

12.3.2 Where the Club takes or suffers such action as set out in Regulation 12.5.3:-

- a at any time during the Normal Playing Season, the points deduction shall apply immediately;
- b outside the Normal Playing Season, the points deduction shall apply in respect of the following Season such that the Club starts that Season on minus 10 points.

12.3.3 If any club relegated to the League from The Premier League (in accordance with the Rules of The Premier League) whilst it was a member of The Premier League, took or suffered any such action as set out in Regulation 12.3.1 of these regulations at any time following the end of the season (as defined in the Rules of

The Premier League) but before it becomes a member of The League, then that club, upon being accepted as a member of The League in accordance with Regulations 7.4 and 10.1 shall suffer a deduction of 10 points, such points deduction to apply in respect of the following Season such that the Club starts that Season in Division One on minus 10 points.

12.3.4 For the avoidance of doubt, where a Club is subject to more than one of the procedures in Regulation 12.3.1 above during a process of compromising its creditors (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 procedure.

The League shall serve the Club with written notice of the points deduction (the 'Notice'). Article 71 shall apply as to the timing of receipt of such Notice.

- 12.3.5** A Club may only appeal against an automatic deduction of points on the ground that the insolvency proceedings arose solely as a result of a Force Majeure event (the 'Appeal').

For the purposes of this Regulation 12, 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.

- 12.3.6** Any Appeal must be in writing and be received by the League at its registered office no later than 7 days after The League serves the Notice. The Appeal must contain a statement setting out the grounds of appeal and provide copies of any documentation upon which the Club intends to rely in support of the Appeal.
- 12.3.7** The Club must also lodge with the Executive, at the same time as the Appeal, a deposit of £5,000 in respect of the costs of the appeal.
- 12.3.8** Upon receipt of the Appeal the Executive shall refer the matter to a Sporting Sanctions Appeal Panel (the SSAP) by delivering to the Chartered Institute of Arbitrators (or such other body as the Board may from time to time determine) five copies of the appeal documents.
- 12.3.9** The SSAP shall consist of three Arbitrators, one of whom must be a barrister of at least 5 years call who will act as Chairman of the SSAP, each to be appointed by the Chartered Institute of Arbitrators (or such other body as the Board may from time to time determine).
- 12.3.10** The League shall, immediately upon receipt of the Appeal, instruct a firm of independent accountants to carry out a review of the Club's activities for the purposes of preparing an independent report into the circumstances surrounding and leading up to the entering into insolvency proceedings. The Club shall meet the costs of preparation of that report in any event. The report shall be provided to the Club, the SSAP and The League.
- The SSAP shall take into account the contents of that report when determining whether the insolvency proceedings arose solely as a result of a Force Majeure event.
- 12.3.11** Both the Club and The League shall be entitled to make representations to the SSAP. The SSAP shall hear any appeal within 21 days of the lodgement of the Appeal.
- 12.3.12** The SSAP shall have the power to:-
- a confirm the deduction of ten points; or
 - b set aside the deduction of ten points and substitute a deduction of such lower number of points as it shall deem appropriate; or
 - c order that there shall be no sanction at all.

- 12.3.13** The decision of the SSAP shall be final and binding. Any costs incurred by any party in proceedings brought before the SSAP shall be met by the Club in any event and shall be considered as a sum due to the League for the purposes of Article 70.

Section 4 Clubs

13 Registration of Ground

- 13.1** Each Club shall register its ground with the Executive and no Club shall remove to another ground without first obtaining the consent of the Board.
- 13.2** The dimension of the field of play for all League organised matches shall be as follows:

Maximum length 120yds	(110 metres)
Minimum length 110yds	(100 metres)
Maximum width 80yds	(75 metres)
Minimum width 70yds	(64 metres)

- 13.3** Clubs must register their pitch dimensions with the Executive prior to the start of each Season. It will be misconduct on the part of a Club to alter its pitch dimensions during a Season unless with the prior written consent of the Executive. The Executive may at any time require a Club to submit a report from a qualified independent source certifying the pitch dimensions.
- 13.4** Each Club shall take all reasonable steps to maintain its pitch in good order. The Executive may require a Club to take such steps as the Executive shall specify if not satisfied that an adequate standard of pitch is being maintained, including but not limited to the Executive commissioning an independent report on the state of the pitch by a Club, the cost of such independent report to be borne by the Club concerned.
- 13.5** Where a Club registers a ground and the playing surface may or will be used other than for association football, the Club must provide full details of the intended use at the start of each Season and reasonable notice of any additional use or changes to the details already provided, during the course of the Season. This information must be provided on the appropriate League form.

14 Covered Stadia

- 14.1** No League Match shall take place at any stadium covered or partially covered without the prior written consent of the Executive after full consultation with all Clubs.
- 14.2** Any Club proposing to cover or partially cover its stadium shall be required to submit outline plans and the copy of the planning application prior to such planning application being submitted to the appropriate statutory authority.

15 Synthetic or Artificial Grass Surfaces

- 15.1** No League Matches shall be played on an Artificial Surface.

16 Clubs' Financial Records

- 16.1** All Clubs shall keep their financial records in accordance with the provisions of The Football Association Rules and the Executive may arrange for an inspection of all such books.
- 16.2** All Clubs must forward a copy of their audited Accounts and Balance Sheet to the Executive each year, not later than ten months from the end of the Club's financial year.
- 16.3** Payments for tickets sold by an Away Club together with details of tickets sold and the

return of unsold tickets, must be made to the Home Club within five working days of the date of the match taking place. Any Club making late payment shall pay interest to the Home Club at the rate 5 per cent per annum over Barclays Bank base rate in force from time to time calculated on a daily basis, on the outstanding sum from the due date to the actual date of payment to the Home Club.

17 Independent Football Commission

- 17.1** In meeting the Code of Best Practice implemented by The Independent Football Commission, all Clubs must publish a Customer Charter, and provide financial reporting and accountability agreed between The Football League, The Football Association and The FA Premier League, subject to any dispensations granted by the Board.
- 17.2** A copy of the customer charter and any amendments made thereto shall be furnished to The League by each Club and shall be made available to the public through all usual Club publications and their web site.
- 17.3** In order that The League may comply with its obligations to provide the Independent Football Commission with details regarding Clubs' performance against their charters, each Club shall:
- 17.3.1** submit a report by 30 June annually each year to The League. The report shall detail how each of the policies outlined in the charter have been implemented and the extent to which each has been achieved; and
- 17.3.2** comply promptly with any request for information made by The League.
- 17.4** The League will report annually to The Independent Football Commission, and undertakes to disseminate best practice for the benefit of all Clubs.

18 Undertakings to be Given by Club Employees

- 18.1** All Clubs must incorporate in any contracts of employment with their employees, including Players, an undertaking on the part of the employee not to bring The League 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, the Rules of the FA Premier League or these Regulations.
- 18.2** Without prejudice to the generality of Regulation 18.1, all Clubs must ensure that they, and where appropriate any Officials of that Club, comply with the obligations of the Fit and Proper Persons Test.

19 Changes of Directors at Clubs

- 19.1** Within fourteen days of 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 Office.
- 19.2** The Club shall ensure that the incoming director shall complete and sign a declaration prescribed by the Executive under Regulations 80 to 85.

20 Club / Employees Relationships

- 20.1** No Club shall take any steps (either directly or indirectly through any third party, including the making of statements to the media) to induce or attempt to induce another Club's employee to terminate his contract of employment with that other Club, whether or not such termination constitutes a breach of that contract.

- 20.2** No Club shall (either directly or indirectly through any third party) make contact with or enter into negotiations relating to the employment of another Club's employee.
- 20.3** The only exception to this Regulation is where the Club has obtained the prior written permission of the Chairman (or in his absence, a director or the Secretary) of that other Club. Any such permission must set out any conditions attaching to it.

Section 5 Fixtures

21 Requirement to Play Full Strength Sides in League Matches

- 21.1** Each Club shall play its full strength in all Matches played under the auspices of The League unless some satisfactory reason is given. In the event of the explanation not being deemed satisfactory the Board shall refer the matter to the Football Disciplinary Commission which has the power to impose such penalties as it shall think fit.

22 Misconduct in Pre-arranging the Result of Matches

- 22.1** 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 League or in which the Club participates by reason of membership of The League shall be deemed guilty of misconduct.

23 Administration and Arrangement of Fixtures

- 23.1** All League Matches shall be arranged as soon as practicable. The copyright in all lists of arrangements of such fixtures shall be vested in The League.
- 23.2** Any dispute between two or more Clubs as to the arrangement of League Matches shall be referred to and decided by the Executive. All re-arrangements of League Matches must be submitted to and approved by the Executive.
- 23.3** Dislocation of League Matches from any cause whatever shall be immediately reported to the Executive by the Clubs concerned and it shall be the duty of the Home Club in each instance immediately to notify the appointed Referee and Assistant Referee of such dislocation.

24 Kick-off Times

- 24.1** Save as provided in regulation 24.2 the Home Club shall fix the time of kick-off between 12.00 noon and 3.15 pm for Saturday matches and not later than 8.00 pm for midweek and Bank Holiday matches. Once the kick-off time has been fixed, any amendment or variation thereto can be made only by agreement with the Away Club and with the approval of the Executive.
- 24.2** The Executive shall permit a total of three matches to be rearranged from a Saturday date to a preceding Friday or the following Sunday and by prior agreement with the Away Clubs, providing always that in determining the three relevant clubs under this Regulation, no account shall be taken of clubs appearing in televised games.
- 24.3** Re-arrangements authorised by the Executive under the provisions of Regulation 24.2 are subject, both as to date and time of kick-off, to the consent of the Away Club.
- 24.4** Home Clubs shall advise the Away Club and Match Officials of the date and time of kick-off at least seven days prior to the date of the Match concerned, and the Referee and Assistant Referees must acknowledge the receipt five days before such Match.

24.5 All kick-offs must adhere to the time advertised by the Home Club; Clubs and Referees must report any delays to the Executive. It is the responsibility of the Away Club to organise its travel arrangements so as to ensure that it arrives in sufficient time to enable the advertised kick-off time to be adhered to.

24.6 Should a kick-off at 12.00 noon or earlier necessitate the Away Club incurring overnight hotel expenses, the Away Club shall be entitled to claim the hotel expenses incurred (at the rate and as determined by the Executive from time to time, per person per night for a party not exceeding twenty in number) against the gross gate, any dispute to be determined by the Executive.

25 Postponements and Abandonments - Procedures for Re-arrangement and Refunds

25.1 In the event of any League Match not being played owing to Football Association Cup Matches, weather or other causes over which neither Club has any control or being ordered to be replayed it shall be played on a date to be mutually arranged, but at the earliest reasonable opportunity. Both Clubs shall notify the Executive of such arrangements within seven days of the postponement being identified, for the approval of the Executive. Any League Match not so arranged shall have its date fixed by the Executive.

25.2 Notwithstanding the provisions of Regulation 25.1, the Executive reserves the right at any time to reschedule a League Match after consultation with and consideration of representations from the Clubs involved.

25.3 Every Club must have a publicly stated policy regarding ticket refunds or other arrangements for abandoned Matches.

25.4 When a League Match is postponed or abandoned the Visiting Club shall be entitled to receive from the Home Club out of the gate of either game, one set of travelling and/or hotel expenses (at the rate and as determined by the Executive from time to time) necessarily incurred by a party not exceeding twenty two and which in the opinion of the Executive are caused solely by the postponement or abandonment. This amount shall be a charge against the gate when calculating the 3% Pool under Article 56.1.

26 Testimonials

26.1 A Club may, at its discretion and with the prior consent of the Executive, allow the use of its ground for the purpose of a testimonial match to be arranged on behalf of any Player who has completed ten years or more in the service of the Club.

27 Re-arrangement of FA Cup Ties

27.1 Football Association Cup Matches which from any cause are not decided on the dates for which they are scheduled, must be played on dates other than Saturdays except with the approval of the Executive.

28 Penalty for Non-fulfilment of Fixture Obligations

28.1 Any Club failing to fulfil its fixture obligations in respect of any match under the jurisdiction of The League on the appointed date or dates or causing the Board to suspend any fixture shall be deemed guilty of misconduct, unless the circumstances giving rise to such failure are outside the control of the Club and could not have been reasonably foreseen or reasonably anticipated and remedied prior to the match. Every Club shall carry out regular and appropriate maintenance and checks to ensure that its safety certificate is not suspended or withdrawn.

28.2 The Club failing to fulfil its fixture or causing the Board to suspend such fixture shall be liable to pay compensation for any expenses actually incurred by the opposing Club as a direct result of the failure or suspension. The amount of compensation will be at the discretion of the Board who will consider every such case on its merits. The Board may refer the amount of compensation to be paid to the Football Disciplinary Commission appointed under Regulation 75 dealing with the misconduct by the Club failing to fulfil its fixture or causing the Board to suspend the same.

29 Clubs not to Arrange Activities to Interfere with Championship Fixtures

29.1 Except where these Regulations provide otherwise, Clubs must give priority to League Matches whether home or away. This means that a Club must not allow any matches or activities to interfere with or take precedence over League fixtures required to be played in accordance with these Regulations.

30 Conduct of Matches

30.1 Behind closed doors. Save with the consent of the Executive or as a consequence of any disciplinary or regulatory proceedings, no Club may play any League or Cup Match behind closed doors so that the public are excluded from the ground.

30.2 Duration of Matches. All League Matches shall be of 90 minutes' duration but any League Match which from any cause whatever falls short of 90 minutes' duration may be ordered to count as a completed fixture or be replayed in full or in part on whatever terms and conditions the Executive shall in their absolute discretion determine and shall be played in compliance with these Regulations and the Football Association Rules respectively and under the Laws of the Game as approved by the International Football Association Board. In the event of conflict between any such Rules, Regulations and Laws as aforesaid, the Football Association Rules shall prevail.

30.3 Duration of half-time interval. In all League Matches the half-time interval shall be fifteen minutes.

30.4 Substitute Players. In all League Championship Matches, each team is permitted up to five substitutes of whom not more than three may take part in the Match. All substitutes must be nominated and included on the official Team Sheet handed to the Referee prior to the Match. Not more than three Players of each Club may warm up or warm down at the same time on the perimeter of the pitch on which the Match is being played

30.5 List of Players to be handed to Referee. The Captain accompanied by the person in charge of his team on the day (ie the Manager or Assistant Manager if present) must hand copies of a list of names of Players taking part in the game (including the name of the nominated substitute or substitutes) to the Referee and a representative of the opponents in the presence of the Referee in his dressing room at least 60 (sixty) minutes before the advertised time of kick-off. The list shall indicate the full names of Players and shall indicate the colour of the Goalkeeper's shirt.

30.6 Replacement of injured Players prior to kick-off. Should any nominated Player or substitute sustain an injury or become otherwise incapacitated after the submission of the team sheet to the Referee and before the kick-off, he may be replaced; the Referee shall be informed. Should there be any other extenuating circumstances which require a nominated Player or substitute to be replaced during the aforementioned period, the Referee shall allow such replacement and report the full circumstances to the Executive. The Executive shall then initiate any inquiries he may deem fit so as to satisfy himself as to the bona fide nature of the replacement.

30.7 Numbering of Players' Shirts. When playing in a Match each Player shall wear a shirt on the back of which shall be prominently displayed his shirt number and above that his name. At the start of each Season each Club must provide to the Executive on the appropriate form details of shirt numbers allocated to each squad Player. Each Player will retain his designated number for the Season unless he leaves the Club in which case his number may be re-allocated to a new Player. Each time a squad number is allocated during the Season the Club must provide full details on the appropriate form.

30.8 Numbering of Players' Shorts. Player's shorts must be numbered to correspond with the number on his shirt. The number will be on the front left leg of the shorts, measure no more than 4 inches and be clear and visible.

30.9 The size, style, colour and design of shirt numbers and lettering appearing on a Player's shirt and shorts shall be determined by the Executive from time to time.

30.10 The Executive may vary regulations 30.7 and 30.8 in relation to a particular Division.

30.11 Player's Equipment - Safety. All jewellery, with the exception of a wedding ring, must be removed. Wedding rings must be rendered safe by taping to the satisfaction of the Referee. Match Officials will also incorporate a footwear inspection into the pre-match safety check of Players' equipment. This will take place in the tunnel immediately prior to the Match. The Referee's decision is final under this Regulation and he will not allow any Player to enter onto the pitch in breach of this Regulation.

30.12 Identification of team captain. The Captain shall wear a distinguishing armband, provided by The League, to indicate his status.

30.13 Clubs to take field of play together. For all matches under the jurisdiction of The League, Clubs shall be required to take the field of play together preceded by the Match Officials not less than 5 (five) minutes before the advertised time of kick-off.

31 Facilities to be Provided

31.1 Trainer's bench facilities and conduct thereon. All Clubs must provide separate areas adjacent to the pitch for the exclusive use of team officials and substitute Players (and any substituted Players) for both the Home and Visiting Club. These areas shall have direct access to the pitch, shall be under cover and shall contain eleven seats. The layout, facilities and viewing positions for the Visiting Club bench shall be the same as for the Home Club. The following rules apply:

31.1.1 only those team officials and substitutes (and any substituted Player) listed on the team sheet are permitted to sit on the trainers' bench;

31.1.2 Clubs must clearly indicate on the team sheet the team official responsible for the conduct of personnel on the trainers' bench;

31.1.3 With the exception of the team manager, the team coach, substitutes who are warming up or any Players who are warming down, all other personnel are to remain seated on the trainers' bench.

31.1.4 the team manager or the team coach is allowed to move to the edge of the Technical Area to issue instructions to his team, but must then return to the trainers' bench; and

31.1.5 all such personnel must comply with any instruction under this regulation from any of the Match Officials, including the Reserve/Fourth Official.

31.2 Facilities for visiting supporters

31.2.1 Each Club must make provision for at least 2000 visiting supporters at every home match or such number as represents 10% of the Club's certified capacity, if less than 2000. The Executive may, on the prior written application of a Club, suspend this Regulation or reduce the figure either for a particular League Match or for a period of time.

31.2.2 Clubs are required to sell tickets for their away matches if required to do so by the Home Club.

31.2.3 For League matches only, the Away Club shall be entitled to a commission representing 5(five) per cent of the aggregate sales (exclusive of VAT) of tickets sold on behalf of the Home Club, unless otherwise agreed between the Clubs. The Away Club shall submit a VAT invoice, in respect of the commission due, to the Home Club within five working days of the date of the match taking place.

31.2.4 The Away Club may charge a booking fee or transaction charge to the customer providing this is exactly the same in every respect as that which it charges for tickets to its own home matches.

31.2.5 No Club shall charge higher admission prices for visiting supporters for accommodation comparable with or inferior to that used by supporters of the Home Club. For the purposes of this Regulation accommodation shall be ranked in the following order:

- covered seating
- uncovered seating or covered terracing
- uncovered terracing

If the visiting supporters have use of the only standing area in the ground, the admission prices charged for this area must be at least 10 per cent lower than the price charged for the cheapest covered seats. These arrangements do not apply to designated family sections.

31.2.6 Concessionary admission prices for senior citizens and children, discounts and special promotions for one match only, if available to supporters of the Home Club, must also be available on a similar basis to visiting supporters.

31.2.7 At every home match, a minimum of 10 per cent of the total disabled spectator accommodation must be made available to disabled supporters of the Away Club.

31.3 Match videos. Upon request the Home Club shall provide to the Visiting Club, the Match Referee and The League, free of charge, a VHS video recording of any Match played under the jurisdiction of the League on the day of the Match or no later than 72 hours after such Match. The Visiting Club shall not be permitted to duplicate any footage of such Video for financial gain without first obtaining the written permission of the providing Club and of The League.

31.4 Giant Screens. Except with the prior written consent of the Executive, giant screens or the like at a Club's ground shall not be used to relay to spectators closed circuit pictures of the Match at which they are present. Any consent given under this Regulation shall be subject to the following conditions:

31.4.1 the screen shall be located so that it does not interfere with the Match at which it is used or distract the Players and Match Officials;

- 31.4.2** it shall be operated by a responsible person who is fully aware of the conditions covering its use;
- 31.4.3** the screen may be used to show live action and, when the ball is not in play, action replays of positive incidents
- 31.4.4** The screen shall not be used to show:
- 31.4.4.1** action replays of negative or controversial incidents;
 - 31.4.4.2** any incident which may bring into question the judgement of any Match Official;
 - 31.4.4.3** the area of the trainers' bench;
 - 31.4.4.4** until substitute boards have been displayed, pictures of any substitute Player warming up or preparing to enter the field of play;
 - 31.4.4.5** any material which would tend to criticise, disparage, belittle or discredit the League, any Club or any Official, Player or Match Official or to bring the game into disrepute.

32 Attendance of Qualified Medical Practitioner/Physiotherapist at Matches

- 32.1** It is the responsibility of the Home Club in matches played under the jurisdiction of The League to ensure that a qualified Medical Practitioner is in attendance throughout the Match. The Home and Away Club shall each have a Physiotherapist, who shall be either chartered or have passed The Football Association two year Treatment of Injury Course, in attendance throughout the Match. Only those qualified as above shall be permitted to attend Players or Officials on the field of play. In exceptional circumstances an unqualified official may assist. Where a Club employs directly or by consultancy one or more Physiotherapists then the Senior Physiotherapist must be either chartered or have passed The Football Association two year Treatment of Injury Course.
- 32.2** All Clubs shall ensure that any Player having left the field of play with a head injury shall not be allowed to resume playing or training without the clearance of a qualified Medical Practitioner. The same provision shall apply where a head injury is sustained in training.
- 32.2.1 Club Doctors.** From the commencement of Season 2002/2003, all newly appointed Club Doctors (not previously having held an appointment as a Club Doctor with a Club in The League or The Premier League), are required to hold a Diploma in Sports Medicine or an equivalent higher professional qualification.
- 32.2.2** Club Doctors must fulfil a programme of Continual Professional Development (CPD) as determined from time to time by the profession; to attend education conferences and seminars organised by The Football Association and to support the medical education functions of The Football Association.
- 32.3** For all matches at any level, other than the above, there must be in attendance a holder of a Football Association approved Emergency Aid Certificate.
- 32.3.1 Club Physiotherapists.** From the commencement of Season 2004/2005, all newly appointed Senior Physiotherapists are required to be Chartered Physiotherapists.
 - 32.3.2** From the commencement of Season 2006/2007, all newly appointed Senior Chartered Physiotherapists will also be required to hold The Football Association's Post Graduate Diploma in Football Sports Medicine.

- 32.3.3** An Assistant Physiotherapist employed by a Club shall be a Chartered Physiotherapist or hold The Football Association's Diploma in the Treatment and Management of Injuries.

32.4 Crowd Doctors. Any doctors employed as Crowd Doctors must have successfully undertaken the 2 one day FA courses in Immediate Medical Care or Pre-Hospital Care or equivalent and any doctors thereafter appointed as Crowd Doctors must possess The Diploma in Immediate Medical Care or its equivalent.

33 Notification of Results and Referees' Marks

- 33.1** Clubs must send the results of League Matches with the names of the Players competing therein together with marking of the Referee's performance, to the Executive within six days of each League Match.

34 Championship Trophies and Medals

- 34.1** The Club declared the Champion Club of each Division shall hold the Championship Trophy of that Division until the next Season's League Championship Competition is concluded. When the winners of the trophies shall have been ascertained they shall be handed over to such winners who shall return the same to the Executive on or before 1 May in the following year in like good order and condition, provided always that the winning Club shall, from time to time throughout the year, on request from The League, release the trophy to The League for such purposes as The League shall require. The League shall present to the Championship Club of each Division 21 souvenirs comprising 16 for the Players, one for the chief administrator/club secretary, one for the Manager, one for the Physiotherapist and two for Staff other than Players. It shall be the responsibility of the Club to determine to which of its Players the souvenirs should be presented. Additional souvenirs may be presented with the consent of the Executive.

35 Registration of Playing Colours

- 35.1** During the Close Season, the Executive shall obtain from each Club, in writing, details of its colours (shirts, shorts and stockings) and shall inform all other Clubs, Referees and Assistant Referees of such details. The colours so registered by each Club shall be worn for all Home Matches during the next following Season and no changes either in the colours or combination of colours shall be permitted during the course of the Season. Notwithstanding the aforementioned, each club is authorised on one occasion per season to play a Home match in an 'away' or 'alternative' strip.
- 35.2** When away from home Clubs will play in colours (shirts, shorts and stockings) which are clearly distinguishable from those of their opponents.
- 35.3** When playing on neutral ground Clubs will determine either by agreement or the toss of a coin which of them should be deemed to be the Home Club.
- 35.4** The colour of the Goalkeeper's shirt must, in all cases, be clearly distinguishable from the colours of the shirts worn by the Match Officials and all other Players.
- 35.5** In adverse weather conditions the Goalkeeper may wear tracksuit trousers acceptable to the Referee.
- 35.6** 'Shirt' in the context of this Regulation shall also include 'Jersey' where applicable.
- 35.7** The colours of clothing worn by ballboys must not clash with the colours of either of the competing Clubs.

35.8 Both sleeves of the shirts of all Players in matches played under the jurisdiction of The League shall carry a Football League logo. There shall be no form of words, advertising, badge or other logo above or below the Football League logo except as permitted by the Executive.

Note Clubs are reminded that shirt advertising must comply with F.A. Rules.

36 Referees and Assistant Referees

36.1 The Executive shall compile each Season a list of Referees and Assistant Referees selected from the National Lists of Referees and Assistant Referees respectively. Assistant Referees shall be registered as Level 3 Referees with a County Football Association and actively engaged in refereeing senior competitions.

Section 6 Players

37 Registration of Players

37.1 A Registered Player is one who has signed a joint Football League/Premier League registration form (such signature to be witnessed by a second person) and who has been registered and approved by The League. No Player may play in any competition organised by The League unless and until he has been so registered. It shall be the responsibility of all Clubs playing in any competition organised by The League to ensure that all Players are so registered. Failure to do so constitutes misconduct. An additional copy of such registration form shall at the same time as a copy is despatched to The League be despatched to The Football Association.

37.2 Subject to Regulation 37.4 a Player will only be eligible to play in a match organised by The League if the appropriate forms for his registration or the transfer of his registration are received (including by facsimile) and found to be in order by the Executive by 12.00 noon on the last normal working weekday prior to the date of such match.

37.3 Subject to Regulation 37.4, a Player will only be eligible to play in a match organised by The League if the appropriate forms for his short loan transfer are received (including by facsimile) and found to be in order by the Executive at least three hours before the match. However, if the match is played on a Sunday the deadline is 12.00 noon on the preceding Saturday and if the match is played on a Bank Holiday, the deadline is 12 noon or, if earlier, 3 hours before the match.

37.4 After 5.00pm on the fourth Thursday in March in each Season registrations and transfers of registrations may, except as permitted in Regulation 37.5, be declined or will only 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 League Matches for which permission is granted by the Board.

37.5 A Club may register a loan transfer of a goalkeeper after the transfer deadline specified in Regulation 37.4 in accordance with Regulations 37.3 and 49.

38 Breach of Conditions of Registration

38.1 Failure to comply with any of the conditions relating to a registration will render the Player ineligible to play for the Club concerned as not being a Registered Player.

38.2 Any Club playing an unregistered Player in a League Match may have three points deducted from its score and/or be liable to such other penalty as the Board may decide.

38.3 Any Club playing, in a match under the auspices of The League, a Player who is under

suspension by The Football Association may have three points deducted from its score and/or be liable to such other penalty as the Board may decide.

39 Types of Registration

39.1 The following types of registration are permitted by The League:

Full Contract	Regulation 55
Non-Contract	Regulations 51 and 52
Multiple Monthly	Regulation 54
Short Loan	Regulation 48.1
Long Loan	Regulation 48.2
Football Academies	Regulation 53
Centres of Excellence	Regulation 53
Scholarship scheme	Regulation 53
Associated Schoolboys	Regulation 53
Trainees	Regulation 53

39.2 The documents of registration and of transfer of registration of a Player must be in the forms prescribed and issued by The League and not otherwise.

39.3 A copy of those parts of these Regulations which are applicable must be handed to the Player at the time of signing.

39.4 No Club, Official, Player or Licensed Agent (or their respective employees or agents) shall make or offer to make any payment whatsoever in cash or in kind to Players or their families or any other person as an inducement to sign other than those provided for in these Regulations. Any Club, Official, Player or Licensed Agent in breach of this Regulation shall be guilty of misconduct.

39.5 Any Club which is in breach of this Regulation shall be liable to expulsion by the passing of a special resolution to that effect at any Annual or Extraordinary General Meeting of The League. A Club shall have no right of appeal against such special resolution.

39.6 Any Player or Official shall have the right of appeal in accordance with The Football Association Rules and such appeal shall be heard in the manner provided by those Rules.

40 Registration Forms

40.1 In order to register a Player the prescribed registration form or transfer form signed on behalf of the Club by either the Chairman or Manager or club secretary or any duly appointed signatory must be sent to the Secretary at the Office within five days of the Player's signature together with a copy of the contract of service (where applicable) duly completed in accordance with these Regulations and approved by the Secretary. The receipt by the registering Club of confirmation of registration shall determine the eligibility of the Player to play in League Matches.

40.2 Any Contract Player whose registration is cancelled or who is released by his Club on the grounds of permanent disability shall not be registered for any other Club without the prior consent of the Club which last held his registration. Any Contract Player who has received the Permanent Total Disablement Payment from the Personal Accident Insurance Scheme shall not be registered for any Club except in exceptional circumstances with the consent of the Board.

41 General Provisions Relating to Player Transfers

41.1 Transfers within the League and with the Premier League. All Transfers of registration of Contract Players whether between two League Clubs or to or from a Premier League club shall be dealt with by The League in the manner hereinafter specified in the following Regulations. In such Regulations and elsewhere in this Section 6 where reference is made to transfers between Clubs, unless the context otherwise requires, references to a Club or Clubs shall be taken to include reference to Premier League clubs.

41.2 Transfers of a Contract Player whilst under Contract. During the currency of a contract of a Contract Player the transfer of his registration from one Club to another or involving a transfer to and/or from a Premier League club must be by writing on the prescribed form duly signed by the Contract Player and the two Clubs concerned and forwarded to the Secretary for approval and registration together with a copy of the contract of service and the agreement regarding the payment of the transfer fee. The transferee club must comply with Regulation 44. Such Contract Player does not become a Registered Player of the Club seeking his transfer until the Club has received from the Secretary a certificate of registration. The registration of a Contract Player released by his Club or by the Board shall be automatically cancelled. In the case of a Player whose registration is cancelled for any reason whatsoever the Club must notify the Secretary immediately in writing. It is the responsibility of the Club seeking the transfer of a Player to have satisfied itself as to the Player's fitness.

41.3 Transfer of a Non-Contract Player. A Non-Contract Player is transferred by cancelling his registration form and by re-registration by his new Club.

Any cancellation of a Non-Contract Player's registration must be notified to him in writing within seven days and the Secretary similarly informed.

41.4 Retention of registration. Clubs shall not transfer The Football Association registration whilst retaining The Football League registration of any Player without informing the Secretary.

41.5 A Player whose registration is permanently transferred by a Club, or whose registration is cancelled for the purpose of joining any other Club, shall not subsequently be re-registered for the original Club within a period of twelve months from the date he left that Club, except with the prior consent of the Executive. However, a Player whose registration is permanently transferred may return to his original Club within twelve months on a either a Short Term or Long Term Loan transfer in accordance with the provisions of Regulations 47 to 49 provided the circumstances of such an arrangement receives the prior written approval of the Executive, such approval not to be unreasonably withheld.

42 Conditions of Transfer

42.1 The terms and conditions of all transfers of registration must be forthwith reported to the Secretary and a copy of an agreement giving full details of the transfer fee, signed by both Clubs, must be received at the Office at the same time as the transfer form. Similar details must be received at the same time as the Registration Form in respect of all Players signed for a fee from abroad. All transfer arrangements in respect of Contract Players are subject to the approval of the Board. Transfers shall not be registered until the Secretary is satisfied that an appropriate fee has been paid or its payment adequately secured.

42.2 All transfer fees shall be treated as private and confidential.

43 Agents

43.1 In addition to any requirement of FIFA and or the Football Association, Clubs shall themselves comply with, and shall procure that directors, Officials, employees and agents of the Club comply with, the provisions of this Regulation 43.

43.2 The following categories of person may act as an Agent without being a Licensed Agent:

43.2.1 In the case of a Principal other than a Club, a close relative of such Principal

43.2.2 Barristers and Solicitors unless they are:-

a prohibited by their professional body from acting as such; or

b an Official of a Club

43.2.3 FIFA Licensed Agent

43.2.4 For the purposes of this Regulation 43 "Principal" shall mean a Club, a manager, an Official or a Player employing an Agent in any of the contexts referred to in the Regulation.

43.3 Subject to the provisions of Regulation 43.2: -

43.3.1 No Principal shall employ an Agent other than a Licensed Agent

43.3.2 No Club shall have any dealings whatsoever with an Agent who is not a Licensed Agent properly acting for his Principal in accordance with these Regulations.

43.4 A person who, by himself or with one or more associates, directly or indirectly holds or acquires an interest in more than 10% of the issued share capital of a Club or a FA Premier League Club shall not be entitled to act as an Agent. For the purposes of this Regulation an 'associate' shall have the same meaning as is set out in Regulation 81.3.

43.5 When applying to register any Player on or after the 1st January 2004 a Club shall, at the same time and in addition to the documents required to be lodged in accordance with Regulation 40.1, send to the Secretary at the Office in writing the following information: -

43.5.1 whether the registering Club (and, where applicable, the Club that last held the Player's registration (the 'Player's Former Club')) used the services of an Agent(s) and, if any, the identity of any Agent(s);

43.5.2 whether the Player used the services of an Agent(s) and, if any, the identity of that Agent(s);

43.5.3 confirmation as to all amounts paid, either directly or indirectly, by either the registering Club or the Player's Former Club to any Agent(s) acting in respect of the matter; and

43.5.4 whether either the registering Club or the Player's Former Club has or is intending to reimburse the Player and or the other Club in respect of any Agents fees paid by or which are the responsibility of the Player or the other Club.

43.6 No confirmation of registration will be issued until such time as the information required under this Regulation 43 has been provided to the satisfaction of the Executive.

43.7 All information required to be disclosed in accordance with this Regulation shall be submitted in the form prescribed by the League's Executive from time to time. That form must be signed: -

43.7.1 by the Player; and

43.7.2 by or on behalf of both the registering Club and, where applicable, the Player's Former Club by their respective Chairman, Club Secretary or any other duly appointed signatory.

43.8 The League shall be authorised to publish details of all fees paid by a Member Club either directly or indirectly to Agents as disclosed in accordance with this Regulation 43.

43.9 Failure on the part of any Club, Official or Player to comply with the provisions of this Regulation 43 or to provide false information to the League shall constitute misconduct.

43.10 For the avoidance of doubt, reference to Club in this Regulation 43 shall be taken to include reference to Premier League Clubs.

44 Transfer/Compensation Fees - Method of Payment

44.1 All transfer and compensation fees and instalments thereof and any subsequent payments which become due under the terms of the original transfer shall be paid direct to The League for immediate onward transmission, where appropriate, to the transferring Club. Prior to such onward transmission they shall not be paid into the Pool Account but held in a separate Transfer Fee Account.

44.2 The following provisions shall apply in relation to transfer and compensation fees, instalments thereof and any subsequent payments which become due under the terms of the original transfer:

44.2.1 A percentage of the fee negotiated between the Clubs, plus VAT at the appropriate rate on the total fee, shall be paid to The League, by means of telegraphic transfer or by such other means as the Board may prescribe, before any transfer may be registered. Any balance outstanding must be paid to the League in accordance with the Financial Agreement within the negotiated timescale agreed between the Clubs. The fee must be paid within the period of the Player's contract with the transferee club. In the event of the Player's registration being transferred or cancelled prior to such payments being completed, the balance outstanding becomes payable immediately and any amount paid into the Transfer Fee Account which is due to the original transferee Club in respect of the onward transfer will be used first to reduce the balance owed.

44.2.2 When a Club signs a Player under the provisions of Regulation 59 and an agreement is not reached on the amount of compensation payable, the signing Club must immediately pay to The League a deposit of not less than 50% of the compensation fee offered. Within 48 hours of the compensation fee being determined the signing Club must pay any balance of the 50% to The League.

44.2.3 If a Club is in default of payments due to another Club under a transfer or compensation agreement the Board shall place an embargo on the registration of transfers by such defaulting Club until such time as the agreement is honoured. The Board shall also apply any transfer or compensation fee proceeds received for transmission to the defaulting Club, together with any payment of monies which would otherwise be payable to the defaulting Club, in settlement of the defaulting Club's overdue transfer or compensation fee commitment to any other Club or Clubs pro-rata.

44.2.4 If a Club is in default of any transfer or compensation fee and any subsequent payments which become due under the terms of the original transfer to another

Club, the defaulting Club shall pay interest to the selling Club at the rate of 5 per cent per annum over Barclays Bank base rate in force from time to time calculated on a daily basis, on the outstanding sum from the due date to the actual date of payment to the Selling Club.

44.2.5 In the event of such default, in addition and without prejudice to the provisions of Regulations 44.2.3 and 44.2.4, the Executive shall have the power to impose a fixed fine under Regulation 73 or refer the matter to the Football Disciplinary Commission to impose such penalties upon the defaulting Club by way of reprimand, fine whether fixed or otherwise, embargo on registrations, deduction of points, suspension, or other penalty as they may think fit under the circumstances. Such Club may also be expelled pursuant to a special resolution passed at any Annual or Extraordinary General Meeting of The League.

There shall be no appeal against the passing of such a special resolution.

44.2.6 The Board shall have the power to enforce any of the above sanctions upon any Club which is the subject of a ruling under Bye-Law 12 of The International Football League Board.

44.2.7 Any Club which owes transfer/compensation monies to a Club which joins The Football Conference on losing Football League status under the provisions of Regulation 10 or joins The Premier League must continue to pay the monies due via The League or face such penalty or penalties as described in Regulations 44.2.3, 44.2.4, and 44.2.5 above.

This provision will continue to apply to transfer/compensation agreements if the receiving Club loses Football League status but in the case of a receiving Club joining The Football Conference, this provision will cease to have effect 12 months from such date.

44.2.8 An agreement for an International Transfer shall provide that the transfer/compensation fee, instalments thereof and any subsequent payments payable to the Transferee Club shall be paid (together with any Value Added Tax payable in respect thereof) to the Football Association by telegraphic transfer (or by such other means as the Board may from time to time direct) for payment to the selling Club in accordance with Football Association Rules.

44.2.9 When the registration of a Contract Player is transferred whether during the period of his contract or after the expiry of his contract the transferee Club shall pay to The League a levy equal to 5% of the transfer or compensation fee. Such levy shall be paid to The League at the same time as the payment to be made pursuant to Regulation 44.2.1 and shall comprise 5% of the whole of the transfer or compensation fee payable. Such levy shall not be deductible from the fee. A Club shall also pay a levy equal to 5% of the transfer or compensation fee in respect of Players signed from abroad, and in respect of Players signed from The Premier League, The Scottish Football League, The Irish Football League and FAI National League. A levy of 5% shall also be paid in respect of any additional payment made under the terms of any transfer/compensation agreement.

44.2.10 Football League Clubs transferring a Player to a club in membership of The Premier League shall ensure that a levy equal to 5% of the transfer or compensation fee is added to the transfer or compensation fee and paid by the transferee club. The Football League Club shall account forthwith to The League for such 5% levy.

44.2.11 The proceeds of the levy less the expenses of The League, will be used to finance the benefit plan for Players. Should the proceeds exceed the premium payable to the pension plan in any year the surplus will be repaid to Clubs who have acquired Players' registrations pro-rata.

44.2.12 In addition to the levy specified in Regulation 44.2.9, The League shall deduct from each transfer and compensation payment received by it a levy equal to 5% of such transfer and compensation fee. All deductions will be paid to and administered by The Football Foundation in accordance with arrangements agreed between The League and the Foundation from time to time. These provisions shall not apply to any Club whose ground meets the requirements of Lord Justice Taylor's Report as amended by subsequent legislation or as agreed between The League and The Football Foundation.

44.3 All payments under this Regulation shall be paid to The League's Transfer Fee Account by telegraphic transfer or by such other means as the Executive may prescribe.

44.4 In all such cases of transfer and compensation fees and any subsequent payments which become due under the terms of the original transfer the selling Club shall submit to the Club a VAT invoice within 7 days of such payment becoming due.

45 Fees Payable on Appearances etc

45.1 Where, on the transfer of a Player, provision is made for the payment of further sums on the happening of certain specified events (eg after the Player has made a certain number of First Team appearances) it shall be the duty of the Club acquiring the Player to inform both The League and the Club from whom the Player was purchased that the specified events have happened. Unless otherwise specified in the written agreement between the two Clubs, the purchasing Club shall pay to The League within 14 days of the specified events happening the sums of money then due both to the selling Club and to The League. The League shall forthwith on receipt of such sums pay the amount due to the selling Club.

45.2 In the case of an International Transfer the Transferee Club shall inform the selling Club in writing that the specified events have happened and within 14 days pay such sums due in accordance with Regulation 44.2.8.

46 Non-payment to Players

46.1 If following written notification from the Professional Footballers Association, a Club is found to be in default of any payment due in accordance with a Player's contract or payment in consequence of termination of such Contract, the Board may place an embargo on any transfer of any registration by such Club until the payment is made.

47 Temporary Loan Transfers

47.1 The temporary transfer of the registration of a Contract Player shall only be approved for a defined period and is subject to the conditions of such temporary transfer being known to the Player and approved by the Board prior to registration with the League. Temporary loan transfers shall only be accepted on the prescribed form a copy of which shall also be supplied to The Football Association. The provisions of Regulation 41 shall not apply to such transfers.

47.2 Temporary loan transfers shall be allowed to or from Clubs in membership of The Football League, The Premier League, The Scottish Football League, The Scottish Premier League, The Irish Football League and The FAI National League providing the rules and Regulations of the respective Leagues so allow.

47.3 There shall be two categories of temporary loan transfers allowed - Short Term Loans and Long Term Loans. The following restrictions shall apply to both types of loan:

47.3.1 A maximum of 5 loan Players (either Short Term or Long Term) can be named in the sixteen Players listed on a team sheet for any individual Match. This figure shall include any additional loan of a goalkeeper approved by the Executive under the provisions of Regulation 49.

47.3.2 No more than 4 loan Players (either Short Term or Long Term) may join one Club from another Club in any Season.

48.1 Short Term Loans. Subject to the provisions of Regulation 47.3, Short Term Loan transfers shall only be approved in accordance with following provisions:

48.1.1 A Club can have up to 8 Players on Short Term Loan during any Season, but no more than 4 at any one time.

48.1.2 Short Term Loan transfers shall be for a period of not less than 28 days or for more than 93 days in any one Season. The loan period is inclusive of the start date and finishing date.

48.1.3 The Short term loan of a goalkeeper may be subject to a recall clause (including within the original 28 days) but this may only be implemented in exceptional circumstances with the consent of the Executive.

48.1.4 The Executive shall not permit a Short term loan transfer for a period in excess of 93 days in any one Season save in extenuating circumstances, at the discretion of the Executive.

48.1.5 Short term loans which subsequently become permanent transfers, or simultaneously upon termination become Long Term Loans, shall not count against a Club's quota of Short Term Loans for that season.

48.2 Long Term Loans. Subject to the provisions of Regulation 47.3, Long Term Loan transfers shall only be approved in accordance with the following provisions:

48.2.1 A Player can only be transferred on a Long Term Loan if he was under the age of 23 on the 30th June prior to the Season in which the Long Term Loan transfer is intended to take place.

48.2.2 A Club can have up to 4 Players on Long Term Loan at any one time during any Season.

48.2.3 The registration of a Long Term Loan will only be permitted during the period 1st July to 31st December in any Season.

48.2.4 The period of a Long Term Loan shall expire no earlier than the end of the Season in which the Long Term Loan takes place and a Player signed on such a transfer must complete the loan period and may not be recalled by his original Club at any time during that loan period save:

- a** when the Player is recalled and transferred permanently to another Club; and
- b** in the case of a goalkeeper whose agreement may contain a recall clause which may only be implemented in exceptional circumstances with the consent of the Executive.

48.2.5 Long term loan transfers which subsequently become permanent transfers before 31st December in the same season shall not count against a Club's quota of such Long Term Loans for that season.

49 Where a Club has already taken its full quota of Short Term Loan transfers in accordance with Regulations 48.1.1, the Executive shall be empowered to approve a further temporary transfer of an additional goalkeeper in accordance with the following provisions:

49.1 If all the professional goalkeepers at a Club are certified by an independent medical practitioner as being unfit to play, a Club may register (either before or after the deadline laid down in Regulation 37.4) a further goalkeeper on loan.

49.2 The Executive shall allow a Club to sign such a goalkeeper for a period of 7 days (notwithstanding the provisions of Regulation 48.1.2), inclusive of the start and finishing date.

49.3 Any such loan transfer shall be subject to the League having received (including by facsimile) the appropriate medical certificate(s) and the Executive having confirmed that the circumstances conform with the provisions of this Regulation. The period of the loan may be renewed for 7 days at a time but further medical certification must be provided on each occasion.

49.4 Such loan transfers in respect of the same goalkeeper may not exceed 93 days in any one Season.

49.5 Loan transfers of goalkeepers under this Regulation are in addition to the quotas for Short Term Loan transfers permitted under Regulation 48.1.1.

50 Medical Insurance and Medical Records

50.1 Private medical insurance. Every Club shall have cover for all Contract Players and Trainees (football related injuries only for Trainees/Scholars) through a Private Medical Insurance Scheme while an agreement between The League and The Professional Footballers' Association for the subsidising of such schemes is in being.

50.2 Medical records

50.2.1 Clubs shall ensure that their medical practitioner or physiotherapist 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 and/or The League from time to time and attached as Appendix II to these Regulations.

50.2.2 Clubs shall co-operate at all times with the monitoring and compliance programmes and inspections as required by The Football Association and/or The League from time to time.

50.2.3 When a Player's registration is about to be transferred, the transferring Club must make such records available to the medical practitioner or physiotherapist of the signing Club. This procedure shall also apply to Players transferred under the provisions of Regulations 47-49.

51 Registration of Non-contract Players

51.1 The registration of a Non-Contract Player will be valid only for the Season in which the registration form is signed.

51.2 A Non-Contract Player's registration will expire at the end of the Season which for the purposes of this Regulation, will be deemed to be the third Saturday in May or within four days of the Club's last match of the Season, whichever is the later. After this date the Player may sign for another Club for the following Season or he may choose to re-sign for his former Club.

51.3 A Club wishing to immediately re-sign a Non-Contract Player should include his name on its Club List of Players for the following Season and notify the Player of its intentions in accordance with the procedure laid down in Regulation 61.

51.4 A Club will only be entitled to seek a transfer or compensation fee for the loss of a Non-Contract Player's Registration who is an Under 24 Player if such Club has made the Player a written offer of terms to become a Contract Player prior to the expiration of the Registration or for other reasons satisfactory to the Board. The amount of such fee shall be agreed between the two Clubs concerned or in default of such agreement should be determined by the Football League Appeals Committee on the application of either of such Clubs.

52 Termination of Registration of Non-contract Player

52.1 The registration of a Non-Contract Player may only be terminated during the Season as follows:

52.1.1 by mutual consent of Club and Player, the details of which must immediately be notified in writing to the Secretary, with a copy to the Player; or

52.1.2 by the Board if in its absolute discretion it determines that the Player has not played in the class of match which his ability warrants; or

52.1.3 for other reasons satisfactory to the Board.

53 Youth Development

53.1 In consultation with The Football Association, The FA Premier League and other appropriate bodies the Executive has power to adopt rules relating to youth development and young players.

53.2 These rules will form a section of the Handbook and initially will cover Football Academies, Centres of Excellence, Scholarship Scheme, Modern Apprentices and Trainees.

53.3 The Executive has power to alter, delete or add to such rules and Regulation 2 does not apply.

53.4 Any application for permission to operate a Centre of Excellence or Academy will require, in addition to such other requirements as the Board may determine following consultation in accordance with Regulation 53.1 above, Clubs to procure any educational element of work based training for young players from The League's nominated training provider.

53.5 Football League Child Protection policies, practices and procedures, as advised from time to time by The League, will be applied to all aspects of club activities involving children. Clubs must abide by the Government legislation that applies to children under the age of 18. The League policies and procedures are set out in the Appendix to Youth Development Rules and shall be issued to all young players who become registered in the programme for excellence and their parents/guardians.

54 Monthly Registrations

54.1 A Club may register a Player for a period of one or more calendar months provided that the registration expires on or before 30 June following registration.

54.2 The Club shall complete the prescribed Football League Registration Form and forward it to the Secretary together with a copy of the contract of employment. For second and subsequent months a monthly extension registration form G1 (extension) must be completed and forwarded to the Secretary.

54.3 Players on a second or subsequent monthly contract are entitled to notice as to whether the Club intends to offer a further period of engagement not later than 7 days before the expiry of that monthly contract.

54.4 Players on a contract for two or more months are entitled to notice as to whether the Club intends to offer a further period of engagement. The notice is not less than 2 weeks before the expiry date where the contract expires on or before 31 December and not less than 4 weeks before the expiry date where the contract expires on or after 31 January.

54.5 On the expiry of a registration under this Regulation a Player is entitled to sign for any Club of his choice without restriction and without payment of any compensation.

55 Conditions of Contract

55.1 No Player under the age of seventeen years may be registered as a Contract Player.

55.2 All Full Contracts between Clubs and Players must be on the official form supplied by The Football Association and approved by The League and may be for any period expiring on the 30 June in any year. The contracts must be signed on behalf of the Club by either the Chairman alone or the Manager or club secretary or duly appointed signatory together with one Director. Clubs shall be free at any time to re-negotiate or amend the Contracts of Service with its own Players on such terms as shall be mutually acceptable except that any contract re-negotiated or amended during a Season shall be dated to expire at least one year later than the existing contract between the Club and Player.

55.3 Clubs must submit copies of all Contracts of Service to the Secretary within five days of their being made.

55.4 Full details of all payments to or benefits paid in cash or in kind on behalf of Players must be included in the Contract of Service except such specific payment or benefits as shall be specified in advance by the Board in writing. In the event that the Contract of Service covers more than one Season it must specify the rate of basic remuneration to be paid relative to the divisional status of the Club.

55.5 It shall be a condition of all payments to Players that all stipulated sums in the Contract of Service shall be strictly adhered to by all Clubs and Players.

55.6 Clubs must ensure that any boy signing a contract part-way through his traineeship must continue and complete the educational aspect of the traineeship.

55.7 Fines suspensions and notices of termination of Contract of Service must be reported to The League and The Football Association and such notification must be accompanied by a copy of the notice served on the Player.

55.8 If any Player shall be guilty of serious or persistent misconduct or serious or persistent breach of the terms and conditions of his Contract of Service, or of the disciplinary rules of the Club, the Club may on giving fourteen days' notice to the Player, terminate the contract without prejudice to the Club's right to a compensation fee, or may deal with the matter under the terms of Regulation 55.12, and the Club shall notify the Player in writing of the full reasons for the action taken. Such action shall be subject to the Player's right of appeal to the League within seven days of receipt by the Player of such notification from the Club and the League shall hear such appeal by way of referral to the Football Disciplinary Commission within fourteen days of receipt of the Player's notice of appeal.

55.9 Misconduct or breaches shall be deemed persistent if they occur on more than two occasions.

55.10 Either the Club or Player may appeal against the decision of the Football Disciplinary Commission to the Football League Appeals Committee and such further appeal shall be made within seven days of receipt of the Football Disciplinary Commission's decision and shall be heard within fourteen days of receipt of the notice of appeal.

55.11 The Player shall have the right to a personal hearing before the Football Disciplinary Commission and shall have the right on any appeal to be accompanied or represented by any officer of The Professional Footballers' Association. The Player shall be entitled to be legally represented but he must give The League prior written notice of his intention to be legally represented.

55.12 If any Player shall be guilty of misconduct or breach of the disciplinary rules of the Club (other than as provided for above) the Club may suspend the Player for a defined period not exceeding fourteen days, or impose a fine not exceeding two weeks' wages and the Club shall notify the Player in writing of the full reasons for the action taken. Rights of appeal are as set out in Regulations 55.8 and 55.10.

55.13 Signing-on fees may be paid only to Contract Players and must be paid in equal annual instalments over the period of the contract. If the Player's registration is transferred at any time during the currency of his contract at the request of the Club any balance of the signing-on fee then unpaid shall become immediately due and payable to the Player, unless the Football Disciplinary Commission, having considered at the Club's request, the circumstances in which the request of the Club was made, consider that such payments shall not be made. If the Club or the Player is not satisfied with the decision of the Football Disciplinary Commission there should be a right of appeal to the Football League Appeals Committee within fourteen days of receipt of the Football Disciplinary Commission's decision. The decision of the Football League Appeals Committee shall be final.

55.14.1 If a Player's registration is transferred by reason of his written request or there is a proven statement in the media by the Player or his Agent to the effect that he wants to join another Club, or he leaves a Club by reason of a breach by him of his contract, he shall forfeit any instalments of the signing on fee that fall due for payment after the date on which the registration is transferred, unless the Football Disciplinary Commission is satisfied that his request for a transfer was made on reasonable grounds.

55.14.2 If the Club or the Player is not satisfied with the decision of the Football Disciplinary Commission there is a right of appeal to the Football League Appeals Committee within 14 days of receipt of the Football Disciplinary Commission's decision. The decision of FLAC is final.

55.14.3 If any such future payments have been waived by the Player or are in dispute when the Player's registration is transferred, the fact of the waiver or dispute must be notified to The League at the time of transfer by the Transferor Club. In the absence of such notification, the outstanding instalments will be payable unless there are exceptional reasons acceptable to the Football Disciplinary Commission as to why the notification was not made at the proper time.

55.15 None of these provisions shall apply where a Player is signed for a period of less than three calendar months.

55.16 All Contracts of Service between Clubs and Contract Players must be treated as private and confidential.

55.17 When a Player's Contract is terminated by mutual consent, the Club may retain the Player's registration until he signs for another Club and shall be entitled, without further payment to the Player to a compensation fee in respect of any subsequent transfer of his registration. The Player shall be informed of the Club's intention to retain his registration.

- 55.18** When a Player's Contract is terminated by his Club, the Club may retain the Player's registration until he signs for another Club and shall be entitled to a compensation fee in respect of the next transfer of his registration. The Player whose Contract is so terminated shall after six weeks from the date of the notice of termination be entitled to a weekly sum equivalent to his last weekly basic wage. The Club may at any time apply to the Football League Appeals Committee for that entitlement to be suspended either because of the facts leading to the termination or on the grounds that the Player has without good reason refused offers of employment from another Club or for other relevant reasons.
- 55.19** Any dispute between the Club holding the Player's registration and any other Club negotiating to obtain such registration as to the amount of compensation payable shall be determined by The Football League Appeals Committee whose decision shall be final and binding.
- 55.20** All Clubs must submit a Return of Players' Earnings for the previous tax year not later than 30 June in any year.

56 Minimum Wages

- 56.1** The minimum weekly wage for full time Contract Players shall be £90 or such greater sums as shall be specified by law from time to time.

57 Approaches by Clubs

- 57.1** Clubs shall not directly or indirectly approach any Player whose name is on the Clubs' List of Players of another Club except in accordance with Regulations 59 or 62.
- 57.2** Any Club wishing to obtain the services of a Player whose registration is open to transfer whilst under contract must communicate any offer in writing (or if there is insufficient time, by telephone, confirmed in writing) to the Club holding the registration of such Player. At the same time a copy of such offer must be forwarded to the Secretary.

58 Clubs Ceasing to be Members

- 58.1** In the event of a Club ceasing to be a member of The League otherwise than by reason of promotion to The Premier League (and except as provided for in Regulation 58.3) all Contract Players, Trainees and Scholars of such Clubs shall from the date of such cessation be deemed to be registered with The League and The League shall have the same rights in respect of the transfer of the registrations of all such Contract Players, Trainees and Scholars as such Club had until the date of such cessation. The Board shall assess the fees to be placed upon the transfers of such registrations, subject to any appeal to the Football League Appeals Committee, and any fees derived from such transfers shall belong to The League.
- 58.2** The Board shall have the power to make from any fees received by The League, a grant to any Club to which transfer fees are owed by the Club ceasing membership. The amount of the grant shall be entirely a matter for the Board and no Club shall have a claim as of right to all or any part of such fees. In its absolute discretion the Board shall apply the following:
- 58.2.1** where the fees are received from the transfer of a particular Player, those fees shall be paid to any Club or Clubs owed transfer fees in respect of that same Player. Where there is more than one Club, payment shall be pro-rata.
- 58.2.2** if any fees remain after paying the Club or Clubs referred to in Regulation 58.2.1, such fees shall be paid to any other Club or Clubs owed transfer fees by the Club ceasing membership. Where there is more than one Club, payment shall be pro-rata.

- 58.3** In the event of a Club retiring as a member of The League and joining The Football Conference under the provisions of Regulation 10 the following conditions shall apply to Players registered with such Club.

- 58.3.1** A Player who has refused an offer of re-engagement made by his Club in accordance with Regulation 59 who remains in dispute with his Club as at the 15 July next following the Club's loss of Football League status must sign a Football Conference Registration Form and Contract with his Club which Contract must contain a clause consistent with Regulation 59.9.1 to the effect that the Player remains free to speak to other Clubs without restriction subject to him keeping the Club with which he is contracted, aware of any negotiations. The Contract should contain the same financial terms as were included in clauses (e) and (f) of the schedule attached to his last Football League Contract except that a signing-on fee stipulated to be a once only payment need not be repeated and the Player will be bound by any new incentive schedule. If the Player refuses to be registered in The Football Conference then his Club will be entitled to retain compensation rights without payment of a wage. The Football League Appeals Committee will on application from a Club or Player determine a dispute over the compensation fee.
- 58.3.2** A Player's Contract which is not due to expire until after the next 30 June following the Club's loss of Football League status will remain valid in The Football Conference.
- 58.3.3** The registrations and Contracts of Trainees and Scholars may be maintained provided that the Club continues to fulfil the requirements of the Youth Training Scheme in football; otherwise the Trainees and Scholars will be entitled to their release.
- 58.3.4** The registrations of Associated Schoolboys and centre of excellence boys who are 15 yrs on or before 31 August next following the Club's loss of Football League status will be retained by The League in favour of the Club. Associated Schoolboys and centre of excellence boys under the age of 15 yrs as at 31 August shall have their registrations cancelled.

59 Transfers After Expiry of Contract

- 59.1** Subject to the provisions of these Regulations, a Player shall be free to seek registration with any Club of his choice, on the expiry of his contract of employment.
- 59.2** Any Club wishing to re-engage a Contract Player whose contract is due to expire on 30 June must, save as mentioned below, notify him in writing between the fourth Thursday in March and the third Saturday in May (both dates inclusive) preceding such expiry date whether or not they offer him terms of re-engagement specifying (where applicable) such terms. Notification of the terms offered may only be deferred:
- 59.2.1** in the event of a Club not having completed its League programme by the third Saturday in May, and then only if any outstanding fixture or fixtures could have some bearing on the issues described in Regulation 10 or on possible qualification for other competitions; or
- 59.2.2** in the event of a Club being involved in the end of Season Play-Off competition as described in Regulation 10; or
- 59.2.3** in the event of a Club still being involved on the third Saturday in May in a competition arranged under the auspices of The League. In these circumstances Players must be notified of the terms offered within four days of the Club's last such match.

59.3 Subject to the provisions of this Regulation, any Club which makes an offer of re-engagement to a Contract Player who is an Under 24 Player and which is in the opinion of the Board not less favourable than the Player's current contractual terms, shall be entitled to a compensation fee in respect of the loss of the Player's registration, should the Player sign for another Club. In order to comply with this Regulation, the annual value of the terms offered must be at least equivalent to the most favourable year's terms in the Player's previous contract. The terms offered to Players for re-engagements must be as favourable overall except that a signing-on fee included in the previous contract and stated to be a once only payment need not be repeated. Copies of all offers of re-engagement made to Contract Players must be sent to the Secretary.

59.4 The Player must notify in writing the Club holding his registration within one month of the third Saturday in May or one month of the date on which notification of the said terms of re-engagement were sent, whichever is the later, whether or not he accepts their offer of

re-engagement. If the Player has not replied in writing to the Club's offer of re-engagement by 30 June, the offer shall automatically lapse. In the case of an Under 24 Player, the Club's compensation rights shall not be affected.

59.5 If by the expiry date of the Player's contract the Club holding the Player's registration and any other Club then negotiating to obtain such registration have not reached agreement on the amount of compensation fee payable either of the Clubs concerned or the Player shall have the right to have the fee determined by the Football League Appeals Committee in accordance with Regulation 60, and in the event of such right being exercised, it or he shall inform the other such parties and the Secretary thereof within seven days after 30 June. If no such negotiations are in course by the 30 June, but such negotiations start thereafter, either of the Clubs concerned or the Player shall have the right to have the compensation fee determined as aforesaid by the Football League Appeals Committee in accordance with Regulation 60, and in the event of such right being exercised, it or he shall inform the other such parties and the Secretary thereof within fourteen days of the start of such negotiations. Both such Clubs shall provide the Football League Appeals Committee with all relevant information. The Football League Appeals Committee shall as soon as possible determine the amount of compensation fee and its determination shall be final and binding. The start of negotiations shall be established by either Club notifying the Secretary in writing thereof giving details of the proposal made with a copy to the other such Club.

Note In the event of the Player wishing to sign for a Club not in membership of The Football League or The Premier League, ie a non League Club, The Football Association Rules shall apply.

59.6 If a Player, who is an Under 24 Player, wishes to claim a Free Transfer on the basis of his offer of re-engagement being less favourable than his current contractual terms, he must send a written application to the Secretary, with a copy to his Club, by 30 June, otherwise the Club's compensation rights will be retained.

59.7 If such Player's application is successful he shall continue to receive from his Club as severance payment his weekly basic wage for a period of one month from the expiry date of his contract or until the Player signs for another Club, whichever period is the shorter, provided that where a Player signs for a Club within one month at a reduced basic wage then his old Club shall make up the shortfall in basic wage for the remainder of the month.

59.8 The Board shall determine any dispute between Clubs about the method of payment of a compensation fee.

59.9 If the Player, who is an Under 24 Player, does not accept the said offer of re-engagement and/or indicates that he wishes to leave the Club holding his registration, but his registration is not transferred to another Club before the date of expiry of his contract, then the Club holding his registration may after such expiry date either:

59.9.1 enter into a contract with the Player in accordance with the provisions of Regulation 55 but providing that the Player's registration may be transferred to another Club at any time during the currency of such contract for a fee determined in accordance with these Regulations; or

59.9.2 continue to pay the Player the basic wage payable under the contract which shall have expired. In such event the Player shall not be eligible to play for the Club holding his registration nor be subject to the regulations and discipline of such Club, and (so long as it continues to pay the Player the basic wage as aforesaid) such Club shall be entitled to a compensation fee from any other Club wishing to obtain the registration of the Player. On the application of the Club made on or after the first day of the Season the Football League Appeals Committee may rule that because the Player has without good reason refused offers of employment with another Club or other Clubs or because there are other relevant circumstances, the Club may retain its entitlement to a compensation fee as aforesaid without being obliged to continue to pay over basic wage after a date stated in this ruling; or

59.9.3 agree with the Player that the Player shall continue playing for the Club on a week by week basis under the financial terms of his last contract unless the Club incentive schedule paid in accordance with that contract has been changed in which case the Player will receive the revised incentives. The Player will, in these circumstances, be subject to Club regulations and discipline and to the Football Association Rules and these Regulations.

In order to maintain compensation rights on the registration of a Player employed at the end of a Season on a week by week basis under the provisions of this Regulation a Club must, between the fourth Thursday in March and the third Saturday in May (both dates inclusive) notify the Player in writing of its intentions; or

59.9.4 cease to pay the Player the basic wage as detailed in Regulation 59.9.2 or cease to pay the Player on a weekly basis as detailed in Regulation 59.9.3, in which case the Player shall be free to negotiate with and sign and be registered for any other Club at any time without payment by such other Club of any compensation fee. In these circumstances two weeks' notice in writing must be given before payment to the Player ceases.

59.10 Any attempt by a Club to use negotiations to prevent a Player joining the Club of his choice will be regarded as misconduct.

59.11 Clubs must notify the Player and the Secretary of all offers received for the Player's registration.

59.12 Any Club wishing to place the name of a Non-Contract Player on its List of Players for the following Season must so notify him in writing in accordance with the procedure laid down in Regulation 59.2.

59.13 An Under 24 Player who has not received written notice from his Club of an offer of re-engagement in accordance with this Regulation shall continue to receive from his Club as severance payment his weekly basic wage for a period of one month from the expiry date of his contract or until the Player signs for another Club, whichever period is the shorter,

provided that where a Player signs for a Club within the month at a reduced basic wage then his old Club shall make up the shortfall in basic wage for the remainder of the month.

59.14 The action of a Club in securing a Player's signature on a Contract of Service shall constitute an acknowledgement of that Club's liability to pay the appropriate compensation fee in accordance with these Regulations.

59.15 A Player who, having refused to accept his Club's offer of re-engagement made in accordance with this Regulation, elects to sign for a Club in another country shall not be re-registered in The League until after a lapse of twelve months from the date he joined the foreign Club unless the special consent of the Board is obtained. The Board may refer any question of compensation to his previous Club to the Football League Appeals Committee whose decision shall be final and binding.

60 Compensation Fee for Players out of Contract

60.1 In determining the compensation fee under regulation 59.5 the Football League Appeals Committee shall take into account the costs set out in regulations 60.2 and 60.3 and any of the criteria set out in regulation 60.4.

60.2 Any cost incurred by either Club in operating a Football Academy or Centre of Excellence including (without limitation) the cost of providing for students:

- 60.2.1** living accommodation;
- 60.2.2** training and playing facilities;
- 60.2.3** scouting, coaching, administrative and other staff;
- 60.2.4** education and welfare requirements;
- 60.2.5** playing and training strip and other clothing;
- 60.2.6** medical and first aid facilities;
- 60.2.7** friendly and competitive matches and overseas tours.

60.3 Any other costs incurred by the transferor Club directly attributable to the training and development of Players including any compensation fee referred to in regulation 60.4.3.

60.4 The criteria are:

- 60.4.1** the status of the two Clubs involved;
- 60.4.2** the age of the Player;
- 60.4.3** the amount of any compensation fee paid by the transferor Club upon acquiring the registration of the Player;
- 60.4.4** the length of time during which the transferor Club held the registration of the Player;
- 60.4.5** the terms of the new contract offered to the Player by both Clubs;
- 60.4.6** the Player's playing record in Club and international team appearances;
- 60.4.7** substantiated interest shown by other Clubs in acquiring the services of the Player.

61 List of Players

61.1 Every year each Club shall forward to the Secretary no later than the deadline laid down in

Regulation 59 for the notification of Players, a Club List of Players' names for registration by The League including:

61.1.1 Contract Players whose contracts are due to terminate on the next 30 June and to whom the Club has made offers of further re-engagement.

61.1.2 Contract Players with whom Contracts of Service are in existence, such contracts being due to terminate on 30 June in any subsequent year including any Contracts of Service under which an option to extend the term thereof has been exercised by the Club.

61.1.3 Contract Players whose contracts are due to terminate on the next 30 June and to whom the Club has not made offers of further re-engagement.

61.1.4 Players employed on a week by week basis under the provisions of Regulation 59.9.3 to whom the Club has either made a further offer of re-engagement or indicated that it wishes to continue with the week by week agreement.

61.1.5 Scholars with whom agreements are in existence.

61.1.6 Trainees with whom agreements are in existence.

61.1.7 Non-Contract Players whose registrations have not been cancelled.

61.1.8 Associated Schoolboys whose registrations have not been cancelled.

61.2 Full Christian names shall be included in all cases.

61.3 The registrations of Non-Contract Players whose names are omitted from the Club List of Players are automatically cancelled. A Non-Contract Player whose registration has not been cancelled must be re-signed.

61.4 The registrations of Associated Schoolboys whose names are omitted from the Club List of Players are automatically cancelled.

61.5 The Clubs' List of Players shall be published by the Secretary not later than the second Saturday in June.

62 Players Over 24

62.1 A Player aged 24 years or over as at 30 June is entitled to sign for any Club of his choice without restriction on the expiry of his contract on or after that date without payment of any compensation.

62.2 A Player who is under 24 years as at 30 June will have to wait until the following 30 June before he is entitled to the benefit of Regulation 62.1.

62.3 An Over 24 Player who has refused an offer of re-engagement which, in the opinion of the Board is not less favourable than the Player's current contractual terms, shall not be entitled to any severance or other payment in respect of the expiry of his contract on or after 30 June 1998 or for any period after the expiry of his contract.

62.4 This Regulation 62 applies notwithstanding any other provisions in these Regulations and if there is any conflict, Regulation 62 shall prevail.

63 Avoidance and Evasion of Compensation Fees

63.1 If in the opinion of the Board a Contract of Service has been drawn up or amended with the purpose or effect of avoiding or evading the payment of full compensation in accordance with the intent of the provisions of these Regulations, the Board shall require the Club which is responsible for so drawing up or amending the contract to pay to the

Club entitled to compensation the amount of compensation which the Board considers in its absolute discretion ought to be paid.

63.2 If in the opinion of the Board any Club unfairly traffics or deals in the registration of any Player or otherwise abuses in any way the system of transfer and compensation provided for by these Regulations or the intent thereof such Club shall be guilty of misconduct. If applicable the Board shall require such Club to pay to the Club from whom the registration of any Player was transferred such sum as the Board may consider just.

63.3 If any question within the ambit of this Regulation 63 shall arise in relation to a transfer between Clubs in membership of The League and The Premier League, the matter shall not be referred to the Board but direct to the Football League Appeals Committee.

64 Football League Appeals Committee

64.1 The Football League Appeals Committee shall comprise:

64.1.1 the Chairman of the Professional Football Negotiating and Consultative Committee who shall act as the Independent Chairman of the Committee and who in case of equality of votes, shall have a second or casting vote;

64.1.2 a nominee of the Board where issues involving Football League Clubs are concerned;

64.1.3 a nominee of The Professional Footballers' Association;

64.1.4 a nominee of the Institute of Football Management and Administration;

64.1.5 a nominee of The Premier League where issues involving Premier League Clubs are concerned; and

64.2 The Football League Appeals Committee shall adjudicate upon appeals arising from:

64.2.1 the transfer of registrations of Non-Contract Players under Regulation 52;

64.2.2 the re-engagement system for Contract Players including disputes under Regulation 59; and decisions of the Board as provided in Regulations 55, 58 and 65;

64.3 The Football League Appeals Committee shall be competent to call for any documentary evidence available to The League and shall have the power to order the attendance of any Club, Official, or Player.

64.4 The secretary of the Football League Appeals Committee shall be appointed by the Board from the Staff of The League.

64.5 The secretary of the Football League Appeals Committee shall send all evidence submitted by either party in the dispute to the other party or parties.

64.6 Any Player and/or Club shall have the right to a personal hearing at an appeal and a Player may be represented by The Professional Footballers' Association.

64.7 The decision of the Football League Appeals Committee on all matters coming before it shall be final and binding on all parties.

64.8 Should the Independent Chairman for any reason be absent or unable to act a Deputy Independent Chairman shall be appointed to act in his place by agreement between the Board, The Professional Footballers' Association and The Premier League.

65 Disputes and Appeals

65.1 Any dispute or difference not otherwise expressly provided for in these Regulations between a Club or Clubs and any Player shall be referred in writing to the FDC in accordance with Regulation 72 for consideration and adjudication.

65.2 Any Club or Player dissatisfied with the decision of the FDC may appeal to the Football League Appeals Committee.

65.3 Notice of appeal must be lodged with the Company Secretary within fourteen days of the FDC's decision.

65.4 The Player may if he so desires be accompanied or represented on the hearing of the appeal by an officer of the Professional Footballers' Association. The Player shall be entitled to be legally represented but he must give the League prior written notice of his intention to be legally represented.

66 Inducements and Approaches

66.1 Subject to the provisions of Regulation 59, Clubs, Officials, Players and Licensed Agents (and their respective employees and agents) shall not directly or indirectly induce or attempt to induce a Registered Player of another Club or a Premier League club to leave for any purpose whatsoever the employment of the Club with which he is registered or cease to be so registered. Any infringement of this Regulation shall be dealt with in cases involving only Football League Clubs by the Football Disciplinary Commission and in cases involving Premier League clubs by The Football Association which shall be entitled to take such action and impose such penalties against the Club,

Official or Player of the Club or Premier League club or the Licensed Agent as they may in the circumstances think fit. Any penalty imposed on a Club or a Premier League club may include the refusal to register for the Club, guilty of the infringement, any Player whom they consider has been so induced.

66.2 Public statements by Clubs or Officials of their interest in Registered Players of other Clubs shall be regarded as inducements within the meaning of this Regulation.

66.3 No Club shall employ a Player who is on the list of Registered Players of another Club or Premier League club or who has failed to comply with a decision of The Board, the Football Disciplinary Commission or of the Football League Appeals Committee given on an appeal made under these Regulations. Infringements of this Regulation shall also be dealt with by the Football Disciplinary Commission who may impose any penalty they in their discretion feel necessary including refusal to register the Player.

66.4 Subject to the provisions of Regulation 59 a Registered Player shall not directly or indirectly communicate with or approach another Club or any Official or Player of another Club with the object of negotiating or arranging the transfer of himself or another Player to such other Club during the currency of a contract. Any infringement of this Regulation shall render the Player concerned and any Official, Licensed Agent or other Player who enters into communication or negotiation with him liable to such penalties by way of fine, suspension, or otherwise as the Board may think fit in the circumstances.

Section 7 Broadcasting and Sponsorship

67 Televising of Matches

67.1 No match in any competition conducted by The League shall be televised or recorded or

transmitted by satellite or cable or any similar method except with the written consent of the Executive nor shall any Club take part in any match (except matches in the Football Association Challenge Cup Competition) which is to be televised or recorded or transmitted by satellite or cable or any similar method without first obtaining the written consent of the Executive.

67.2 The League or any subsidiary or associated company of The League or duly authorised agent or broadcaster (and its respective employees and agents) shall be allowed access to the grounds of all Clubs (and to the television gantries, camera positions and facilities) for the purpose of recording or broadcasting matches arranged under the jurisdiction of The League.

68 Television Payments to the PFA

68.1 The League shall pay to the Professional Footballers' Association for education, insurance and benevolent purposes, such amounts as shall be established in accordance with the separate agreement between The League and the Professional Footballers' Association in existence from time to time. No other payment for appearing on television shall be made to the Players.

69 Commercial Agreements

69.1 A 'commercial contract' shall include, but not be restricted to, any contract or agreement relating to television or broadcasting rights, the making of films or recordings of matches, the production of videos or any similar reproduction device, sponsorships, merchandising and advertising (including perimeter board advertising).

69.2 The Board is empowered on behalf of The League to enter into any commercial contract which is considered to be in the best interests of The League and the Clubs save that the Board is not empowered to enter into any contract or agreement relating to television rights or any other commercial contract which represents more than 25% of the projected income of The League over the period of the contract or agreement, unless such contract or agreement has been approved in principle by the Commercial Committee. Any contract agreement so entered into by The League shall be binding upon Clubs and Clubs shall not enter into commercial contracts which are at variance with commercial contracts entered into by The League. The Secretary shall inform Clubs of the relevant terms of all such commercial contracts entered into by The League.

69.3 All commercial contracts relating to television, broadcasting and radio rights and Internet programming and title sponsorship of the First Division, shall be negotiated on behalf of The League by a Commercial Committee comprising the Chief Executive, three representatives of the First Division and one representative of the Second/Third Divisions. The committee may co-opt other members as appropriate.

69.4 Any commercial contract negotiated by the Commercial Committee shall be subject to formal approval of the Board.

69.5 The Commercial Committee may not conclude any proposed commercial contract which would alter the structure of the League Championship or cup competitions, compromise or abandon any League properties or which would conflict with The League's contractual and other relationships.

69.6 Where there is any conflict between a commercial contract entered into by a Club and one entered into by The League then the latter shall prevail and Clubs shall reflect this Regulation in any of their commercial contracts.

69.7 Where, however, a Club has registered a commercial contract with The League then The League shall pay compensation to the Club in the event of The League entering into a commercial contract which is at variance with the Club's registered commercial contract and where, as a result of the provisions of The League's commercial contract prevailing, the Club incurs a financial penalty or loss of income, provided always that the Club shall take all reasonable steps to mitigate any such penalty or loss.

69.8 The compensation payable by The League to a Club under the foregoing provisions shall be such as is agreed between the parties or in default of agreement is determined by an arbitrator appointed by the parties or in default of agreement by the President of the Law Society under the Arbitration Act 1996 and every statutory modification or re-enactment thereof from time to time in force.

Note Clubs are reminded that the facilities required at each ground will depend upon the terms of each commercial contract. Details can be obtained from the Commercial Department. League and Cup competitions differ.

70 Football Foundation Advertising / Editorial

Each Club must make available one half page of advertising or editorial material in match programmes for the benefit of The Football Foundation or any successor.

Section 8 Offences, Inquiries, Commissions, Disputes and Appeals

71 Investigations

71.1 The League shall have the power, and will exercise such power through the Executive, to investigate any of the following:

71.1.1 alleged breaches of any of these Regulations; and/or

71.1.2 any complaint or allegation of financial or other irregularity; and/or

71.1.3 misconduct by any Club, Licensed Agent, Official or Player

71.2 The League shall, during the course of any such investigation have the power to require any Club, Agent, Player or Official to:

71.2.1 provide such specific or general information on League affairs as the League may request in writing; or

71.2.2 attend any inquiry, hearing or proceedings to answer questions and to produce documents as the League may direct.

71.3 The Board and / or the Executive may instruct such advisers as they wish for the purposes of carrying out such investigations, inquiry, hearing or proceedings.

71.4 Any failure by any Club, Agent, Player or Official to co-operate with an investigation by the League under this Regulation shall be treated as a separate breach of these Regulations and shall be dealt with accordingly.

72 The Football Disciplinary Commission

72.1 All complaints and charges made under these Regulations shall be referred to The Football Disciplinary Commission (the FDC).

72.2 The FDC shall consist of:

72.2.1 a Chairperson who shall be a qualified Solicitor or Barrister with at least 5 years post-qualification experience; and

72.2.2 two side members one of whom shall be selected by the Complainant and the other, by the Respondent.

72.3 The League and the Professional Footballer's Association shall maintain a list of Chairperson's appropriate for appointment in respect of any disputes involving Players.

72.4 Save in respect of complaints lodged under Regulation 75.9 (complaints against the League) the Executive shall have the power to appoint the Chairperson.

72.5 Where a complaint is lodged under Regulation 75.9, the Board shall direct that the Chartered Institute of Arbitrators (or such other body as the Board may from time to time determine) be instructed to appoint the Chairperson.

72.6 The overriding objective of the FDC is to deal with cases justly. This includes:

72.6.1 dealing with cases in ways that are proportionate to the issue; and

72.6.2 dealing with cases expeditiously and fairly; and

72.6.3 acting fairly and impartially between the parties.

72.7 Any party involved in proceedings before the FDC must assist in furthering the overriding objective.

73 Strict Liability Offences

73.1 The Executive shall have the power from time to time to:

73.1.1 designate certain breaches of the Articles of Association or the Regulations as strict liability offences and to impose fixed fines. The Executive shall decide the level of fines for first and subsequent offences, whether the subsequent offence is in respect of the same or another Article of Association or Regulation and shall notify the Clubs in writing of the offences and the fines. The designation of any such breach of the Articles of Association or of the Regulations shall not prevent The League from exercising its powers of investigation and subsequent lodging of charges where a Club is in further breach within the same Season; and

73.1.2 increase, reduce or otherwise vary any monetary payment or figure specified in the Articles of Association or the Regulations by notifying the Clubs in writing.

73.2 Any appeal against the imposition of a fine or against the amount of such a fine under this provision for a strict liability offence shall be referred to the FDC.

73.3 Any party wishing to appeal shall also lodge with the Executive a deposit of £1,500 in respect of the costs of the appeal.

74 The Football Association

74.1 In its absolute discretion, either the Executive or the Board may refer any matter to a Commission appointed by The Football Association.

74.2 Any matter affecting an FA Premier League Club or its Officials or Players shall be referred to The Football Association unless the Club, Official or Player consents in writing to the jurisdiction of The League.

74.3 Where a matter is referred to The Football Association, it shall be entitled to exercise all the powers and sanctions set out in these Regulations in relation to the Football League Club, its Officials and Players.

75 Lodging Complaints and Charges

75.1 Any person wishing to make an allegation against any of the persons referred to at Regulation 71.1 shall forward that complaint (together with five copies) to the Company Secretary of The League setting out:

75.1.1 the nature of complaint and any (if any) alleged breach of the Regulations; and

75.1.2 where applicable, identify the Regulation(s) alleged to have been breached; and

75.1.3 a brief summary of the facts relied upon in support of the complaint; and

75.1.4 copies of any documents relevant to the subject matter of the complaint.

75.2 This Regulation shall also apply in respect of charges lodged against any person set out within Regulation 71.1 by the Executive.

75.3 Anyone lodging a complaint or charge in accordance with these Regulations shall be referred to as the 'Complainant'.

75.4 Where any complaint lodged may also involve a breach of these Regulations, the Executive may, in addition to any complaint, lodge a charge for determination by the FDC at the same time as the original complaint.

75.5 The Company Secretary shall within 7 days of receipt of any complaint forward to the person who is the subject of that complaint (hereinafter referred to as the 'Respondent'), details of the complaint together with copies of all documents lodged in support.

75.6 The Respondent shall, within 14 days of receipt of the complaint, confirm to the Company Secretary and the Complainant receipt of the same and indicate whether they intend to admit the complaint or not and, in respect of complaints lodged by any person set out within Regulation 71.1, whether they intend to lodge any counter complaint against the Complainant. Any response and counter complaint shall be forwarded (together with five copies) to the Company Secretary and the Complainant.

75.7 Where the complaint is admitted:

75.7.1 either the Complainant or the Respondent shall have 14 days in which they may request that the FDC convene to hear oral representations. If no such request is made the FDC shall accept written submissions alone;

75.7.2 thereafter the Company Secretary shall refer the matter to the FDC for them to impose such punishment as they think fit; and

75.7.3 the FDC may impose such penalty or penalties as they think fit having regard to all the circumstances of the case and to the available penalties set out at Regulation 76 herein.

75.8 Where the complaint is not admitted the Company Secretary shall refer the matter to the FDC for them to conduct a full hearing in respect of the complaint in accordance with the rules for the conduct of Commission hearings set out at Appendix III herein.

75.9 Any person wishing to make an allegation of breach of any Regulation by The League shall forward that complaint (together with five copies) to the Board setting out:

75.9.1 the nature of the alleged breach of these Regulations;

75.9.2 identify the Regulation(s) alleged to have been breached;

75.9.3 a brief summary of the facts relied upon in support of the complaint; and

75.9.4 copies of any documents relevant to the subject matter of the complaint.

75.10 Upon receipt of that complaint the Board must direct that the matter be referred to the FDC in accordance with Regulation 75.8.

76 Decisions

76.1 The FDC may at any time make a decision, and may make more than one decision at different times on different aspects of the matters to be determined.

76.2 A decision may:

76.2.1 order a party to do or refrain from doing anything

76.2.2 order a specific performance

76.2.3 make a declaration on any matter to be determined

76.2.4 order rectification setting aside or cancellation of a contract or other document

76.2.5 order the payment of money to one or more of the parties

76.2.6 issue a reprimand or warning as to the future conduct of a party

76.2.7 order compensation

76.2.8 order a suspension of membership of The League

76.2.9 order a deduction of points

76.2.10 impose a financial penalty payable to The League

76.2.11 recommend expulsion from membership of The League

76.2.12 order a withdrawal or loss of benefit otherwise available to members of The League e.g. basic award or ladder payment

76.2.13 impose an embargo on registration of Players

76.2.14 order any other sanction as the FDC may think fit

76.2.15 order that interest be payable on any sums awarded under this Regulation for such period and at such rates as the FDC thinks fit.

76.3 These sanctions may be imposed immediately or may be deferred or suspended for such period and on such terms as the FDC shall decide.

76.4 Further, the FDC may make such order in respect of:

76.4.1 the costs of the investigation; and

76.4.2 the costs of the proceedings; and

76.4.3 the costs of the FDC as the FDC may think fit. The FDC shall have the power to enquire into any costs claimed by a party and to order that such costs be assessed on an equivalent basis to detailed assessment in the High Court.

76.5 Any financial sanction and, subject to Regulation 76.4, any order for costs shall be paid to the Company Secretary of The League within 14 days of the date on which the sanction or costs were imposed. In default the person concerned shall pay interest at the rate of 5 per cent per annum over Barclays Bank base rate in force from time to time calculated on a daily basis on the outstanding sum from the due date to the actual date of payment.

76.6.1 Where the FDC (or where appropriate the FAP) makes an order that in whole or in part recommends expulsion of a Member Club from the League under Regulation 76.2.11 the Board shall, within 28 days of receiving a copy of the order, call an extraordinary general meeting of the League and present a Special Resolution inviting Member Clubs to ratify the decision of the FDC or FAP.

76.6.2 Where the Member Clubs ratify the decision of the FDC or FAP the Company Secretary shall, within 14 days of the general meeting, serve notice on the relevant Member Club at their last known address written notice of the decision together with written notice to transfer its share(s) in accordance with Article 4.5.

76.7 The decision of the FDC shall be treated as a decision of The League and binding upon all the Clubs, Officials, Players and Agents.

77 Appeals

77.1 A party may only appeal against an order of the FDC on the grounds that either:

77.1.1 based on findings of fact made, the order of the FDC is obviously wrong; and/or

77.1.2 there has been a serious irregularity in the conduct of the proceedings before the FDC; and/or

77.1.3 the order of the FDC is too severe or too lenient having regard to all the circumstances of the case.

77.2 Any party wishing to appeal against a decision of the FDC must, within 28 days of the making of the final order by the FDC, serve on the Executive and any other party to the original proceedings:

77.2.1 written notice of the intention to appeal; and

77.2.2 a statement setting out the grounds of the appeal.

77.3 Any party wishing to appeal shall also lodge with the Executive a deposit of £1,500 in respect of the costs of the appeal.

77.4 Upon receipt of the Notice of Appeal the Executive shall request the appointment of a Football Appeal Panel (the FAP) by delivering to the Chartered Institute of Arbitrators five copies of the appeal documents.

77.5 The FAP shall consist of three Chartered Arbitrators, one of whom must be a barrister of at least 10 years call who will act as Chairman of the FAP, appointed by the Chartered Institute of Arbitrators (or such other body as the Board may from time to time determine). The appeal shall be conducted in accordance with the provisions of the Arbitration Act 1996 or any subsequent statutory modification or re-enactment thereof.

77.6 The FAP will notify the parties and the Executive (if they were not a party to the original proceedings) of their appointment and allow the other parties a reasonable period of time to submit a reply.

77.7 Any party against whom penalties were imposed under Regulation 76 may apply, initially in writing, to the FAP for an order that such penalties be suspended pending the resolution of the Appeal. The FAP shall determine any such application having regard to the merits of the Appeal and the representations of the other parties.

77.8 If any party wishes to introduce new evidence then their Notice of Appeal or reply must state so clearly and include a copy of any such evidence. The FAP shall have absolute discretion to determine whether such new evidence shall be admitted. Such evidence will not be admitted unless:

77.8.1 the evidence was not available at the time of the original inquiry, hearing or proceedings notwithstanding the exercise of reasonable diligence by the person seeking to introduce it;

77.8.2 the evidence is credible; and

77.8.3 the evidence is relevant.

77.9 Where the FAP decide to admit the new evidence under Regulation 77.8 the FAP shall conduct the Appeal as a full re-hearing.

77.10 Where the parties agree, the FAP shall determine the appeal based upon the documentary evidence and submissions before the FDC without a hearing. In the absence of such agreement, the FAP shall determine the Appeal on the documentation and any record of oral evidence before the FDC together with such other oral and written submissions as the parties may wish to make.

77.11 The FAP shall have the power to:

77.11.1 confirm the decision; or

77.11.2 set aside the decision in whole or in part and substitute a new decision; or

77.11.3 order a rehearing with a differently constituted FDC.

77.12 The FAP may make a reasoned award allocating the costs of the Appeal as between the parties but shall award costs on the general principle that costs should follow the event. The recoverable costs of the appeal shall be determined on the basis of a reasonable amount of costs reasonably incurred. The FAP shall also consider whether the deposit lodged under Regulation 77.3 shall be refunded in whole or in part.

77.13 The procedures set out within these regulations shall be exhausted and an order, decision or award made in accordance with them by the FDC or, in the case of an appeal, by the FAP before any application may be made to any court of law.

77.14 The decision of the FAP shall be treated as a decision of The League and binding upon all the Clubs, Officials, Players and Agents.

77.15 For the avoidance of doubt this Regulation 77 shall not apply to appeals lodged under Regulation 65.2 which shall be referred to the Football League Appeals Committee in accordance with that Regulation.

78 Jurisdiction

78.1 English Law shall govern these Regulations and any hearing under them. The FDC and FAP shall apply English Law (both procedural and substantive) in determining any dispute referred to them under the Regulations.

79 Publication and Confidentiality

79.1 The FDC and or the FAP shall be entitled to publish as they think fit, reports of any inquiry, hearing or proceedings before them to include any findings and sanctions, penalties and costs.

79.2 All evidence given at any such inquiry, hearing or proceedings and any reports published by the FDC or FAP shall, subject to Regulation 79.1, be confidential.

79.3 Each Club, Official, Player or Agent shall be treated as having consented to the publication of such reports.

Section 9 Association and Dual Interests

Introduction

The following Regulations prohibit one Club controlling another and individuals, either alone or with others, having interests in or influence over more than one Club. Associations and dual interests or influence giving rise to actual or perceived conflicts of interest which undermine the integrity of League competitions and the reputation, credibility and image of professional football Clubs and all those who support or have a financial or commercial interest in League football are entitled to the assurance that no such Club or individual(s) can or will influence the outcome of any match or enter into any arrangements which prejudice the interests of other Clubs. In exceptional circumstances the Board may allow an individual to have a dual interest but this will be subject to conditions to safeguard the interests of The League and its Clubs.

80 Associations Between Clubs

80.1 Except with the prior written consent of the Board no Club may, either directly or indirectly:

80.1.1 hold or deal in (or make any application to hold or deal in or underwrite any issue of) the securities or shares of another football club; or

80.1.2 be a member of another football club; or

80.1.3 be involved in any capacity whatsoever in the management or administration of another football club; or

80.1.4 have any power whatsoever to influence the financial, commercial or business affairs or the management or administration of another football club; or

80.1.5 lend or gift money to or guarantee the debts or obligations of that football club.

80.2 Except with the prior written consent of the Board no Club shall allow or permit any football club, either directly or indirectly:

80.2.1 to hold or deal in (or make any applications to hold or deal in or underwrite any issue of) the securities or shares of that Club; or

80.2.2 to be a member of that Club; or

80.2.3 to be involved in any capacity whatsoever in the management or administration of that Club; or

80.2.4 to have any power whatsoever to influence the financial, commercial or business affairs or the management or administration of that Club; or

80.2.5 to lend or gift money to or guarantee the debts or obligations of that Club.

80.3 In these Regulations 80-84 inclusive:

80.3.1 'football club' means any football club which is in membership of any of the following:

a The League;

b The Premier League;

c The Football Conference;

d The Southern League;

e The Isthmian League;

f The Northern Premier;

g Any League from time to time represented on The International Football League Board; and any league which may from time to time replace any of the above mentioned leagues or conferences, or be formed in relation to the playing of Association Football at a level equivalent to that played in any of the aforementioned leagues.

80.3.2 'close relative' means a person who is related to that person whether by family ties or in law and the final determination shall be made by the Executive.

81 Interests in More Than One Football Club

81.1 Except with the prior written consent of the Board a person, or any associate of that person, who is interested in a Club cannot at the same time be interested in any other football club.

81.2 A person shall be deemed to be interested in a football club if he, whether directly or indirectly:

81.2.1 holds or deals in (or has made any application to hold or deal in or underwrite any issue of) the securities or shares of that football club: or

81.2.2 is a member of that football club: or

81.2.3 is involved in any capacity whatsoever in the management or administration of that football club; or

81.2.4 has any power whatsoever to influence the financial, commercial or business affairs or the management or administration of that football club; or

81.2.5 has lent or gifted money to or guaranteed the debts or obligations of that football club, otherwise than in the ordinary course of banking.

81.3 In any case where the person interested in a football club is an individual any of the following shall for the purposes of this Regulation 81 be deemed to be an 'associate' of that person:

81.3.1 a close relative of that person; or

81.3.2 anyone else of a close relationship with that person who, in the opinion of the Executive is or is likely to be acting with or who is financially dependent upon, that person

81.3.3 any company:

81.3.3.1 of which that person (or any individual who is an associate of that person) is a director; or

81.3.3.2 in which that person (or any individual who is an associate of that person) either directly or indirectly holds shares; or

81.3.3.3 over which that person (or any individual who is an associate of that person) is able to exercise any influence or control; or

81.3.4 any person who is a shareholder, director or employee of any company referred to in Regulation 81.3.3 or any close relative of any such person; or

81.3.5 any company which is the holding company, subsidiary company or subsidiary of the holding company of any company referred to in Regulation 81.3.3; or

81.3.6 any person who is a shareholder, director or employee of any company referred to in Regulation 81.3.3 or any close relative of any such shareholder, director or employee; or

81.3.7 any person who is an employee or partner of that person or any close relative of any such employee or partner; or

81.3.8 where any person who is interested in a football club has an agreement or arrangement (whether legally binding or not) with any other person in relation to the exercise of their voting power in a football club or the holding or disposal of their interests in a football club, that other person.

81.4 In any case where the person interested in a football club is a company any of the following shall for the purposes of this Regulation 81 be deemed to be an "associate" of that person:

81.4.1 any person who is a director, shareholder or employee of that person or any close relative of any such director, shareholder or employee; or

81.4.2 any person who is able to influence the financial, commercial or business affairs or the management or administration of that person or any close relative of any such person; or

81.4.3 any company which is the holding company, subsidiary company or subsidiary of the holding company of that person; or

81.4.4 any shareholder, director or employee of any company referred to in Regulation 81.3.3 or any close relative of any such director, shareholder or employee; or

81.4.5 any person who is able to influence the financial, commercial or business affairs or the management or administration of any company referred to in Regulation or any close relative of any such person; or

81.4.6 where any person who is interested in a football club has an agreement or arrangement (whether legally binding or not) with any other person in relation to the exercise of their voting power in a football club or the holding or disposal of their interest in a football club, that other person.

81.5 The holding of not more than 10 per cent of the share capital of any football club shall be disregarded for the purposes of this Regulation 81 provided that those shares are, in the opinion of the Board, held purely for investment purposes only.

82 Interests in Clubs - Trusts and Nominees

82.1 Any act or thing prohibited in Regulations 80 and/or 81 in relation to a Club or a person, firm or company if done by such Club, person, firm or company in person is likewise prohibited through agents, trusts, trustees, nominees or other third parties.

83 Register of Interests

83.1 In addition and without prejudice to the provisions of Regulation 85, the Secretary shall maintain at the Office or such other place as the Board shall from time to time determine a register of such interests as the Board may from time to time determine, including interests held:

83.1.1 by Clubs;

83.1.2 in Clubs;

83.1.3 by persons interested in a Club within the meaning of Regulation 81;

83.1.4 by associates of any such person, within the meaning of Regulation 82; and

83.1.5 by any person specified in Regulation 82.

83.2 In addition and without prejudice to the provisions of Regulation 67, if the Board shall instruct the Secretary to keep a register of interests pursuant to Regulation 65.1, the Secretary shall be entitled, by notice in writing, to require every Club to give written notice to the Secretary of all:

83.2.1 interests held by it in any football club within the meaning of Regulation 80;

83.2.2 interests held by any football club in that Club within the meaning of Regulation 80;

83.2.3 persons interested in the Club and any associates of such persons, each within the meaning aforesaid;

83.2.4 interests held by any person within the meaning of Regulation 82.

Full details as required pursuant to Regulation 83.2 shall be notified to the Secretary within three months of the date of his service of notice requiring such information. Thereafter, each Club shall give written notice of any change in the notifiable particulars pursuant to this paragraph within 7 days of such change. In all such cases the Club shall only be required to disclose notifiable particulars of which the Club is aware but the Club shall use its best endeavours to investigate any relevant circumstances where there are reasonable grounds to believe that notifiable particulars exist. No Club shall be excused from its obligations under this Regulation 83.2 because of any undertaking of confidentiality to any third party and each Club shall ensure that any undertaking of confidentiality is so qualified.

84 Prohibition of Nursery Clubs

84.1 No Club may be a 'nursery' club of another football club and no Club may have another football club as its 'nursery' club. A football club shall be deemed to be a 'nursery' club if it is under obligation, written or otherwise, to another football club by reason of which it has not the sole and entire control of its own management, finances and Players.

85 Board's Power to Require Information

85.1 The Executive may by notice in writing require any Club, Official or Player whom it knows or has reasonable cause to believe is or has at any time in the period of three years immediately preceding the date on which the notice was issued been in breach of the foregoing Regulations 80 to 84 inclusive:

85.1.1 to confirm that fact or (as the case may be) to indicate whether or not it is the case; and

85.1.2 where such person is or has been in breach as aforesaid, to give such further information to the Executive as the Executive may require.

85.2 Without prejudice to the provisions of Regulation 85.1 the Executive may at any time by notice in writing require any Club to supply to the Executive, within such period as the Board shall reasonably specify, but in any event within 28 days of the date on which the notice was issued, a written list of all members, shareholders, debenture holders and directors of the Club at the date the notice was issued and in the period of the three years immediately preceding the date on which the notice was issued. Such list shall specify such beneficial interests in any such interests as aforesaid of which it is aware.

86 Consent of the Board

86.1 In considering whether or not to give its consent to any matter referred to in Regulations 80, 81, or 82 the Board shall have regard to the need to promote and safeguard the interests and public profile of Association Football, its Players, spectators and others concerned with the game, and shall have regard also to the objects of The League as set out in its Memorandum of Association.

87 Powers of Board in Event of Default

87.1 The Board shall be empowered, upon learning, whether pursuant to Regulations 83 and 85 or otherwise, of any breach of Regulations 69 and 80-84 inclusive to require the Club and/or person in question to take such action as is necessary to rectify the breach forthwith or within such period as the Board shall determine.

87.2 Any breach of any of the foregoing Regulations 80 to 84 inclusive, including without limitation knowingly rendering incorrect or incomplete information pursuant to Regulations 83 and 85, shall constitute misconduct. Without prejudice to the range of other sanctions that may be imposed in respect of such breach, any Club in breach of any of the aforesaid Regulations may with the sanction of a special resolution passed at an Annual or Extraordinary General Meeting of The League, be expelled from the League. There shall be no right of appeal against such expulsion.

88 Relaxation and Disapplication of Regulations Regarding Interests

88.1 The Board shall have power at any time and from time to time to relax or disapply the provisions of Regulations 80 to 87 inclusive, whether absolutely or conditionally, whether in whole or in part and whether generally or as regards its application to one or more Clubs or persons.

Appendix I

Membership Criteria

(Regulation 8)

Part 1 - Ground Capacity and Seating

The ground capacity and number of seats under cover, as recorded in the safety certificate, must meet the following minimum criteria:

	Capacity	Seats
Qualification Criteria	4,000 (with ability to reach 5,000)	500 (with ability to reach 1,000)
Admission Criteria	5,000	1,000 (with ability to reach 2,000)
Membership Criteria	5,000	2,000

A new member club entering Division Three must comply with the Qualification Criteria and has until the 1st May in its first Season as a Member to meet Admission Criteria.

Where such Club remains a Member of The League that Club shall have until 31st May in the third Season from the date of its admission to comply with the requirement to achieve a capacity in accordance with Membership Criteria.

Part 2 - Floodlighting

The average lux value of the floodlights, obtained from 88 readings taken on the grid system provided by The Football League, must meet the following minimum criteria for each division:

	Average Lux Value	Minimum at any one point
Division One	500	300
Division Two	350	210
Division Three	350	210

In order to assess the lux value, a series of 88 readings must be taken with a light meter on a grid pattern set out on the pitch at approximately 10 metres apart. The light meter must be placed on a horizontal plane at pitch level and the average of all the readings is taken to be the average lux value of the floodlights.

The readings must be carried out by a qualified neutral surveyor, a manufacturer or by local electricity boards. The Football League shall require a test certificate and chart to be submitted every two years.

Clubs promoted into Division One shall have until the 31st May in the first season from the date of promotion to meet the minimum floodlighting requirements for Division One clubs.

Clubs in Divisions Two and Three must currently comply with the minimum floodlighting requirements for these divisions.

A new member club entering Division Three must comply with the Football Conference Average Lux Value and has until the 1st May in its first Season as a Member Club to meet the Division Three Average and Minimum Lux Value (which, for the purposes of Regulation 8.4, shall be deemed to be the Admission Criteria regarding floodlighting).

Part 3 (a) - The Football Club and the ground on which it plays

1 Ground Maintenance

The club is to be responsible for the maintenance of the pitch and for the general maintenance of the ground, including (but not limited to) ground safety. The club must ensure that adequate arrangements are in place to maintain its pitch in good order, as required under Regulation 13.

2 Ground Sharing

Ground sharing will only be approved at the discretion of the Board. The Board will not generally approve any ground sharing arrangement where the club plays its matches outside the conurbation, as defined by the Board, from which the club takes its name or with which it is otherwise traditionally associated.

3 Location of Ground

The location of the ground, in its relation to the conurbation, as defined by the Board, from which the club takes its name or with which it is otherwise traditionally associated, must meet with the approval of the Board.

4 New Stadium

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

5 Club Staff

The club must have specific personnel (ie. Club Doctor, Physiotherapist) as required by Football League Regulations and a full-time administration.

Part 3 (b) - Stadium Facilities

1 Directors' Box

The directors' box should enjoy a prime position in the main stand. There should be individual seats and Home and Away areas should be clearly marked.

Home	Minimum number of seats	24
Away	Minimum number of seats	16

2 Dressing Rooms

i **Players** - separate dressing rooms must be provided for the teams. The minimum size for each changing room is 18 sq. metres and each dressing room must have either:

- a bath (minimum size 8 sq. metres) and a minimum of one shower; or
- b a shower area comprising at least 6 shower units; or
- c 6 separate baths

Each room must also be equipped with at least 2 urinals, one WC and one washbasin, or more if required by the responsible Health and Safety authority. There must be a massage table in each room.

ii **Match Officials** - the dressing room for match officials must have a changing area of at least 6 sq. metres and at least one bath and one shower. There must be one WC and one washbasin available for the exclusive use of the match officials. All dressing rooms must be heated, well ventilated, free from damp and secure.

3 Medical Treatment Room

There must be a suitably equipped medical treatment room in the vicinity of the players' dressing rooms.

4 Press Facilities

The minimum number of seats and writing stations must be 12.

5 Directors' Room

There must be a directors' room capable of accommodating a minimum of 18 people for the use of home and visiting directors and there must be adjacent toilet facilities.

6 Parking Facilities

Parking facilities must be provided for Directors, with a minimum of 4 places for the visiting club. There must be safe parking arrangements for the visiting team's coach and parking facilities must also be provided for the Match Officials.

Part 3 (c) - Playing Facilities

1 Playing Area

The dimensions of the field of play must be in accordance with Football League Regulations. Goal posts and goal net supports to be of professional manufacture and to meet the requirements of the Laws of the Game.

The shortest distance between touch-line and pitch perimeter barrier to be **ideally** 2.75 metres, but no less than 2.25 metres.

The shortest distance between goal line and pitch perimeter barrier to be **ideally** 2.75 metres, but no less than 2.25 metres.

2 Trainers' Benches

Trainers' Benches clearly separated to be provided marked HOME and AWAY, as required under Regulation 31.1.

3 Playing Surface Standard

The playing surface shall be grass and must be of a high standard, as defined by Football League Regulations.

The maximum slope allowable shall not exceed an even gradient of vertical to horizontal 1:60 in any direction.

4 Protection of Players and Match Officials

There must be safe unimpeded passage for players and officials between their dressing rooms and the pitch.

Appendix II Medical Record Cards

A Monitoring System

(Regulation 50)

- 1 Monitoring only to be done by Doctors representing The Football Association Medical Committee Specific to Teams.
- 2 Five or six clubs per season to be visited. Clubs to be chosen at random.
- 3 Two or three FA appointed Doctors to carry out the 'monitoring' programme. These to be selected by The FA Medical Committee Specific to Teams.
- 4 The monitoring system to be standardised. Prior to the meeting taking place, all Club Doctors will be informed that the Medical Record Cards are in use and that monitoring of the Regulation is in operation. Clubs will be informed of all relevant information and guidelines for the user.
- 5 The FA appointed Doctor will contact the Club Doctor to make an appointment to meet and both view and discuss the use of the Medical Record Cards.
- 6 Each visit will include:
 - i Viewing a sample of the player's medical records.
 - ii Appropriate advice.
 - iii Discussion between the Club Doctor and FA 'monitoring' Doctor about:
 - Design of the Medical Record Card
 - Update
 - Relevant inclusions
 - Modification suggestions
 - Value of standardised records
 - Opportunity for Club Doctors to discuss other medical issues, eg drug testing.
- 7 The feedback from the 'monitoring' visitor will serve to enhance the quality of:
 - Design
 - Use
 - Upkeeps
- 8 The feedback to all Club Doctors to be through:
 - FA Annual Medical Conference
 - Written update from The FA Medical Committee Specific to Teams.

Appendix III

Rules Governing Conduct of FDC Hearings

(Regulation 75.8)

- 1 Where a Respondent does not admit the Complaint the proceedings shall become contested proceedings.
- 2 The FDC shall have overall control of the conduct of the proceedings and/or hearing.
- 3 To the extent that the FDC directs, the Complainant and the Respondent shall prepare in writing and serve upon the other party and the FDC a statement of its case consisting of:
 - a a statement of that party's case
 - b a summary of that party's evidence
 - c a statement or summary of issues between the parties
 - d a list and / or a summary of the documents relied upon
 - e any points of law with references and copies of authorities relied upon
 - f a statement or summary of any other matters likely to assist the resolution of the disputes or differences between the parties
 - g any other document upon which it intends to rely
- 4 The FDC may order any party to answer the other party's case and to give any reasons for disagreement therewith.
- 5 The FDC may direct the proceedings by deciding on what issues it requires evidence to be presented, the nature of the evidence that it requires and the way in which it receives that evidence. This can relate to documents and/or witness statements.
- 6 Statements or answers shall contain sufficient detail for the other party to know the case it has to answer. If sufficient detail is not provided the FDC may of its own motion or at the request of the other party order the provision of such further information, clarification or elaboration as the FDC may think fit.
- 7 If a party fails to comply with any order made under these Regulations the FDC may make a peremptory order to the same effect providing such time for compliance with it as the FDC considers appropriate and setting out sanctions to be imposed if the defaulting party fails to comply with the peremptory order, including all or any of the following:
 - a debar that party from relying on the matters in respect of which it is in default;
 - b draw such adverse inferences from the act of non-compliance as the circumstances justify;
 - c proceed to a reasoned award on the basis of such materials as have been properly provided to it.
- 8 The same procedures will be followed for any complaint made by the Respondent against the Complainant in their response filed under Regulation 75.5.
- 9 If the FDC is satisfied that there has been inordinate and inexcusable delay by either party in pursuing or defending any complaints and that delay:

- a gives rise, or is likely to give rise, to substantial risk that it is not possible to have a fair resolution of the issues in that claim or counterclaim; or
- b has caused, or is likely to cause, serious prejudice to the other party the FDC may, after hearing representations from all parties, make a reasoned award in favour of the non defaulting party.

- 10 The FDC may hear the parties their representatives and/or witnesses at any time or place and may adjourn the hearing for any period on the application of any party as it thinks fit.
- 11 The parties may choose such representation as they think fit for the conduct of the proceedings. The parties shall notify the FDC and the other parties to the proceedings of the identity of their representative no later than 14 days before any hearing. However, in the event that a party's representative shall be considered by the FDC to have unduly delayed or hindered those proceedings, the FDC may make an order debaring that representative from appearing on behalf of that party in those proceedings.
- 12 The Complainant will present their case and evidence in support first, followed by the Respondent unless, after hearing representations from all parties, the FDC feel that hearing the evidence in a different order is appropriate.
- 13 The witnesses may be questioned by the members of the FDC in addition to any questioning by the parties or their representatives.
- 14 The FDC may order any submission or speech by or on behalf of a party to be put into writing and delivered to it and to the other parties. Nothing in this regulation shall prohibit any party from presenting oral submissions before the FDC.
- 15 The FDC shall be entitled to proceed with any hearing in the absence of one or more parties provided they are satisfied that:
 - a all reasonable steps have been taken to notify the absent party / parties of the hearing; and
 - b the absent party / parties have not provided a reasonable excuse for their absence; and
 - c they are able to resolve the complaints between the parties justly and fairly.
- 16 In the event that the FDC is not able to proceed in accordance with Rule 14 the FDC shall order that the hearing be adjourned to the next available date and may order that the absent party / parties meet the wasted costs of such an adjournment.
- 17 Expert evidence shall be restricted to that which is reasonably required to resolve the complaint. Therefore, no expert evidence shall be admissible except with the permission of the FDC. Permission may be given on such terms and conditions as the FDC may decide.
- 18 Where two or more parties wish to rely upon expert evidence on the same issue the FDC may order that there be the instruction of a single joint expert. In the absence of agreement on the identity or terms of instruction either party may apply to the FDC for an order setting out the choice and/or terms of appointment.
- 19 The FDC will not be required to apply the strict rules of evidence.

Any hearing in respect of a complaint shall be recorded so as to ensure that there is an accurate record of any such hearing in the event of a dispute regarding the conduct of that hearing.

Appendix IV

Fit & Proper Persons Test

1. Interpretation

1.1 In this Appendix the following words shall have the following meanings: -

“Authorised Signatory” means any person duly authorised by a resolution of its directors to sign the Declaration on the Club’s behalf.

“Club” means any association football club which is, from time to time, a member of The League.

“Declaration” means the ‘Fit and Proper Person’ Declaration form prescribed by the Executive required to be completed by each Director of a Club, such form to be signed both by the Director and an Authorised Signatory (who must not be the same person).

“Director” means in respect of any Club any individual person operating the powers that are usually associated with the powers of a director of a company incorporated under the Companies Act (as a Company Limited by shares or by guarantee) including but not limited to:

- a) a director as defined by Section 741 of the Companies Act 1985 (as amended);
- b) a person exercising direct or indirect control over a corporate director of the Club;
- c) a person registered as a director or secretary of the Club with the Registrar of Companies;
- d) a person for whom a Form 288(a) (to be filed with the Registrar of Companies) has been completed in relation to the Club;
- e) a person who has been elected to become a director of the Club at a meeting of the board of directors of the Club;
- f) a person who has been elected to become a director of the Club at a meeting of the members of the Club;
- g) a person in accordance with whose directions or instructions the persons constituting the management of the Club are accustomed to act;
- h) a person who exercises or is able to exercise direct or indirect control over the affairs of the Club. For the purposes of this definition a person shall be regarded as being able to exercise direct or indirect control over the affairs of the Club in particular but without prejudice to the generality of the preceding words if that person owns or is entitled to acquire the greater part of the share capital or issued share capital of the Club or of the voting power in the Club

but excluding any legal or professional advisers acting in their legal or professional capacity without any interest (in excess of a 5% shareholding) in the Club other than as its advisers.

“Disqualifying Condition” means all or any of the following: -

- a) being subject to a ban from involvement in the administration of a sport by a Sports Governing Body or such other similar forms of disqualification as may operate from time to time;

- b) having an unspent conviction (or where the Rehabilitation of Offenders Act 1975 does not apply for any reason, having a conviction within the period that would have rendered that conviction unspent had the provisions of that Act applied) for any of the offences listed in the Schedule of Offences;
- c) being subject to a disqualification order as a director of a UK registered company under the Company Directors Disqualification Act 1986 (as amended) unless a Court of competent jurisdiction makes an order under that Act permitting an appointment as Director of a Club;
- d) being subject to a Bankruptcy Order, Interim Bankruptcy Restriction Order or a Bankruptcy Restriction Order;
- e) being a Director of: -
 - i) at least two Football Clubs that have each entered into an Insolvency Event; or
 - ii) one Football Club that has entered into two separate Insolvency Events during any five year period (provided that any five year period can only commence on or after the 11th June 2004). By way of example, where any Football Club has been subject to more than one Insolvency Event during the process of compromising or entering into a composition with its creditors (for example Administration followed by exit via a Company Voluntary Arrangement ('CVA')), this will only count as one Insolvency Event.

“Football Club” means any association football club (including, for the avoidance of doubt, a Club) that is a member of or affiliated to any of the following: -

- a) The Football Association (including, for the avoidance of doubt, any member of any of The Leagues set out at Article 69.1 of the Articles of Association);
- b) any English County Football Association;
- c) The Football Association of Wales
- d) The Scottish Football Association; and
- e) The Irish Football Association

“Insolvency Event” refers to any one of the following:

- a) A manager, receiver, administrator, administrative receiver, liquidator, provisional liquidator or supervisor to a voluntary arrangement is appointed in respect of a Football Club or any part of its undertaking or assets;
- b) A Football Club applies for an Administration Order (as defined in Section 10 of Schedule B (i) of the Insolvency Act 1986) or an Administration Order is made in respect of it or it otherwise enters into Administration;
- c) A winding-up order is made in respect of a Football Club;
- d) A Football Club enters into any arrangement with its creditors or some part of them in respect of the payment of its debts or any of them as a Company Voluntary Arrangement (under the Insolvency Act 1986 or Insolvency Act 2000) or a Scheme of Arrangement (under the Companies Act 1985).
- e) A Football Club passes a resolution pursuant to Section 84 (i) (c) of the Insolvency Act 1986 to the effect that it cannot by reason of its liabilities continue its business and that it is advisable to wind up.

f) A Football Club ceases or forms an intention to cease wholly or substantially to carry on its business save for the purpose or reconstruction or amalgamation or otherwise in accordance with the scheme of proposals that have previously been submitted to and approved in writing by the Board.

g) A Football Club convenes a meeting of its creditors pursuant to Section 95 or Section 98 of the Insolvency Act 1986.

“**Schedule of Offences**” means the list of offences published by the Board from time to time. The Board has the power to alter, add or delete such offences as it so determines and Regulation 2 does not apply.

“**Sports Governing Body**” means any ruling body of a sport that is registered with UK Sport/Sport England, or any corresponding national or international association.

1.2 In these Rules the phrase ‘qualifying / qualifies as a Director’ shall mean when an individual satisfies one or more of the criteria set out within the definition of Director as described above.

2. General

2.1 No person who is, at any time, subject to a Disqualifying Event, may qualify, hold office or act as a Director at a Club.

2.2 Any Club that: -

2.2.1 fails to inform The League of the identity of an individual who qualifies as a Director; or

2.2.2 has as a Director an individual who, either at the date of implementation of these Rules or at any time thereafter, is subject to a Disqualifying Event

shall be subject to such sanctions as are prescribed in accordance with the provisions of this Appendix IV.

3. Reporting Requirements

3.1 Each Club shall, no later than 31st July 2004 provide to The League a list of all Directors at that Club on that date and, in respect of each Director, a completed Declaration.

3.2 Not later than 14 days after any further individual qualifies as a Director at a Club, that Club shall (in addition to such information as is required under Regulation 19) provide to The League a completed Declaration in respect of that Director.

3.3 Any Club that fails to comply with the provisions of Rules 3.1 and or 3.2 shall be guilty of misconduct. The Executive shall have the power to prescribe fixed fines in respect of any default pursuant to Regulation 73 of the Regulations save that there shall be no appeal against any such penalties.

3.4 Any Club that: -

3.4.1 persistently fails to comply with the provisions of Rule 3.1 and or 3.2, where persistent means failing to provide The League with a Declaration in respect of any Director or Directors notwithstanding three written requests to do so; or

3.4.2 intentionally or negligently provides to The League a Declaration in respect of any Director that is false shall be guilty of misconduct. The League’s powers to bring disciplinary proceedings under the Regulations (and, in respect of any breach in respect of Rule 3.4.1 above, Rule 4 below) shall apply.

3.5 Any Director who intentionally or negligently provides to The League a Declaration that is false shall also be guilty of misconduct. The League’s power to bring disciplinary proceedings under the Regulations shall apply.

4. Withdrawal of Membership

4.1 Where: -

4.1.1 any person qualifies as a Director at a Club in breach of Rule 2.1 and that Club fails to remove that Director within such period as is determined by the Board in its absolute discretion; and or

4.1.2 a Club is deemed to have persistently failed to comply with Rule 3.1 and or 3.2 as described in Rule 3.4.1 above

the Board may give notice requiring the Club to transfer its membership to the Company Secretary (‘Notice’) in accordance with Articles 4.5 and 4.7 of the Articles of Association. Article 4.8 (suspension of the Notice) shall apply in the Board’s absolute discretion.

4.2 There shall be no appeal against the service of the Notice.

5. Implementation

5.1 These Rules come into force on the 11th June 2004.

