

## RULES

### PREAMBLE

#### 1. DEFINITIONS

In these Rules, the following words and expressions have the following meanings:-

<b>Academic Year:</b>	1 <sup>st</sup> September in one (1) year to 31 <sup>st</sup> August in the following year.
<b>Academy:</b>	an establishment for the coaching and education of Players operated by a Club in accordance with the requirements of the Association's Academy Regulations.
<b>Amateur Registration Period:</b>	the annual period, as determined by the Council pursuant to Rule 138.3, when Amateur Players (other than those to whom the Professional Registration Period applies under Rule 138.2) may be registered with the Association.
<b>Amateur Player:</b>	a Player who is not a Professional Player.
<b>Appeal Notice:</b>	a written notice stipulating the nature of the appeal and requesting that such matter be referred to the Appeals Panel.
<b>Appeals Panel:</b>	the second instance Panel of the Association empowered to hear disciplinary matters and disputes pursuant to Section E of these Rules.
<b>Appeals Panel Fee:</b>	the appropriate sum pursuant to Rule 44.1.3.
<b>Arbitration Fee:</b>	the appropriate sum pursuant to Rule 45.3.
<b>Arbitration Notice:</b>	a written notice stating the nature of the matter complained of and requesting that such matter be referred to the Independent Arbitration Panel.
<b>Area Association:</b>	any regional football association defined pursuant to Rule 11.1.2
<b>Associate Member:</b>	a person or organisation who is not a Member and has been admitted into associate membership of the Association by the Council.
<b>Association:</b>	The Football Association of Wales Limited (company number 00213349) whose registered office is at 11/12 Neptune Court, Vanguard Way, Cardiff, CF24 5PJ.
<b>Association Football:</b>	the game controlled by FIFA and organised in

	accordance with the Laws of the Game.
<b>Business Day:</b>	any day of the week except a Saturday or Sunday or public bank holiday in Wales.
<b>CAS (TAS):</b>	Court of Arbitration for Sport (Tribunal Arbitral du Sport) in Lausanne, Switzerland.
<b>Chief Executive Officer:</b>	the senior employee of the Association.
<b>Closed Friendly Match:</b>	a game of Association Football which is not an Official Match which is played between two (2) teams (whether or not from different Clubs) but is not made open for the public to attend.
<b>Clubs:</b>	all clubs whose teams play in Official Matches including, without limitation, Qualifying Clubs.
<b>College Team:</b>	a team of a further or higher education establishment (including, but not limited to, university teams) and during any relevant Playing Season only plays Association Football exclusively in matches organised for teams from such further or higher education establishments.
<b>Conference Date:</b>	the designated date in each Playing Season set by the Council for the completion of each round of cup matches in competitions organised by the Association.
<b>Council:</b>	the supreme executive body of the Association.
<b>Councillor:</b>	each member of the Council.
<b>Directly Affiliated League:</b>	any league defined pursuant to Rule 11.1.3.
<b>Disciplinary Notice:</b>	a written notice from the Association stipulating the nature of the alleged Disciplinary Offence.
<b>Disciplinary Offence:</b>	any breach of a Rule or any Regulation.
<b>Disciplinary Panel:</b>	the first instance panel of the Association empowered to hear disciplinary matters and disputes pursuant to Section E of these Rules.
<b>Doping Offence:</b>	any act or omission defined as a doping Offence (or any equivalent term or phrase) used to define doping offences or doping breaches defined in the Anti-Doping Regulations.
<b>FIFA:</b>	Fédération Internationale de Football Association.
<b>FIFA Rules:</b>	the statutes of FIFA as amended from time to time and all rules, regulations, orders and other

directives issued by FIFA from time to time.

<b>Football Related Liabilities:</b>	all amounts (whether actual or contingent and whether payable now or in the future) due to the Association, and any Qualifying Club or other club, any Directly Affiliated League or other league, any Area Association or any Player, manager or coach.
<b>Futsal:</b>	a game controlled by FIFA and organised in accordance with the Futsal Laws of the Game.
<b>Futsal Laws of the Game:</b>	the laws and other rules for playing Futsal prescribed by FIFA from time to time.
<b>IFAB:</b>	the International Football Association Board.
<b>Independent Arbitration Panel:</b>	the independent body empowered to hear disciplinary matters and disputes pursuant to Section E of these Rules.
<b>Intermediary:</b>	any person or entity so defined in the Association's Agent Regulations.
<b>ITC:</b>	the International Transfer Certificate issued by one national association to another in accordance with the FIFA Rules.
<b>Judicial Body:</b>	the Association's judicial bodies comprise the Disciplinary Panel, Appeals Panel and Independent Arbitration Panel.
<b>Junior League:</b>	a league playing Association Football in Wales which is exclusively for Junior Players.
<b>Junior Player:</b>	any Player in Academic Years one (1) to eleven (11).
<b>Laws of the Game:</b>	the laws and other rules for playing Association Football as prescribed by IFAB from time to time.
<b>Life Councillor:</b>	a person becoming a life member of the Council pursuant to either Rule 12.8 or Rule 19.
<b>Life Vice-President:</b>	a person becoming a life member of the Council pursuant to Rule 12.7.
<b>Member:</b>	a Councillor, Area Association, Directly Affiliated League or Qualifying Club that has been admitted into membership of the Association by the Council.
<b>National Level:</b>	football played in leagues which are in membership of and directly affiliated to the Association and which currently comprise The

Welsh Premier League; The Welsh Football League; The Cymru Alliance League; The Welsh Alliance League; The Mid Wales League; The Welsh National League and The Welsh Premier Women's League.

- North Wales Area:** the area of Wales so designated by the Council pursuant to Rule 14 and “**Area**” and “**sub-Area**” shall be construed accordingly.
- North Wales Representatives:** the six (6) nominated or elected Councillors for the North Wales Area.
- Officers:** the senior officers of the Association comprising the “President”, two “Vice-Presidents” and the “Honorary Treasurer”.
- Official Match:** a game of Association Football played within the framework of organised football under the jurisdiction of the Association, in league, cup or other format but not including Open Friendly Matches or Closed Friendly Matches or matches played under the Association's Mini Football Regulations or Futsal matches or Walking Football.
- Open Friendly Match:** a game of Association Football which is not an Official Match which is played between two (2) teams (whether or not from different Clubs) and is made open to the public to attend.
- Panel:** any Judicial Body.
- Player:** a player of Association Football, whether Amateur or Professional, registered with the Association, and any Academy, Junior or Youth Player of Association Football whether or not registered with the Association.
- Playing Season:** the period in each year when Official Matches may be played in Wales as determined by the Council pursuant to Rule 138.1
- Professional Player:** a player who has a written contract with his/her Club and is paid by his/her Club more for his/her footballing activities for the Club than the expenses he/she effectively incurs in performing his/her obligations to the Club.
- Professional Registration Periods:** the two (2) annual periods, as determined by the Council pursuant to Rule 138.2, when Professional Players (and those Amateur Players referred to in Rule 138.2) may be registered with the Association.
- Qualifying Club:** any club defined pursuant to Rule 11.1.1.

<b>Recognised Signatories:</b>	two (2) signatures by the secretary (or equivalent) and the chairman (or equivalent) of a Qualifying Club, Directly Affiliated League or Area Association, in each case with the signatories signing personally.
<b>Recreational Level:</b>	football played in leagues which are not in membership of and are not directly affiliated to the Association.
<b>Regulations:</b>	<p>the regulations, byelaws, orders, codes, policies, procedures and any other directive or instruction issued by the Association from time to time including, without limitation, the following Regulations of the Association:-</p> <ul style="list-style-type: none"> <li>• The Standing Orders of the Association</li> <li>• Agent Regulations;</li> <li>• Reduced Penalty Regulations;</li> <li>• Anti-Doping Regulations;</li> <li>• Categories of Suspension Regulations;</li> <li>• Disciplinary Procedures Concerning Field Offences Regulations;</li> <li>• National Domestic Club Licensing Regulations;</li> <li>• Welfare Policies and Procedures and Regulations;</li> <li>• Disciplinary Ceding Regulations; and</li> <li>• Mini Football Regulations;</li> <li>• Academy Regulations.</li> </ul>
<b>Request Fee:</b>	the appropriate sum pursuant to Rule 43.2.3.
<b>Request Notice:</b>	a written notice stipulating the nature of the matter complained of and requesting that such matter be referred to the Disciplinary Panel.
<b>Rules:</b>	these rules of the Association as amended by the Members from time to time.
<b>South Wales Area:</b>	the area of Wales so designated by the Council pursuant to Rule 14 and “ <b>Area</b> ” and “ <b>sub-Area</b> ” shall be construed accordingly.
<b>South Wales Representatives:</b>	the six (6) nominated or elected Councillors for the South Wales Area.
<b>Subordinate:</b>	<p>shall mean:-</p> <ul style="list-style-type: none"> <li>• any director, member, representative, official, employee, referee or other playing official or Player of a Qualifying Club, Area Association or Directly Affiliated League;</li> <li>• every spectator at a game of Association Football in which a team of a Qualifying</li> </ul>

Club plays, or in which a representative team of an Area Association or Directly Affiliated League plays, and any person purporting to be a supporter or follower of such Member PROVIDED THAT the provisions of Rules 7.5, 28, 38.1.3, 38.1.4, 38.1.4 (A), 38.1.5 (A), 38.1.6, 38.1.8, 38.1.10, 38.1.11, 38.1.12, 38.1.16, 91, 98, 99, 125(B) and 137 shall not apply to such spectators, supporters or followers;

- all other organisations, clubs, bodies, entities or persons who are members of, or affiliated to, over whom a Qualifying Club, Area Association or Directly Affiliated League exercises, or purports to exercise, control; and
- any Intermediary.

<b>Sunday Club:</b>	a Club which is not a Member of the Association and during any relevant Playing Season only plays Association Football on a Sunday.
<b>TMS:</b>	the Transfer Matching System in place from time to time under the FIFA Rules.
<b>Training Compensation:</b>	payable in accordance with the FIFA Rules or the Association's Domestic Training Compensation Regulations.
<b>Trialist:</b>	a Player who is not registered to play with a Club (with the exception of a Professional Player playing in a trial match pursuant to Rule 70) who is under assessment and evaluation by a Club as to their ability and fitness to play Association Football for that Club.
<b>UEFA:</b>	Union des Association Européennes de Football.
<b>UEFA Rules:</b>	the statutes of UEFA as amended from time to time and all rules, regulations, orders and other directives issued by UEFA from time to time.
<b>VAT:</b>	value added tax at the rate set from time to time.
<b>Veteran Club:</b>	a Club which is not a member of the Association and during any relevant Playing Season only plays Association Football in matches organised exclusively for persons over thirty five (35) years of age.
<b>Walking Football:</b>	a version of the game in which Players of all ages can participate and in which the Players must not run and/or jog and must have one foot on the ground at all times in accordance with the guidelines set by the Association from time to

time.

**Welsh Premier League:** the premier league for the playing of Association Football by male Players in Wales, otherwise known as the “WPL”.

**Welsh Premier League Representative:** the Councillor nominated or elected to represent the Welsh Premier League.

**Welsh Premier Women’s League:** the premier league for the playing of Association Football by female Players in Wales.

**Welsh Premier Women’s League Representative:** the Councillor nominated or elected to represent the Welsh Premier Women’s League.

**Youth League:** means:-

- a league playing Association Football in Wales which is exclusively for Youth Players; and
- any development league of the Welsh Premier League which is primarily for Youth Players but which permits older Players to participate in matches to such extent as may be approved by the Association from time to time.

**Youth Player:** any Player who is aged sixteen (16), seventeen (17) or eighteen (18) registered to play in a Youth League and includes for the whole of the Playing Season any Player who reaches nineteen (19) years of age during that Playing Season.

## 2. INTERPRETATION

2.1 Headings do not affect the interpretation of the Rules.

2.2 References to any statute or statutory provision include references to all acts of parliament and all other legislation having legal effect in the United Kingdom and any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also includes any orders, regulations, instruments or other subordinate legislation made under that statute.

2.3 The singular includes the plural and vice versa and gender includes any other genders and references to persons including an individual, company, corporation, firm or partnership.

## SECTION A COMPOSITION OF THE ASSOCIATION

1. The Rules shall at all times be read and constructed in conjunction with the FIFA Rules and the UEFA Rules and in the case of conflict between these Rules and the FIFA Rules or UEFA Rules, the FIFA Rules or UEFA Rules shall prevail, and in the case of conflict between the FIFA Rules and UEFA Rules, the FIFA Rules shall prevail.

2. The objectives of the Association are:-
  - 2.1 throughout Wales, to improve the game of Association Football constantly and promote, regulate and control it in the light of fair play and its unifying, educational, cultural and humanitarian values, particularly through youth and development programmes;
  - 2.2 throughout Wales, to organise competitions, and authorise others to organise competitions, in Association Football in all its forms at all levels, by defining precisely, as required, the areas of authority of the various Area Associations and Directly Affiliated Leagues;
  - 2.3 to draw up all necessary Regulations to implement its rights, powers and objectives under these Rules and such measures and procedures as may be necessary to ensure their enforcement;
  - 2.4 to protect the interests of its Members;
  - 2.5 to comply with and prevent any infringement of the FIFA Rules and UEFA Rules and all decisions of FIFA, UEFA and the Association as well as the Laws of the Game and ensure compliance with these by its Members;
  - 2.6 throughout Wales, to prevent all methods or practices which might jeopardise the integrity of football matches or competitions or give rise to abuse of Association Football;
  - 2.7 throughout Wales, to control and supervise all friendly football matches of all forms;
  - 2.8 to manage the international sporting relations of Wales connected with Association Football in all its forms;
  - 2.9 to host in Wales Association Football competitions at international and other levels;
  - 2.10 to be neutral in matters of politics and religion and in discharging its functions, the Association will not discriminate against a country, private person, or group of people, or other entity, on account of ethnic origin, gender, language, religion, politics, age or any other reason and will ensure compliance with these obligations by its Members; and
  - 2.11 to promote friendly relations between its Members, Subordinates and in society for humanitarian objectives.
3. Every Member, Subordinate or other person or organisation involved in the game of Association Football in Wales shall observe these Rules and the Regulations and the principles of fair play as well as the principles of loyalty, integrity and sportsmanship.
4. The Association shall provide the necessary institutional means to resolve any internal dispute that may arise between Members, Subordinates or other person or organisations involved in the game of Association Football in Wales.
5. The status of Players and the provisions for their transfer shall be regulated by the Association in accordance with the FIFA Rules and Players shall be registered in accordance with these Rules.



6. The Association and each of its Members will play Association Football in compliance with the Laws of the Game and only the IFAB shall lay down and alter the Laws of the Game.
7. Qualifying Clubs, Directly Affiliated Leagues and Area Associations shall have the following obligations:-
  - 7.1 to comply fully with the FIFA Rules, UEFA Rules and the Rules and Regulations at all times and to ensure that these are also complied with fully by its Subordinates;
  - 7.2 to ensure the election of its decision-making bodies;
  - 7.3 to take part in competitions and other sports activities organised by the Association;
  - 7.4 to pay its membership subscriptions to the Association;
  - 7.5 to respect the Laws of the Game and to ensure that these are also respected by its Subordinates through an appropriate provision in its own membership rules;
  - 7.6 to adopt and enforce an appropriate provision in its own membership rules specifying that any dispute requiring resolution involving itself or one of its Subordinates and relating to the Rules and Regulations and any decisions of the Association, or equivalent of an Area Association or Directly Affiliated League, shall, at the appropriate stage in the dispute, come solely under the jurisdiction of the appropriate Judicial Body or the panel under Rule 146, as the case may be;
  - 7.7 not to make any change or any amendment of its own membership rules without the approval of the Association;
  - 7.8 to communicate to its own members any amendment of its own membership rules;
  - 7.9 not to maintain any relations of a sporting nature with entities that are not recognised by FIFA, UEFA or the Association or with Members that have been suspended or expelled by the Association;
  - 7.10 to observe the principles of loyalty, integrity and good sporting behaviour as an expression of fair play through an appropriate provision in its own membership rules;
  - 7.11 to keep and update regularly a register of its members; and
  - 7.12 to comply fully with all other duties arising from the FIFA Rules, UEFA Rules, the Rules and Regulations,and violation of the above-mentioned obligations by any Member may lead to penalties provided for in these Rules.
8. Qualifying Clubs, Directly Affiliated Leagues and Area Associations shall be subordinate to, and recognised by, the Association. These Rules define the scope of authority and the rights and duties of the Members.

9. Each Member shall take all decisions on any matters regarding its membership of the Association independently of any external body. Where the Member is not an individual, this obligation applies regardless of its corporate structure.
10. No natural or legal person (including, without limitation, holding companies or subsidiaries) shall exercise control over more than one Qualifying Club or other club playing Association Football in Wales whenever the integrity of any match or competition could be jeopardised.
11. Membership:-

11.1 The Members shall comprise the following:-

11.1.1 a Qualifying Club means a club playing Association Football according to these Rules and:-

11.1.1.1 who play in the divisions of the Directly Affiliated Leagues as the Council shall prescribe in its absolute discretion from time to time; or

11.1.1.2 who has enjoyed fifteen (15) years continuous membership of the Association whether or not still playing in the relevant divisions of the Directly Affiliated Leagues prescribed by Council under Rule 11.1.3; or

11.1.1.3 who is permitted into membership of the Association at the absolute discretion of the Council,

PROVIDED THAT in all cases and at all times, the Qualifying Club plays its home matches in Wales but nothing in this Rule shall affect the membership of any Qualifying Club that on the date these Rules are effective, plays its home matches in those English counties any part of whose boundaries are contiguous with any part of the boundary of Wales;

11.1.2 an Area Association means any regionally defined football association responsible for fostering and improving the game of Association Football, promoting and organising competitions and matches and general management of Association Football, within its defined area under the authority of the Association, whose headquarters are situate in Wales, which currently comprise the Central Wales Football Association; Gwent County Football Association, North East Wales Football Association; North Wales Coast Football Association; South Wales Football Association and the West Wales Football Association and any other such area association permitted into membership of the Association at the absolute discretion of the Council from time to time;

11.1.3 a Directly Affiliated League means any organisation as the Council shall prescribe from time to time which arranges and runs a seasonal competition of a league or series of leagues for Qualifying Clubs which currently comprise The Welsh Premier League; The Welsh Football League; The Cymru Alliance League; The Welsh Alliance League; The Mid Wales League; The Welsh National League and The Welsh Premier Women's League and any other such

organisation permitted into membership of the Association at the absolute discretion of the Council from time to time; and

11.1.4 each Councillor.

11.2 A club, league and any other body or person not being a Member shall be eligible to apply to the Association to become an Associate Member and the Council shall have absolute discretion on whether to grant or refuse the application. An Associate Member shall be subject to these Rules and the Regulations. An Associate Member shall have no right to propose changes to the Rules or otherwise seek to convene a meeting of the Members; receive notice of any meeting of the Members; attend any meeting of the Members or vote at any meeting of the Members.

12. The following shall apply in respect of the Officers:-

12.1 there shall be four (4) posts of Officers who shall be appointed or elected (as the case may be) triennially by the members of the Council from the twenty (20) Councillors referred to in Rule 13 or from the sitting Officers, except for the President who shall not serve more than one (1) term in the office of President, whether consecutively or otherwise. The four Officers so appointed must be two (2) who have their principal private residence or clubs they represent in the North Wales Area (in May 2015 the areas governed by the North Wales Coast Football Association, the North East Wales Football Association and the Central Wales Football Association) and two (2) who have their principal private residence or clubs they represent in the South Wales Area (in May 2015 the areas governed by the West Wales Football Association, the South Wales Football Association and the Gwent County Football Association). A Life Vice-President or Life Councillor shall not be eligible to stand for appointment or election to the post of an Officer;

12.2 each Officer shall serve in office for a term of three (3) years, commencing on the date of the first meeting of the Council on or after 1st August in the relevant year. For the avoidance of doubt, the triennial cycle for Officers runs from 1st August 2009;

12.3 the four (4) posts shall consist of a President, two (2) Vice-Presidents (one to represent, and have his/her principal private residence in, the North Wales Area and one to represent, and have his/her principal private residence in, the South Wales Area) and an Honorary Treasurer. A Vice-President or Honorary Treasurer shall be eligible for re-election to their current post or for election to any other Officer post;

12.4 if only one (1) candidate is nominated for a named Officer post, that nominee shall be automatically appointed to such post without the need for an election amongst the Councillors. If two (2) or more candidates are nominated for a named Officer post, an election shall be held amongst the Councillors. The minimum number of nomination for any post of an Officer shall be one (1) and a Councillor shall be entitled to nominate himself;

12.5 nominations for the posts of Officers must be made at the Council meeting immediately prior to the meeting of the Council at which the appointments or elections (as the case may be) will be made or take place. The names of those nominated shall be circulated to all Council members;

12.6 if a person appointed or elected (as the case may be) as an Officer is one of the

twenty (20) Councillors referred to in Rule 13, such Councillor shall vacate such post and shall sit on the Council as an Officer of the Association. The vacancy created shall be filled in accordance with Rule 18;

- 12.7 the President shall automatically become a Life Vice-President at the end of his/her term of office; and
- 12.8 on ceasing to be an Officer, a Vice-President or Honorary Treasurer shall automatically become a Life Councillor.

## **SECTION B THE COUNCIL**

- 13. The Association shall be governed by the Council. The Council shall consist of the four (4) Officers and twenty (20) Councillors as elected or nominated for a term of three (3) years, commencing 1<sup>st</sup> August (for the avoidance of doubt, the triennial cycle for these twenty (20) Councillors runs from 1<sup>st</sup> August 2013), together with such Life Vice-Presidents and Life Councillors as there may be from time to time. The said twenty (20) Councillors shall be nominated or elected as appropriate triennially as follows:-
  - 13.1 the six (6) South Wales Representatives shall be nominated and elected by Qualifying Clubs in the South Wales Area;
  - 13.2 the six (6) North Wales Representatives shall be nominated and elected by Qualifying Clubs in the North Wales Area;
  - 13.3 the one (1) Welsh Premier League Representative shall be nominated and elected by the Qualifying Clubs in The Welsh Premier League;
  - 13.4 the one (1) Welsh Premier Women's League Representative shall be nominated and elected by Qualifying Clubs in The Welsh Premier Women's League; and
  - 13.5 each of the six (6) Area Associations shall nominate one (1) Councillor and the names of the persons nominated under this Rule 13.5 shall be submitted to the Chief Executive Officer no later than 1st August in the relevant year.
- 13(A) Save in respect of an existing Councillor standing for re-election or re-appointment, from and including 1<sup>st</sup> August 2016 no person shall be eligible to become a Councillor unless they are under 70 years of age on the date they take up office and from and including 1<sup>st</sup> August 2019 no person shall be eligible to become a Councillor unless they are under 65 years of age on the date they take up office.
- 14. Notwithstanding anything contained in these Rules, the Council, for the purpose of determining the constituency for the election of the six (6) South Wales Representatives and the six (6) North Wales Representatives and in so doing ensuring good representation of the whole of Wales, shall be empowered to divide the country into suitable Areas and sub-Areas and allocate such representation as far as possible fairly between the Qualifying Clubs. When creating any sub-Area, the Council shall prescribe the number of Councillors to represent that sub-Area. The prescribed number for any Area not divided into sub-Areas shall be six (6). Such Areas of the country are currently the South Wales Area (six (6) prescribed representatives) and the North Wales Area with the North Wales Area currently divided further into the North East Wales sub-Area (two (2) prescribed representatives), North Wales Coast sub-Area (two (2) prescribed representatives) and Central Wales sub-Area (two (2) prescribed representatives). Qualifying Clubs in any particular Area or sub-Area shall only vote for those candidates

nominated for the post of Councillor from the particular Area or sub-Area concerned. The Council shall have the power to prescribe the maximum number of votes each Qualifying Club must cast in any election. Failure to cast the said maximum number of votes will render the Qualifying Club's ballot paper void. Voting papers for any particular Area or sub-Area will state clearly the maximum number of votes which must be cast by Qualifying Clubs in the election. Only those clubs which were Qualifying Clubs on 1st August preceding the appointment or election to a post on the Council (whether triennial or to fill a vacancy), shall be entitled to nominate a candidate for a post on the Council and vote in any election for that post.

15. Candidates for the post of the six (6) North Wales Representatives and six (6) South Wales Representatives and the single Welsh Premier League Representative and the single Welsh Premier Women's League Representative shall be chosen by a process of nomination and election as follows:-

15.1 candidates shall either be nominated by a Qualifying Club (which in the case of the North Wales Representatives and South Wales Representatives shall mean a Qualifying Club from within the relevant Area or sub-Area and in the case of the Welsh Premier League Representative shall mean a Qualifying Club in The Welsh Premier League and in the case of the Welsh Premier Women's League Representative shall mean a Qualifying Club in The Welsh Premier Women's League) or shall be a retiring Councillor who wishes to stand for re-election to the same post from which he/she is retiring. Candidates nominated by a Qualifying Club must express their willingness to stand in writing beforehand. The Qualifying Club shall notify the Chief Executive Officer of their nomination on the official form as prescribed by the Chief Executive Officer from time to time, sent out by the Chief Executive Officer at least fourteen (14) days prior to 14<sup>th</sup> June. Such form shall be signed by the Recognised Signatories of the Qualifying Club and returned to the Chief Executive Officer on or before 14<sup>th</sup> June in any year when the triennial elections are taking place. Any retiring Councillor seeking to be re-appointed shall notify the Chief Executive Officer on or before 14<sup>th</sup> June and his/her name shall be added to the list of candidates. No candidate shall be allowed to withdraw his/her name from the list within three (3) days after the closing date for the receipt of nominations;

15.2 in the event that the prescribed number of candidates for an Area or sub-Area, or less than the prescribed number, are nominated for the posts of North Wales Representatives, they shall be automatically appointed to the Council without the need for an election. If the number of candidates exceeds the prescribed number, an election amongst the relevant Qualifying Clubs shall be held in accordance with Rules 17.1 to 17.10;

15.3 in the event that the prescribed number of candidates for an Area or sub-Area, or less than the prescribed number, are nominated for the posts of South Wales Representatives they shall be automatically appointed to the Council without the need for an election. If the number of candidates exceeds the prescribed number, an election amongst the relevant Qualifying Clubs shall be held in accordance with Rules 17.1 to 17.10;

15.4 in the event that only one candidate is nominated for the post of the Welsh Premier League Representative, that person shall be automatically appointed to the Council without an election. If the number of candidates exceeds one (1) an election amongst the relevant Qualifying Clubs shall be held in accordance with Rules 17.1 to 17.10;

15.5 in the event that only one candidate is nominated for the post of the Welsh

Premier Women's League Representative, that person shall be automatically appointed to the Council without an election. If the number of candidates exceeds one (1) an election amongst the relevant Qualifying Clubs shall be held in accordance with Rules 17.1 to 17.10.

- 15.6 in the event that less than the prescribed number of candidates for an Area or sub-Area are nominated for the posts of North Wales Representatives, the Council shall have the power to, and shall, appoint the necessary number of person or persons to make the number of North Wales Representatives up to the prescribed number and such person or persons so appointed by the Council shall be North Wales Representatives as if elected or appointed to the post by the relevant Qualifying Clubs;
- 15.7 in the event that less than the prescribed number of candidates for an Area or sub-Area are nominated for the posts of South Wales Representatives, the Council shall have the power to, and shall, appoint the necessary number of person or persons to make the number of South Wales Representatives up to the prescribed number and such person or persons so appointed by the Council shall be South Wales Representatives as if elected or appointed to the post by the relevant Qualifying Clubs;
- 15.8 in the event of no candidate being nominated for the post of Welsh Premier League Representative, the Council shall have the power to, and shall, appoint a person as the Welsh Premier League Representative and such person so appointed by the Council shall be the Welsh Premier League Representative as if elected or appointed to the post by the relevant Qualifying Clubs;
- 15.9 in the event of no candidate being nominated for the post of Welsh Premier Women's League Representative, the Council shall have the power to, and shall, appoint a person as the Welsh Premier Women's League Representative and such person so appointed by the Council shall be the Welsh Premier Women's League Representative as if elected or appointed to the post by the relevant Qualifying Clubs;
- 15.10 where more than the prescribed number of candidates for an Area or sub-Area nominated for the posts of North Wales Representatives or more than the prescribed number of candidates for an Area or sub-Area nominated for the posts of South Wales Representatives or more than one (1) candidate nominated for the post of Welsh Premier League Representative or more than one (1) candidate nominated for the post of Welsh Premier Women's League Representative, an election shall be held in any such case amongst the relevant Qualifying Clubs to choose the relevant Representatives;
- 15.11 save as set out in Rule 15.12, no Qualifying Club shall be allowed to nominate or vote for more than one candidate for election to the Council in any one election; and
- 15.12 solely in respect of the nomination or election of Councillors, and for no other purpose under these Rules, a Qualifying Club with teams playing in both (a) the South Wales Area or North Wales Area or The Welsh Premier League (as the case may be) and (b) the Welsh Premier Women's League shall be entitled to participate in the process to nominate or elect both (a) the South Wales Representatives or the North Wales Representatives or the Welsh Premier League Representative (as the case may be) and (b) the Welsh Premier Women's League Representative.

16. No two Councillors shall be directors or committee members or officers or in any other material way associated with the same Qualifying Club.
17. In the event of an election being held:-
  - 17.1 voting papers containing the names of candidates for election to the Council as South Wales Representatives shall be sent by the Association to all Qualifying Clubs eligible to vote within the South Wales Area or sub-Area;
  - 17.2 voting papers containing the names of candidates for election to the Council as North Wales Representatives shall be sent by the Association to all Qualifying Clubs eligible to vote within the North Wales Area or sub-Area;
  - 17.3 voting papers containing the names of candidates for election to the Council as the Welsh Premier League Representative shall be sent by the Association to all Qualifying Clubs in The Welsh Premier League;
  - 17.4 voting papers containing the names of candidates for election to the Council as the Welsh Premier Women's League Representative shall be sent by the Association to all Qualifying Clubs in The Welsh Premier Women's League;
  - 17.5 all completed voting papers, relating to the election of South Wales representatives shall be dispatched to the Association in special envelopes, which envelopes shall have been supplied by the Association and which shall be printed on their face with the name of the relevant Area or sub-Area. All completed voting papers, relating to the election of North Wales Representatives shall be dispatched to the Association in special envelopes, which envelopes shall have been supplied by the Association and which shall have printed on their face with the name of the relevant Area or sub-Area. All completed voting papers relating to the election of the Welsh Premier League Representative shall be dispatched to the Association in special envelopes which envelopes shall have been supplied by the Association and which shall have printed on their face, "Ballot Paper Welsh Premier League". All completed voting papers, relating to the election of Welsh Premier Women's League Representatives shall be dispatched to the Association in special envelopes, which envelopes shall have been supplied by the Association and which shall have printed on their face "Ballot Paper Welsh Premier Women's League". All such voting papers, whether relating to the South Wales Area or North Wales Area or The Welsh Premier League or The Welsh Premier Women's League, must be received by the Association by not later than the 25th of July in the year of triennial elections;
  - 17.6 each special envelope, in which any completed voting paper is dispatched to the Association, must be signed on behalf of the Qualifying Club by the Recognised Signatories of that Qualifying Club;
  - 17.7 voting papers shall be opened only in the presence of an Officer;
  - 17.8 in the event of a voting paper being declared void, the identity of the Qualifying Club concerned shall not be disclosed but the total number of void ballot papers shall be announced;
  - 17.9 the prescribed number of candidates in the South Wales Area or sub-Area receiving the greatest number of votes shall be declared elected as South Wales Representatives. The prescribed number of candidates in the North Wales Area or sub-Area receiving the greatest number of votes shall be

declared elected as North Wales Representatives. In such elections, the candidate receiving the highest number of votes shall take the first post, the candidate receiving the second highest number of votes shall take the second post, and so on if applicable. In the event of an equal number of votes for two or more candidates, such candidates shall all take up a post except where it would mean more than the prescribed number of Councillors being elected, in which case, as soon as reasonably possible the Association will arrange a re-election for such post or posts in accordance with the processes and procedures used for the triennial election (with the exception of the reference to 14<sup>th</sup> June and 25<sup>th</sup> July). The candidate in the election for the Welsh Premier League Representative receiving the greatest number of votes shall be declared elected as the Welsh Premier League Representative. The candidate in the election for the Welsh Premier Women's League Representative receiving the greatest number of votes shall be declared elected as the Welsh Premier Women's League Representative. If the votes for such post are equal, as soon as reasonably possible the Association will arrange a re-election for such post in accordance with the processes and procedures used for the triennial election (with the exception of the reference to 14<sup>th</sup> June and 25<sup>th</sup> July); and

- 17.10 the President, or in his/her absence, one of the other Officers, shall be the returning officer for the purpose of supervising the count of voting papers. The candidates shall have the right to be present when the votes are counted and at any recount. The results of the elections shall be declared at a meeting which shall be open to the Members. The Chief Executive Officer shall notify all Members of the result of the elections in writing within fourteen (14) days of the count.
18. Vacancies occurring on the Council (including, for the avoidance of doubt, a vacancy in any post as an Officer) shall be filled within three (3) calendar months of such vacancy occurring. If the vacancy is in respect of a Councillor nominated by the Area Associations, the Area Associations which nominated that person shall nominate a replacement and notify the Association in writing accordingly. If the vacancy is in respect of an elected or appointed South Wales Representative or elected or appointed North Wales Representative or the elected or appointed Welsh Premier League Representative or the elected or appointed Welsh Premier Women's League Representative, the processes and procedures used in the triennial elections (with the exception of the reference to 14<sup>th</sup> June and 25<sup>th</sup> July) shall be used to fill such vacancy. If the vacancy is in respect of an Officer, the processes and procedures for the appointment or election of Officers in Rule 12 shall apply.
19. Any person ceasing to be a Councillor after serving as a Councillor for not less than twenty-one (21) years in total, whether consecutive or not, shall automatically be offered the position of Life Councillor by the Council.
20. Upon taking office, a Councillor immediately assumes the position of shareholder and director of The Football Association of Wales Limited and shall remain so until replaced by election, appointment or nomination as the case may be under these Rules or by removal under these Rules or the Articles of Association of The Football Association of Wales Limited. Without limitation to the said provisions of this Rule, a Councillor shall cease to hold office on reaching the age of 80 unless on or before that date they have been made a Life Vice-President or Life Councillor.
21. A candidate for election, appointment or nomination to the Council shall not offer any bribe, or consideration, or pay fees, or offer any improper inducement of any kind whatsoever, to any person or entity (including, without limitation, any Qualifying Club)



for the purpose of procuring the nomination and/or vote of the said person or entity in the election, appointment or nomination of such candidate to the Council. No Area Association, nor any Qualifying Club, nor any Directly Affiliated League, nor any person or other entity whatsoever, shall offer, on behalf of any candidate or at all, any bribe, or consideration, or pay fees, or offer any improper inducement of any kind whatsoever, to any person or entity (including, without limitation, any Qualifying Club) for the purpose of procuring the nomination or vote of such person or entity (including, without limitation, any Qualifying Club) in the election or appointment of any such candidate to the Council. Any breach of this Rule shall be deemed a Disciplinary Offence. In addition to any penalty imposed under Rule 46.1 for any breach of this Rule, any breach whatsoever of this Rule shall render null and void the election to the Council of any candidate concerned or implicated by any such said breach, if such candidate shall have been elected as a Councillor.

## **SECTION C MEMBERS MEETINGS, VOTING AT MEETINGS AND AMENDMENT TO THE RULES**

22. A general meeting of the Members shall be held annually in the month of May for the consideration of any changes to these Rules. No proposed change to the Rules shall be permitted, whether for consideration in the May general meeting or at any special general meeting convened under Rule 23, if such proposed Rule change would affect the commercial and/or financial affairs of the Association or the structures and/or composition of the Pyramid League System as prescribed by the Association from time to time in the Regulations for the Pyramid League System or its equivalent. In the event of any conflict between this Rule and any other Rule, the provisions of this Rule shall apply.
23. In addition to the May general meeting, the Chief Executive Officer shall convene a special general meeting of the Members for the consideration of changes to the Rules either :-
  - 23.1 when the Council informs the Chief Executive Officer it has resolved that a special general meeting should be convened and states the wording of the proposed change or changes to the Rules; or
  - 23.2 upon receipt of a written requisition to convene such a Meeting signed by or on behalf of a quorum of at least forty (40) Members being Area Associations, Qualifying Clubs or Directly Affiliated Leagues signed by the Recognised Signatories, such requisition shall state the wording of the proposed change or changes to the Rules.
24. The wording of any change to the Rules proposed by the Council or any Member (including, for the avoidance of doubt, any individual Councillor) for consideration at the May general meeting shall be notified to the Chief Executive Officer:-
  - 24.1 in the case of any change to the Rules proposed by any Member, on or before 31<sup>st</sup> March in any year in the form of a written notification signed, where appropriate, by the Recognised Signatories; or
  - 24.2 in the case of a Rule change proposed by the Council on or before 30<sup>th</sup> April in any year.
25. The Chief Executive Officer shall notify all Members (including, for the avoidance of doubt, the members of the Council) of the date, time and place of all meetings of the Members ten (10) clear days in advance, such notice to be in writing and to contain

details of the proposed Rule changes to be discussed.

26 At meetings of the Members:-

26.1 all Members being a Qualifying Club, Area Association or Directly Affiliated League shall be entitled to send one representative to the meeting. Such representative must produce a written authority signed by the Recognised Signatories authorising him/her to be such representative at the meeting. All Members being members of Council shall be entitled to attend meetings in person. No person shall represent more than one body or person at a meeting, except that any person may in addition to acting in person or as the representative of a Member body also act as proxy for another Member or Members;

26.2 all Members or their representatives shall be entitled to one (1) vote at meetings. A Rule shall be amended, removed or added if two thirds of those voting at the meeting vote in favour of the proposal;

26.3 Members shall be entitled to vote at meetings by proxy. The Member shall complete the proxy form or as prescribed by the Chief Executive Officer from time to time. The form of proxy shall be lodged with the Chief Executive Officer a minimum of three (3) calendar days prior to the meeting; and

26.4 the President if present, or if absent one of the Vice-Presidents, shall preside as chairman at all meetings unless there be no such chairman present within fifteen (15) minutes of the time appointed for the start of the meeting in which case the Members present shall choose any other Councillor to be chairman of that meeting.

27. Amendments to the Rules made at the May general meeting shall come into force at the beginning of the following Playing Season. Amendments to the Rules made at a special general meeting shall also come into force at the beginning of the following Playing Season, except that:-

27.1 where at any time the Council proposes an amendment, the Council shall have the right to designate that the amendment come into force at an earlier date as stipulated by the Council in the notice of the special general meeting sent to Members proposing the amendment; or

27.2 where an amendment is not proposed by the Council and the amendment is made after the May general meeting but before the commencement of the next Playing Season, the amendment shall not come into force until the beginning of the Playing Season after that unless deemed practicable to implement by the Council, in which case the amendment shall come into force at the beginning of the Playing Season immediately following the amendment.

## **SECTION D APPLICATION OF THE RULES AND THE POWERS OF THE COUNCIL**

28. All Members being Qualifying Clubs, Directly Affiliated Leagues or Area Associations and their Subordinates shall draft their respective own rules or regulations (in whatever form) to be consistent with these Rules and the Regulations. Where a conflict occurs between such rules or regulations and these Rules or the Regulations (as the case may be) these Rules or the Regulations shall prevail.

29. Wherever required to do so by the Association, all Members being Qualifying Clubs, Directly Affiliated Leagues or Area Associations shall ensure that their respective own rules or regulations (in whatever form) and the Rules and Regulations, are fully complied with by their respective Subordinates.
30. Any changes to the rules or regulations (in whatever form) of any Members being Qualifying Clubs, Directly Affiliated Leagues or Area Associations shall be subject to the approval of the Association.
31. Every Member and every Subordinate of a Qualifying Club, Directly Affiliated League or Area Association is subject to and bound by these Rules and the Regulations.
32. In any case, where the wording of Rules 28, 29, 30 or 31 is in conflict with any wording in any other Rule or Regulation, then the wording of Rules 28, 29, 30 or 31 (as the case may be) shall prevail.
33. The Council is hereby empowered to make such Regulations which it deems necessary to provide for matters arising from these Rules or to implement these Rules. Any such Regulation must not conflict with any Rule and in the event of any conflict, such Regulation shall be of no effect to the extent to which it conflicts with any Rule. All Members and all Subordinates shall be deemed to have knowledge of and to be bound absolutely by any such Regulation, if such Regulation shall have been published on the website of the Association.
- 33(A) Council shall not decide to enact or otherwise adopt any motion, issue or other matter proposed or otherwise raised by a Councillor at a meeting of Council ("Proposal") unless Council (a) decides to refer the Proposal for consideration, review and/or amendment to the relevant committee of the Council and (b) Council has subsequently received and considered the said committee's report on the Proposal. The provisions of this Rule shall not apply to a Proposal relating to a day to day operational matter that is materially consistent with the Association's then current (a) strategic and business plans, (b) budget and (c) Regulations.
34. The Council is hereby authorised to make such rules as it deems necessary with reference to and in connection with any competition held within the area of the Association's jurisdiction and specifically, but without limitation, the Council may make any such rules to regulate the actions of any officers or representatives involved in such competitions.
35. The Council shall have power to suspend the playing of Association Football at all or any club or ground within its jurisdiction at such times and for such duration as the Council shall see fit. Notwithstanding any provision contained in Rule 138.1, the Council shall have power to extend or diminish the period of the Playing Season in any year or at any time, when such a course shall seem to it to be necessary or desirable. All contracts or agreements between clubs, Players or any other party or between any or all of them shall be modified (if necessary) to take account of the effect of any decision of the Council which may be made from time to time under the provisions of this Rule.
36. The Council is hereby empowered to prohibit any Member from playing any match or matches with any league or leagues and any club or clubs not belonging to a football association recognised by FIFA, UEFA or the Association, if the Council considers such prohibition necessary or desirable.

**SECTION E                      DISCIPLINARY    PROCEEDINGS,    DISPUTES,    APPEALS    AND**

## INDEPENDENT ARBITRATION

### SECTION E1 PANEL STRUCTURE, COMPOSITION AND JURISDICTION

37. 37.1 The functions of any of the Judicial Bodies of the Association shall be as follows:-
- 37.1.1 except for any matter dealt with under the Reduced Penalty Regulations, the Anti-Doping Regulations or the Disciplinary Ceding Regulations, to adjudicate on any charge of an alleged Disciplinary Offence brought by the Association. In such cases the Association will be a "Party" to the proceedings and any appeal;
  - 37.1.2 to act as an independent tribunal to facilitate the resolution of disputes between Members, Subordinates or other third parties as respectively referred to the Association under Rules 39.2.2 to 39.2.7, inclusive. In such cases, the Members, Subordinates or other third parties (as the case may be) will be the "Parties" to the proceedings and any appeal. For the avoidance of doubt, the Association's function shall be to organise the proceedings (including any hearings) of the Judicial Bodies and the Association shall not be a Party to such proceedings; and
  - 37.1.3 to act as the review body following any request for review of a decision of the Association made under Rule 39.2.8 or 39.2.9. The Association and the party requesting the review will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules.
- 37.2 The Judicial Bodies shall have no jurisdiction to consider or rule on any objection or other challenge to (i) a decision of the Council or any of its committees or sub-committees or (ii) the validity or enforceability of any Rule or Regulation of the Association.
- 37.3 In the event of any conflict or issue of interpretation between any provision of this Rule 37 and any other Rule in Section E, this Rule 37 shall prevail.
38. For the purpose of this Section E of the Rules:-
- 38.1 It shall be a breach of the Rules for any Member or any Subordinate to do or permit or assist in the doing or permitting of any of the following whether in connection with the playing of Association Football or Futsal:-
    - 38.1.1 violate the Laws of the Game or the Futsal Laws of the Game or the Rules or any Regulation or violate the FIFA Rules or UEFA Rules;
    - 38.1.2 violate the rules or regulations (in whatever form) of any Member or any competition, sanctioned by a Member or sanctioned by the Association;
    - 38.1.3 play with or against any club suspended by FIFA, UEFA, the Association, any Area Association or Directly Affiliated League or any other national football association recognised by FIFA or appoint or allow to remain in office a director or official who has been suspended by any such body;

- 38.1.4 in respect of matches taking place within the jurisdiction of the Association, bet in any betting activity (authorised and registered football pools excepted) or accept any bets in any way related to any match;
- 38.1.4(A) in respect of matches involving any Member or Subordinate playing any match in a competition outside Wales, the said Member or Subordinate shall not bet in any betting activity (authorised and registered football pools excepted) or accept any bets in any way related to the said match or any other match in the competition in which the match involving the said Member or Subordinate takes place;
- 38.1.5 offer or attempt to offer, either directly or indirectly, any bribe or other reward whatsoever to a Member, Subordinate, any other club official, Player, referee or any other footballing body or individual with a view to influencing the result, progress, conduct or any other aspect of any match, or to accept any such bribe or other reward;
- 38.1.5(A) whilst participating in a match, whether as a Player or match official, for any person (for reward) to fail to perform their duties or responsibilities to the best of their ability during the match;
- 38.1.5(B) any act of commission or omission aimed at influencing the course and/or conduct of a match or competition (or any incident or event in a match) in an unlawful or undue manner;
- 38.1.5(C) fail to report to the Association immediately any approach from any person, organisation or other third party in respect of activities reasonably thought to be aimed at influencing the course and/or result of a match or competition in an unlawful or undue manner;
- 38.1.5(D) fail to report to the Association immediately any information or behaviour involving any person, organisation or third party in respect of activities reasonably thought to be aimed at influencing the course and/or result of a match or competition in an unlawful or undue manner;
- 38.1.6 allow a director, official, referee, assistant referee or Player under suspension to act as a referee or to perform any duties from the execution of which that person has been suspended, or fail to take all reasonable precautions to prevent such person from entering the ground of any Qualifying Club or any other club;
- 38.1.7 sell or offer for sale, either directly or indirectly, a ticket for any football match in excess of the face value of the ticket;
- 38.1.8 play a match with or against a club whose ground has been closed by the Association on any ground within a radius of twelve (12) miles of the ground closed unless such match is an away fixture for the club whose ground has been so closed and is played at the ground of the home team which is within a radius of twelve (12) miles of the closed ground;

- 38.1.9 commit any act or make any statement either verbally or in writing (including, without limitation, any racial or other discriminatory behaviour, conduct or language), or be responsible for conduct, continuing misconduct or any other matter likely to bring the game of Association Football or the Association into disrepute including, without limitation, any incident on or around the field of play (including the changing room area) that occurs before, during or after a match;
  - 38.1.10 any act or omission constituting a Doping Offence;
  - 38.1.11 if more than two (2) members of a club are found to have committed a Doping Offence during an "Event Period" (as defined in the Anti-Doping Regulations), the club shall be deemed to have committed a Disciplinary Offence;
  - 38.1.12 receive a caution or conviction for any of the offences listed in Schedule 4 Criminal Justice and Court Services Act 2000, its revisions and amendments; or received any caution or conviction for any offences listed in the Sexual Offences Act 2003, its revisions and amendments; or received any caution or conviction for any of the offences listed in Schedule 1 Children and Young Persons Act 1933, its revisions and amendments; or is identified as a person presenting a risk or potential risk to children; or receive any caution or conviction for any offence against a vulnerable adult; or breach the Association's Welfare Policies and Procedures and Regulations, or any code of conduct and ethics established under any of them;
  - 38.1.13 fail to conduct themselves in an orderly fashion or fail to refrain from violence, threatening, abusive, obscene or provocative behaviour, conduct or language whilst attending or taking part in a match including, without limitation, any racial or other discriminatory behaviour, conduct or language;
  - 38.1.14 encroach on the pitch area, save for authorised persons or for reasons of crowd safety;
  - 38.1.15 whilst attending a match (a) have in their possession at any ground any firework, flare, smoke bomb or other pyrotechnic device or (b) ignite or otherwise set-off any firework, flare, smoke bomb or other pyrotechnic device or (c) throw any firework, flare, smoke bomb, other pyrotechnic device, missile, bottle or other potentially harmful or dangerous object (including, without limitation, at or on to the pitch or at any person on the pitch or elsewhere in the ground);
  - 38.1.16 fail to ensure that a private way is provided for players and officials from the playing ground to the dressing room whenever this is practicable at every ground within the jurisdiction of that Member; or
  - 38.1.17 use or provide others with information which is not publically available and which is obtained through the Member's or Subordinate's position in football and which damages, or could damage, the integrity of a match or competition.
- 38.2 Every Member (including, without limitation, a Club) will be responsible for the actions of its Subordinates (including, without limitation, its Players) and the

Member will also be in breach of any Rule or any Regulation, if that Rule or Regulation is breached by its Subordinate.

39. The jurisdiction of the Reduced Penalty Regulations, the Anti-Doping Regulations and, subject to Rule 40, of the Judicial Bodies is as follows:-
- 39.1 any Disciplinary Offence prescribed by the Reduced Penalty Regulations shall be dealt with under such Regulations if the Association elects to use such Regulations and the person charged with the Disciplinary Offence pleads guilty and agrees to the procedures under such Regulations;
- 39.1(A) any Disciplinary Offence under Rule 38.1.10 shall be dealt with under the Anti-Doping Regulations;
- 39.2 the Disciplinary Panel will hear the following matters:-
- 39.2.1 any charge of an alleged Disciplinary Offence brought by the Association against any Member or any Subordinate except (a) any matter dealt with under the Reduced Penalty Regulations; (b) any matter dealt with under the Anti-Doping Regulations; (c) any charge of an alleged breach of Rule 21 reserved to the Appeals Panel under Rule 39.3.1 or (d) any matter dealt with under the Disciplinary Ceding Regulations in accordance with Rule 41. The Association and the said Member or Subordinate will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules;
- 39.2.2 any appeal by a Subordinate or other third party against a decision of a Member, where the said decision was a decision by the Member in the first instance. The Member and the Subordinate or other third party will be the "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules;
- 39.2.3 any appeal by a Subordinate or other third party against a decision of a Member, where the said decision was a decision by the Member acting as an appellant body in hearing an appeal against a decision of a Subordinate. The Subordinate or other third party will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules;
- 39.2.4 any dispute or difference between two or more Members (not being an appeal covered by Rule 39.2.2) which one or more of the said Members refers to the Association for resolution. The said Members will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules;
- 39.2.5 any disputes or differences between a Member and any Subordinate or other third party (not being covered by Rules 39.2.2 or 39.2.3) which one or more of the Member or the Subordinate or other third party refers to the Association for resolution. The Member of the Association and the Subordinate or other third party will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules; and
- 39.2.6 any dispute or difference between a Player and Intermediary which one or more of them refers to the Association for resolution. The Player and the Intermediary will be the relevant "Party" or "Parties" to

the proceedings for the purpose of Section E of the Rules;

39.2.7 any dispute or difference between an Intermediary and any club (not being a Qualifying Club) which one or more of them refers to the Association for resolution. The Intermediary and the club will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules;

39.2.8 any request for a review made under the Agent Regulations by an applicant for Registration (as defined in the Agent Regulations) as an Intermediary following a decision by the Association to decline such application for Registration. The Association and the said applicant will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules; and

39.2.9 the review, in accordance with the Agent Regulations, of any decision of the Association made under the Agent Regulations to suspend the Registration of an Intermediary. The Association and the Intermediary will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules.

39.3 The Appeals Panel will hear the following matters:-

39.3.1 any charge of an alleged Disciplinary Offence brought by the Association against any Member of the Association or any Subordinate for a breach of Rule 21. The Association and the said Member or Subordinate will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of these Rules;

39.3.2 an appeal by either of the relevant Parties against a decision of the Disciplinary Panel made under any part of Rule 39.2 except that the Association will only have the right to appeal against the penalty or sanction imposed by the Disciplinary Panel under Rule 39.2.1 and not against a finding of not guilty other than a finding of not guilty in a Disciplinary Offence under Rule 38.1.11, where the Association's right of appeal shall not be so limited; and

39.3.3 any matters referred to it by the Association under Rule 40 which would otherwise have been heard by the Disciplinary Panel.

39.4 The Independent Arbitration Panel will hear the following matters:-

39.4.1 an appeal by either of the relevant Parties against a decision of the Appeals Panel made under any part of Rule 39 except that the Association will only have the right to appeal against the penalty or sanction imposed by the Appeals Panel under Rule 39.3.1 or 39.3.2 and not against a finding of not guilty under Rule 39.3.1 or 39.3.2; and

39.4.2 any matter referred to it by the Association under Rule 40 which would otherwise have been heard by the Disciplinary Panel or Appeals Panel.

39.5 The proceedings of each Panel will be conducted in a private hearing of all the Parties unless there is an election under the Rules by the relevant Party or Parties (as the case may be) waiving the right to a private hearing.



40. The Officers may in their absolute discretion elect to:-
- 40.1 refer to the Appeals Panel or the Independent Arbitration Panel any matter which in the absence of such an election would otherwise be under the jurisdiction of the Disciplinary Panel; and
  - 40.2 refer to the Independent Arbitration Panel any matter which in the absence of such an election would otherwise be under the jurisdiction of the Appeals Panel,
- and the Association shall give notification of such election to the Parties and the matter shall proceed in accordance with the relevant provisions in the Rules relating to the relevant Panel save that there shall be no increase in fees as a result of such referral.
41. In respect of those Members and Subordinates identified in the Disciplinary Ceding Regulations, and only to the extent prescribed by the Disciplinary Ceding Regulations, the provision of the Disciplinary Ceding Regulations shall apply in substitution for the relevant provisions of Section E of these Rules and shall be binding on such Members and Subordinates. Any matter affecting or involving a Member or Subordinate which is outside the scope of the Disciplinary Ceding Regulations (whether a Disciplinary Offence or other breach of these Rules) shall be dealt with in accordance with Section E of these Rules.
42. The composition of the Panels will be as follows:-
- 42.1 the Disciplinary Panel – only the twenty (20) Councillors referred to in Rule 13 and Life Councillors will sit on the Disciplinary Panel. Each Disciplinary Panel will consist of three (3) members, including one from a list of four(4) chairmen designate nominated by the Council from time to time. On a case by case basis, the Chief Executive Officer will appoint the Disciplinary Panel chairman from the said list of chairmen designate and the other two (2) members of the Disciplinary Panel;
  - 42.2 the Appeals Panel – will consist of three (3) persons, two (2) of whom will be drawn solely from the Officers and Life Vice-Presidents and the third person will be an independent chairman (not a Member) who will be a person of high standing and probity and with a sound knowledge of Association Football matters selected from a list of independent chairman designate nominated by Council from time to time (and no less than triennially). On a case by case basis, the Chief Executive Officer will appoint the independent chairman from the said list of independent chairman designate and the two (2) other members of the Appeals Panel; and
  - 42.3 Independent Arbitration Panel - in any matter concerning a charge of an alleged Disciplinary Offence under Rule 38.1.11, the appeal tribunal division of the National Anti-Doping Panel of Sports Dispute Resolution Panel Limited (or any other equivalent panel nominated by UK Anti-Doping from time to time) will be the Independent Arbitration Panel. In respect of any other Disciplinary Offence or alleged Disciplinary Offence or dispute under the Rules, on a case by case basis, the Chief Executive Officer will select an independent sports arbitration service to act as the Independent Arbitration Panel. In either case, the composition of the Independent Arbitration Panel will be in accordance with that organisation's rules or regulations and, for the avoidance of doubt, the Independent Arbitration Panel may consist of only one person if such appointment is permitted by that organisation's rules or regulations.

- 42(A) No Member or Subordinate shall commence disciplinary proceedings under its own rules or regulations against a person, club or other entity which is under the jurisdiction of the Member or Subordinate, if (in respect of the relevant facts, circumstances or event) the Association has commenced, or indicated to the Member or Subordinate its intention to commence, disciplinary proceedings under these Rules against the person, club or other entity.

**SECTION E2                    COMMENCEMENT OF PROCEEDINGS BEFORE A PANEL –  
NOTICES, FEES AND PROCEDURE**

43. The following will apply if a Party wishes to refer a matter to the Disciplinary Panel:-

- 43.1 Where the Association brings a charge of an alleged Disciplinary Offence under Rule 39.2.1:-

- 43.1.1 the Association will give a Disciplinary Notice to the other Party;
- 43.1.2 the Party charged will have seven (7) Business Days after service of the Disciplinary Notice to reply stipulating whether (a) they admit or deny the charge and (b) whether they wish to waive their right to a private hearing before the Disciplinary Panel. If the charge is denied, the reply must state the grounds of denial and the Party charged will not be permitted to raise any other grounds of denial without the leave of the chairman of the Disciplinary Panel;
- 43.1.3 if the Party charged fails to reply to the Disciplinary Notice within seven (7) Business Days, they will be deemed to have denied the charge and to have waived their right to a private hearing before the Disciplinary Panel. In such circumstances the Association will, without further notice to the Party charged, convene a Disciplinary Panel who will consider the alleged Disciplinary Offence in the absence of the Party charged and the provisions of Rules 43.1.4 to 43.1.11 inclusive shall not apply;
- 43.1.4 if the Party charged has replied to the Disciplinary Notice and requested a private hearing the Association will give the Party charged no less than seven (7) Business Days written notice of the date, time and place of the hearing and the provisions of Rules 43.1.5 to 43.1.11 inclusive shall apply;
- 43.1.5 where the Party charged is an individual person, they will be required to attend the hearing in person. Where the Party charged is not an individual person, one or more duly authorized senior representatives of the Party will attend the hearing, whether directors, officers or otherwise;
- 43.1.6 the Association and the Party charged will disclose to each other such documents as they intend to produce in evidence at the hearing. Whenever reasonably possible, the parties will make such disclosures no less than two (2) Business Days prior to the hearing;
- 43.1.7 the Association and the Party charged will be entitled to make opening and closing remarks at the hearing and to call witnesses who will be expected to answer questions in cross-examination. Members

- of the Disciplinary Panel will be entitled to ask questions of any witness during the hearing. The Party charged will not be obliged to give evidence in person but the Disciplinary Panel will be entitled to draw such inference as may be reasonably appropriate if the Party charged declines to do so. The chairman of the Disciplinary Panel will warn the Party charged of this fact;
- 43.1.8 the Disciplinary Panel hearing will proceed in the absence of the Party charged, unless the Disciplinary Panel reasonably considers that the Party charged has given an acceptable reason for such non-attendance, in which case the hearing will be adjourned;
  - 43.1.9 the Disciplinary Panel will retire to consider its findings in private. A decision may be announced on the day or reserved to a later date, in which case, the decision will be delivered in writing;
  - 43.1.10 if the Disciplinary Panel finds the Party charged guilty of the Disciplinary Offence at a Disciplinary Panel hearing attended by the Party charged, no penalty or sanction will be imposed until:-
    - 43.1.10.1 the Disciplinary Panel has been informed by the Association of any previous Disciplinary Offences recorded against the guilty Party; and
    - 43.1.10.2 the guilty Party has been given the opportunity to make representations in mitigation of the Disciplinary Offence;
  - 43.1.11 the Association and the Party charged shall be entitled to legal or other representation at the Disciplinary Panel hearing;
  - 43.1.12 where the Party charged has waived the right to a private hearing or is deemed to have waived such right, or where the Party charged does not attend the private hearing, the Disciplinary Panel will consider such information as it considers reasonably necessary to decide the matter including, without limitation, any written representations made for or on behalf of the Party charged and representations (whether written or verbal) made for or on behalf of the Association. The Disciplinary Panel will be entitled to seek such further information or evidence as it deems necessary. If the Disciplinary Panel finds the Party charged guilty of the Disciplinary Offence, the Association will inform the Disciplinary Panel of any other Disciplinary Offences recorded against the guilty Party but the Disciplinary Panel will not be obliged to invite the guilty Party to make further representations in mitigation of the Disciplinary Offence before imposing a penalty;
  - 43.1.13 whether or not the hearing takes place, the Disciplinary Panel will have absolute discretion whether to make a cost order for or against the Party charged; and
  - 43.1.14 whether or not a hearing takes place, the Association will send written confirmation of the Disciplinary Panel's findings to the Party charged.
- 43.2 In the case of any other proceedings pursuant to Rule 39.2 under the jurisdiction of the Disciplinary Panel:-

- 43.2.1 the Party wishing to commence the proceedings will give a Request Notice to the Association (marked for the attention of the Chief Executive Officer) and the other party or parties except that under Rule 39.2.9 the referral to the Disciplinary Panel shall be made automatically by the Association in accordance with the Agent Regulations and Rules 43.2.2 to 43.2.5 inclusive shall accordingly not apply and, in the case only of such a referral under Rule 39.2.9, the provisions of Rule 43.2.6 shall be read and construed accordingly;
- 43.2.2 in an appeal under Rules 39.2.2 and 39.2.3 against a decision of a Member, the Request Notice will be served on the Association not more than seven (7) Business Days after the earlier of (a) the Member announcing its decision at the time of its hearing (if any) or (b) receipt by the Party appealing of written notification of the Member's decision. For the purposes of (b) above, the provisions of Rule 144 (as to service of notices etc) shall apply to the said written notification issued by the Member and such provisions shall apply in place of any provision or provisions in the said Member's rules relating to the service of notices etc. Any Request Notice lodged after seven (7) Business Days will be rejected unless the Party lodging the same can demonstrate to the reasonable satisfaction of the Association that it was not reasonably practicable to lodge the Request Notice within the time limit;
- 43.2.3 the following appropriate Request Fee must accompany the Request Notice:-
- 43.2.3.1 £355.00 plus VAT if the Party lodging the Request Notice is a Member playing in the FA Premiership or the Football League or any Subordinate of such Member; or
- 43.2.3.2 £262.00 plus VAT if the Party lodging the Request Notice is a Member playing in the Welsh Premier League, FA Conference, Southern League or Northern League or any Subordinate of such Member; or
- 43.2.3.3 £183.00 plus VAT if the Party lodging the said Notice is a Member which is an Area Association or Directly Affiliated League or Qualifying Club playing in a Directly Affiliated League or any Subordinate of such Member; or
- 43.2.3.4 £100.00 plus VAT in any other case.
- 43.2.4 any Request Notice which is not accompanied by the appropriate Request Fee will be rejected by the Association and any incorrect fee will be returned and, in the case of an appeal under Rules 39.2.2 or 39.2.3, time will continue to run for the service of the Request Notice within the original seven (7) Business Days period stipulated in Rule 43.2.2;
- 43.2.5 the Association will have the right (but not the obligation) to carry out an investigation before referring the matter to the Disciplinary Panel and the Association will be entitled to reject the Request Notice if it reasonably considers that the Request Notice is frivolous or vexatious;

- 43.2.6 subject to Rule 43.2.5, the Association will within twenty (20) Business Days of actual receipt of the Request Notice send a written notice to the Parties confirming the date, time and place of the Disciplinary Panel hearing. In the case of an appeal under Rules 39.2.2 or 39.2.3, the Disciplinary Panel proceedings will be a re-hearing of the case and the Disciplinary Panel will decide the matter on the basis of the evidence produced to them. At any time prior to the Disciplinary Panel hearing, any Party will have the right to waive their right to a private hearing but a hearing will take place unless all Parties agree in writing to waive their right to a private hearing;
- 43.2.7 where the Party involved is an individual person, they will be required to attend a hearing in person. Where the Party involved is not an individual person, one or more duly authorised senior representatives of the Party will attend the hearing, whether directors, officers or otherwise;
- 43.2.8 the Parties involved will disclose to each other and to the Association such documents as they intend to produce in evidence at the hearing. Whenever reasonably possible the Parties will make such disclosures no less than two (2) Business Days prior to the hearing;
- 43.2.9 the Parties will be entitled to make opening and closing remarks at the hearing and to call witnesses who will be expected to answer questions in cross examination. Members of the Disciplinary Panel will be entitled to ask questions of any witnesses during the hearing. No Party will be obliged to give evidence in person but the Disciplinary Panel will be entitled to draw such inference as may be reasonably appropriate if the Party declines to do so. The chairman of the Disciplinary Panel will warn the Party concerned of this fact;
- 43.2.10 the Disciplinary Panel hearing will proceed in the absence of either Party, unless the Disciplinary Panel reasonably considers that the absent Party has given an acceptable reason for such non-attendance, in which case the hearing will be adjourned;
- 43.2.11 the Disciplinary Panel will retire to consider its findings in private. A decision may be announced on the day or reserved to a later date in which case the decision will be delivered in writing;
- 43.2.12 the Parties will be entitled to legal or other representation at the Disciplinary Panel hearing;
- 43.2.13 where the Parties to the appeal have all waived their rights to a private hearing, the Disciplinary Panel will consider such information as it considers reasonably necessary to decide the matter including, without limitation, any written representations made for or on behalf of the Parties. The Disciplinary Panel will be entitled to seek such further information or evidence as it deems necessary;
- 43.2.14 whether or not a hearing takes place, the Disciplinary Panel will have absolute discretion whether to make a cost order for or against a Party to the proceeding; and
- 43.2.15 whether or not a hearing takes place, the Association will send written confirmation of the Disciplinary Panel's findings to the Parties.

44. The following will apply if a Party wishes to refer a matter to the Appeals Panel:-
- 44.1 If a Party wishes to appeal pursuant to Rules 39.3.2 against a decision of the Disciplinary Panel:-
- 44.1.1 the Party wishing to appeal will give a Disciplinary Appeal Notice to the Association not more than seven (7) Business Days after the earlier of (a) the Disciplinary Panel announcing its decision at the time of any hearing or (b) receipt by the Party appealing of written notification of the Disciplinary Panel's decision. The Disciplinary Appeal Notice will be marked for the attention of the Chief Executive Officer, except where the Association is the Party appealing, in which case the said Notice will be deposited with the Association's disciplinary department. The Disciplinary Appeal Notice must state the grounds of appeal and the Party appealing shall not be permitted to raise any other grounds of appeal without the leave of the chairman of the Appeals Panel;
- 44.1.2 any Disciplinary Appeal Notice lodged after seven (7) Business Days will be rejected unless the Party lodging the same can demonstrate to the reasonable satisfaction of the Association that it was not reasonably practicable to lodge the Disciplinary Appeal Notice within the time limit;
- 44.1.3 where the Association is the Party appealing, no appeal fee will be payable. Where any other Party is appealing, the appropriate Appeals Panel Fee must accompany the Disciplinary Appeal Notice. The Appeals Panel Fee will be determined by the same categorisation of Members and others as used for determining the Request Fee under Rule 43.2.3 but the Appeals Panel Fee will be two (2) times that of the Request Fee;
- 44.1.4 any Disciplinary Appeal Notice which is not accompanied by the appropriate Appeals Panel Fee will be rejected by the Association and any incorrect fee will be returned and time will continue to run for the service of the Disciplinary Appeal Notice within the original seven (7) Business Day period stipulated in Rule 44.1.1;
- 44.1.5 the Association will within ten (10) Business Days of actual receipt of the Disciplinary Appeal Notice send a written notice to the Parties confirming the date, time and place of the Appeals Panel hearing. At any time prior to the Appeals Panel hearing any Party will have the right to waive their right to a private hearing but a hearing will take place unless all Parties agree in writing to waive their right to a private hearing;
- 44.1.6 subject to Rule 44.1.7, the Appeals Panel hearing will be a re-hearing of the case originally decided by the Disciplinary Panel and the Appeals Panel will decide the matter on the basis of the evidence provided to them. The same rules of attendance, disclosure of documents, presentation of evidence, conduct of the proceedings and rights of representation which applied in the original Disciplinary Panel hearing will apply in the Appeal Panel hearing;
- 44.1.7 where the appeal is by the Association against the penalty imposed

by the Disciplinary Panel, the Appeals Panel hearing will confine itself to matters relevant to the appropriateness of the said penalty or sanction and not Disciplinary Panel's finding of guilt;

- 44.1.8 where the Parties to the appeal have all waived their rights to a private hearing or where a Party does not attend the private hearing, the Appeals Panel will consider such information as it considers reasonably necessary to decide the matter including, without limitation, any written representations made for or on behalf of the Parties. The Appeals Panel will be entitled to seek such further information or evidence as it deems necessary;
  - 44.1.9 whether or not a hearing takes place, the Appeals Panel will have absolute discretion whether to make a costs order for or against a Party to the proceedings; and
  - 44.1.10 whether or not a hearing takes place, the Association will send written confirmation of the Appeals Panel's findings to the Parties.
- 44.2 Where pursuant to Rule 39.3.1 the Appeals Panel is hearing a charge of an alleged breach of Rule 21, the procedures set out in Rule 43.1 shall apply and shall be read and construed, with the necessary adjustments, as if it referred to the actions and activities of the Appeals Panel.
45. The following will apply if a Party wishes to appeal to the Independent Arbitration Panel against a decision of the Appeals Panel:-
- 45.1 the Party wishing to appeal will give an Arbitration Notice to the Association not more than seven (7) Business Days after the earlier of (a) the Appeals Panel announcing its decision at the time of any hearing or (b) receipt by the Party appealing of written notification of the Appeal Panel's decision. The Arbitration Notice will be marked for the attention of the Chief Executive Officer, except where the Association is the Party appealing, in which case the Arbitration Notice will be deposited with the Association's disciplinary department;
  - 45.2 any Arbitration Notice lodged after seven (7) Business Days will be rejected unless the Party lodging the same can demonstrate to the reasonable satisfaction of the Association that it was not reasonably practicable to lodge the Arbitration Notice within the time limit;
  - 45.3 where the Association is the Party appealing, no appeal fee will be payable. Where any other Party is appealing, the appropriate Arbitration Fee must accompany the Arbitration Notice. The Arbitration Fee will be determined by the same categorisation of Members and others as used for determining the Request Fee under Rule 43.2.3 but the Arbitration Fee will be five (5) times that of the Request Fee;
  - 45.4 any Arbitration Notice which is not accompanied by the appropriate Arbitration Fee will be rejected by the Association and any incorrect fee will be returned and time will continue to run for the service of the Arbitration Notice within the original seven (7) Business Day period stipulated in Rule 45.1;
  - 45.5 the Association will within ten (10) Business Days of actual receipt of the Arbitration Notice send a written notice to the Parties (and where the Association is a Party, to the President who will accept service on behalf of the Association) confirming the identity and contact particulars of the independent

sports arbitration service selected under Rule 42.3 to act as the Independent Arbitration Panel to decide the matter; and

- 45.6 the procedures to be followed by the Independent Arbitration Panel will be in accordance with the rules or regulations of the independent sports arbitration service selected under Rule 42.3 provided that nothing in such rules or regulations will supersede Rule 39.5 (right to a private hearing) or Rule 50 (application of the laws of England and Wales).

### **SECTION E3 PENALTIES AND OTHER POWERS**

46. Where:-

- 46.1 under any provision of Rule 39.2.1, the Disciplinary Panel finds the Party charged guilty of a Disciplinary Offence, the Disciplinary Panel shall apply the following penalties against the Party charged (or two or more concurrently):-

46.1.1 suspension from, or any involvement in Association Football either permanently or for an indefinite period or for a specific and stated period in accordance with the Association's Categories of Suspension Regulations;

46.1.2 a fine;

46.1.3 a censure;

46.1.4 the closure of a football ground either permanently or for an indefinite period or for a specific and stated period;

46.1.5 the guilty Party, if a club, to forfeit points awarded in one or more competitions;

46.1.6 the guilty Party, if a club, to be disqualified from playing in one or more competitions;

46.1.7 such other penalty as the Disciplinary Panel shall reasonably deem fit including, without limitation, (a) the forfeit of any trophy or other award or (b) a written undertaking from the guilty Party as to their future conduct;

46.1.8 the guilty Party, if a club, to make such publication in its match day programme, website or other publication medium as the Disciplinary Panel may direct; or

46.1.9 a transfer embargo preventing the guilty Party, if a club, from signing new Players during such period as the Association shall stipulate;

46.1.10 the guilty party, if a Club, to be relegated to the league and/or division stipulated by the Judicial Body.”

- 46.2 under Rules 39.2.2 or 39.2.3 the Disciplinary Panel hears an appeal by a Subordinate or other third party against a decision of a Member, the Disciplinary Panel will have the power to grant or deny the appeal (in whole or in part) and the power to increase or decrease the penalty or sanction (if any) imposed by the Member or substitute such other penalty or sanction as the Disciplinary



Panel shall deem fit;

- 46.3 in the case of any proceedings under the jurisdiction of the Disciplinary Panel pursuant to Rules 39.2.4 to 39.2.7 inclusive, the Disciplinary Panel will have the power to make such order or ruling as it deems reasonable to resolve the dispute or difference;
  - 46.4 in the case of proceedings under the jurisdiction of the Disciplinary Panel pursuant to Rule 39.2.8, the Disciplinary Panel will have the power to grant or refuse the application for Registration or to grant the application subject to such conditions as the Disciplinary Panel thinks fit in addition to any condition set out in the Agent Regulations; and
  - 46.5 in the case of proceedings under the jurisdiction of the Disciplinary Panel pursuant to Rule 39.2.9, the Disciplinary Panel will have the power to (a) end the suspension with immediate effect, (b) uphold the terms of the suspension in full or (c) replace the suspension with such suspension as the Disciplinary Panel thinks fit in terms of (without limitation) scope, duration and any conditions to be attached to the replacement suspension.
47. Where the Appeals Panel hears an appeal pursuant to Rules 39.3.2, the Appeals Panel will have the power to order:-
- 47.1 where pursuant to Rule 39.3.2 the Association has appealed against the penalty imposed by the Disciplinary Panel under Rule 46.1, to increase or decrease the penalty imposed by the Disciplinary Panel or substitute such other penalty or sanction as was available to the original Disciplinary Panel as the Appeals Panel shall deem fit;
  - 47.2 where the Appeals Panel hears an appeal by the Party charged with a Disciplinary Offence against a finding by the Disciplinary Panel under Rule 39.2.1, the Appeals Panel shall have the power to grant or deny the appeal in whole or in part and the power to increase or decrease the penalty imposed by the Disciplinary Panel or substitute such other penalty as was available to the original Disciplinary Panel as the Appeals Panel shall deem fit; and
  - 47.3 where the Appeals Panel hears an appeal by a Party against any decision of the Disciplinary Panel under Rules 39.2.2 to 39.2.9 inclusive the Appeals Panel shall have the power to grant or deny the appeal in whole or in part and where the Party appealing appeals against any penalty or order or ruling imposed by the Disciplinary Panel, the Appeals Panel will have the right to increase or decrease the penalty imposed by the Disciplinary Panel or substitute such other order or ruling as the Appeals Panel shall deem fit;
48. Where a matter is referred to the Independent Arbitration Panel:-
- 48.1 the Independent Arbitration Panel will have the power to grant or deny any matter or appeal referred to it in whole or in part; and
  - 48.2 the Independent Arbitration Panel will have the power to impose such penalty or other order or ruling as the Independent Arbitration Panel deems reasonable, including the power to increase or decrease any penalty previously imposed or substitute such other order or ruling as the Independent Arbitration Panel shall deem fit.
49. If a Party is in default for twenty-one (21) calendar days in failing to pay or carry out

any penalty, sanction, order or ruling made under the Reduced Penalty Regulations or by the Judicial Panels, (a) the Party will automatically be suspended from all Association Football related activity as defined in the Categories of Suspension Regulations, which for the purpose of this Rule 49 shall be read as applying to any person or other legal entity, until the penalty, sanction, order or ruling has been paid or complied with in full and (b) the Association shall have the right to refer the non-compliance back to the Panel which made the relevant decision (or in the case of non-compliance with a penalty imposed under the Reduced Penalty Regulations, to the Disciplinary Panel) and that Panel shall have the power to impose further penalties, sanctions, orders or rulings as a result of a non-compliance.

#### **SECTION E4 MISCELLANEOUS**

50. The law governing the Reduced Penalty Regulations and any proceedings before the Judicial Bodies shall be the law of England and Wales. The standard of proof applied shall be the balance of probabilities except that under Rules 38.1.5 the standard of proof applied shall be whether the Disciplinary Offence has been established to the comfortable satisfaction of the Judicial Body.
51. The rules of service set out in Rule 144 shall apply to all notices and any other communications whatsoever sent in connection with the Reduced Penalty Regulations or any proceedings of a Judicial Panel.
52. These Rules are sufficient to enable the Association, Members and Subordinates to resolve all Disciplinary Offences and disputes or differences. The Parties must exhaust all procedures and processes of appeal in these Rules before taking legal proceedings in a court of law and then only as a last resort.
53. Notwithstanding any rule or regulation (in whatever form) of any Member or Subordinate to the contrary, it shall be a condition of the Association sanctioning any competition organised by the Member or any Subordinate that any appellant may lodge an appeal with the Disciplinary Panel (under Rules 39.2.2 or 39.2.3) against any decision of the Member or a Subordinate.
54. Any penalty imposed under the Reduced Penalty Regulations or any decision of the Judicial Panel shall be a decision of the Association and all Members will comply with the same and will ensure that all Subordinates comply with the same.
- 54(A) Without limiting the Association's powers of publication under Rule 135, the Association shall be permitted (but not obliged) to publish summaries of the decisions of its Judicial Bodies in whatever form and forum it considers appropriate from time to time.

#### **SECTION H REGISTRATIONS, CONTRACTS AND TRANSFERS**

NOTE: In accordance with the provisions of Rule 144.2, any notice or communication pursuant to any provision in this Section H can be validly served if sent as an attachment to an email.

55. The following Players must be registered with the Association:-
  - 55.1 any Player ten (10) years or over; and
  - 55.2 any Player who will reach ten (10) years of age during the Playing Season.

Only such registered Players are eligible to participate in Official Matches.

56. Area Associations, or the leagues under the jurisdiction of an Area Association, shall be responsible for any registration requirement in respect of all younger Players not registered with the Association under Rule 55.
57. Unless stated to the contrary, for the purpose of the remaining provisions below in this Section H of the Rules, reference to "Player" shall mean only those Players registered with the Association on accordance with Rule 55.
58. By the act of participating in the registration process, the Player agrees to abide by these Rules. Any Player not registered with the Association who appears for a Club in any Official Match shall be in breach of these Rules. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, the Association may also impose sanctions on the Player and/or the Club.
59. Subject to Rule 62, a Player may only be registered with one (1) Club at a time.
60. Subject to Rule 63, Players may be registered with a maximum of three (3) Clubs during one (1) Playing Season but during this period the Player shall only be eligible to play Official Matches for two (2) Clubs.
61. Subject as set out below, Players may only be registered with the Association during either of the two (2) Professional Registration Periods. The exceptions are:-
  - 61.1 a Professional Player whose contract has expired prior to the end of a Professional Registration Period may, at the discretion of the Association, be registered outside the Professional Registration Period, due consideration being given by the Association to the sporting integrity of the competitions under the jurisdiction of the Association;
  - 61.2 a Professional Player whose contract has been terminated for just cause may, at the discretion of the Association, be registered outside the Professional Registration Periods, due consideration being given by the Association to the sporting integrity of the competitions under the jurisdiction of the Association;
  - 61.3 an Amateur Player shall be entitled to be re-registered as a Professional Player with his/her existing Club outside the Professional Registration Periods if it is the Player's first registration as a Professional Player in a Playing Season; and
  - 61.4 Amateur Players, playing in competitions under which only Amateur Players may participate, may be registered during the Amateur Registration Period.
62. Rule 59 shall not prevent:-
  - 62.1 an Amateur Player being registered with a Sunday Club at the same time as being registered for a Club that is not a Sunday Club;
  - 62.2 an Amateur Player being registered with a Veterans Club at the same time as being registered for a Club that is not a Veterans Club;
  - 62.3 a Youth Player being registered with a Club to play in a Youth League at the same time as being registered with a different Club to play in a league which is not a Youth League PROVIDED THAT the Youth Player has terminated any registration with an Academy and/or any registration as a Junior Player;

- 62.4 a Junior Player being registered with a Club to play in a Junior League at the same time as being registered with a different Club at an Academy and where this occurs the Club at the Academy will retain the Player's registration details on the player passport;
- 62.5 a Player with a disability (as recognised by the Association from time to time) being registered with a Club to play in a league for Players with a disability at the same time as being registered with a different Club to play in a league which is not a league for Players with a disability;
- 62.6. an Amateur Player being registered to play with a College Team at the same time as being registered with a Club to play for a team that is not a College Team.

and, for the avoidance of doubt, nothing in Rule 59 or any other part of the Rules shall prevent a Junior Player, upon reaching the age of sixteen (16), being registered with the same Club to play in a Junior League at the same time as being registered to play in a non-Junior League for the remainder of the Playing Season in which the Junior Player reaches sixteen (16).

63. Rule 60 shall not prevent:-

- 63.1 an Amateur Player being registered during a Playing Season with any number of Sunday Clubs as well as three (3) other non-Sunday Clubs or playing for any number of Sunday Clubs as well as for two (2) other non-Sunday Clubs during that period;
- 63.2 an Amateur Player being registered during a Playing Season with any number of Veteran Clubs as well as three (3) other non-Veteran Clubs or playing for any number of Veteran Clubs as well for two (2) other non-Veteran Clubs during that period;
- 63.3 a Youth Player being registered during a Playing Season with three (3) Clubs who play in a Youth League (and during that period play for any two (2) of them) and being registered during a Playing Season with up to three (3) different Clubs (and play during that period for two (2) of them) to play in any league which is not a Youth League PROVIDED THAT the Youth Player has terminated any registration as a Junior Player;
- 63.4 a Junior Player being registered during a Playing Season with three (3) Clubs who play in a Junior League (and during that period play for any two (2) of them) and being registered during a Playing Season with up to three (3) different Clubs (and play during that period for two (2) of them) to play at an Academy;
- 63.5 a Player with a disability (as recognised by the Association from time to time) being registered during a Playing Season with three (3) Clubs who play in a league for Players with a disability (and playing during that period for two (2) of them) and at the same time being registered during a Playing Season with up to three (3) different Clubs (and play during that period for two (2) of them) to play in any league which is not a league for Players with a disability; or
- 63.6 a Player whose registration has been transferred to the Association from another national football association playing for three (3) clubs in total in a Playing Season where the playing season of the other national football association overlaps with that of the Association;

- 63.7. an Amateur Player being registered during a Playing Season with any number of College Teams as well as three (3) Clubs who play Official Matches in leagues or competitions not involving College Teams or playing for any number of College Teams as well as for two (2) Clubs who play Official Matches in leagues or competitions not involving College Teams.
64. A Professional Player registered with the Association may not re-register with the Association as an Amateur Player until at least thirty (30) days after the Player's last match as a Professional and no compensation shall be payable to any former Club upon a Professional Player re-registering with the Association as an Amateur Player. However, if within thirty (30) months of having re-registered with the Association as an Amateur Player, the same Player is further re-registered with the Association as a Professional Player, his/her new Club shall pay Training Compensation, if applicable.
65. Any Professional Player who ends their playing career upon expiry of their contract, and any Amateur Player who ceases to play Association Football, shall remain registered at the Association in the name of the Player's last Club for a period of thirty (30) months from the day the Player made their last appearance for the Club in an Official Match.
66. The Association shall use its reasonable endeavours to provide the Club with which the Player is registered with secure access to details of the Player's registrations with the Association since his/her twelfth (12<sup>th</sup>) birthday and if a birthday falls between Playing Seasons, the details shall indicate the Club with which the Player was registered during the Playing Season following his/her birthday.
67. The application for registration of a Player shall be made in accordance with the procedures prescribed by the Association from time to time. A Professional Player must have a written contract with his/her Club in a form approved by the Association and the application process for a Professional Player shall include providing the Association with a copy of the Player's contract. In deciding whether to accept the registration of a Professional Player, the Association shall have discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to the Association. In any event, the Professional Player's written contract must require the Club to pay the Professional Player no less than the national minimum wage (as set by HM Government from time to time) for Professional Players twenty-four (24) and under and the national living wage (as set by HM Government from time to time) for those twenty-five (25) and over.
68. All Players are subject to the FIFA Rule which stipulates that any player who is registered with a club that is affiliated to one (1) national association shall not be eligible to be registered with a club affiliated to a different national association unless an ITC has been issued by the former association and received by the new association. Therefore, a Player formerly of a club affiliated to a national association other than the Association shall not be eligible to participate in Official Matches for his/her new Club until an ITC has been issued by the former association and received by the Association and the Association has entered and confirmed the Player registration date. In accordance with the FIFA Rule, for a male Professional the ITC shall be issued via TMS. An ITC is not required for a Player under the age of ten (10) years.
69. Player Loans:-
- 69.1 a Professional Player may be loaned to another Club on the basis of a written agreement between the Player and the Clubs concerned. Any such loan shall be subject to the same Rules as applied to the transfer of Players, including the provisions on Training Compensation and the "solidarity mechanism" payable

under the FIFA Rules;

- 69.2 except in the case of a loan involving two (2) Welsh Premier League Clubs (in which case the Association shall have discretion to approve a loan of any period it thinks fit), and subject to the recall provisions in Rule 69.5, the minimum period for such a loan shall be the time between two (2) Professional Registration Periods and, for the avoidance of doubt, any such loan shall count as a registration of the Professional Player for the purposes of Rule 60;
- 69.3 except in the case of loans involving two (2) Welsh Premier League Clubs (in which case the Association shall have discretion to approve any number of loans in a Playing Season (and any number at any one time) as it thinks fit), and subject to the recall provisions in Rule 69.5, a Club shall be entitled to have a maximum of four (4) Professional Players on loan to it during a Playing Season but not more than two (2) at any one time and loans which become permanent transfers in the same Playing Season shall not count in the Club's said annual quota for the Playing Season;
- 69.4 the Club that accepts a Professional Player on such a loan basis shall not be entitled to transfer the Player to another Club without the written authorisation of the Club that released the Player on loan and the written authorisation of the Player concerned; and
- 69.5 the Club making the loan of a Professional Player may recall the Player and cancel the loan in the following circumstances:-
- 69.5.1 in the case of a goalkeeper, any time seven (7) days after the start of the loan upon giving the other Club and the Association a minimum of twenty-four (24) hours written notice; or
- 69.5.2 in the case of an outfield Player, any time twenty-eight (28) days after the start of the loan upon giving the other Club and the Association a minimum of twenty-four (24) hours written notice.
70. A Player shall only play Official Matches for the Club at which he/she is registered at the Association PROVIDED THAT, with, the permission of his/her Club or with the permission of the Association, a Professional may play in a benefit, testimonial or charity match for another Club, or up to two (2) trial matches for another Club in a Closed Friendly Match or Open Friendly Match, provided that such trial matches are not for the first team of the other Club in an Official Match and both trial matches are within a period of one (1) month from the date of such permission. Permission to participate in a trial match shall not be given twice in the same Playing Season for the same Professional to trial for the same Club.
71. Contracts of Professionals:-
- 71.1 the minimum length of a contract shall be from its effective date until the end of the Playing Season in which it was entered into. The maximum length of a contract shall be five (5) years but Players under the age of eighteen (18) years may not enter into a contract for longer than three (3) years. The Association will not register any Player with a contract referring to a longer period;
- 71.2 if an agent is involved in the negotiation of a contract, he/she shall be named in that contract;
- 71.3 a Club approached by a Professional Player under contract with another club,

or intending to approach or negotiate with such a Player to conclude a contract, must inform the Player's current club in writing before entering into negotiations with him/her. A Professional shall only be free to conclude a contract with another club if his/her contract with his/her present Club has expired or is due to expire within six (6) months; and

- 71.4 the validity of a Player's contract may not be made subject to a successful medical examination and/or the grant of a work permit.
72. All payments made to Players (whether as salary, expenses or otherwise) must be made by his/her Club and recorded fully in the records of the Club and the Club shall pay all appropriate taxes and national insurance contributions in respect of such payments and keep appropriate records of such taxes and national insurance contributions.
73. The Association will not accept an application for registration of a Player from a Club where a Judicial Body or a Directly Affiliated League has imposed an embargo on the Club registering any new Players including, without limitation, any transfer of a Player to the Club.
74. The Association will cancel a Player's registration upon receiving evidence, reasonably satisfactory to the Association, that the Player's contract with his/her Club has expired, terminated or been cancelled by mutual consent.
75. As an exception to Rule 57, for the protection of Players under the age of eighteen (18), the provisions of Article 19 (relating to the international transfer of minors) and Article 19bis (relating to the registration and reporting of minors at academies) of the FIFA Regulations on the Status and Transfer of Players (being part of the FIFA Rules), are incorporated into these Rules, with the necessary adjustments.
76. No Club shall enter into a contract which enables any other party to that contract or any third party to acquire the ability to influence in employment and transfer-related matters, the Club's independence, its policies or the performance of its teams.
77. No Club or Player shall enter into an agreement with a third party whereby a third party is entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a Player from one club to another, or being assigned any rights in relation to a future transfer or transfer compensation.
78. A Professional Player shall only be free to conclude a contract with another Club if his/her contract with his/her present Club has expired or is due to expire within six (6) months.
79. A Club approached by an Amateur Player, or intending to approach or negotiate with an Amateur Player for him/her to play for the Club:-
- 79.1 must give seven (7) days' notice in writing to the Club for which the Player was last known to have registered before negotiating with him/her;
- 79.2 such negotiations must cease after twenty-one (21) days from the date such notice is served;
- 79.3 the seven (7) days' notice must expire within a Professional Registration Period or Amateur Registration Period (as the case may be) applicable to the Club providing the notice;

- 79.4 no Club shall give such a notice for another Player of the same Club at the same time or within twenty-one (21) days of the notice relating to the first Player; and
- 79.5 such Club shall not give another such notice to the same Club in respect of the same Player during the same Playing Season;
- 79.6 except in the case of the first change to a Player's registration in an Amateur Registration Period, no Player shall be registered with another Club within twenty-eight (28) days of that Player being registered with his/her current Club.
80. The Association will not accept an application for registration of a Player transferring from one Club to another unless both the Club with which the Player is currently registered and the proposed new Club have complied with the Association's procedures current at that time including, without limitation, any requirement for the consent of the current Club to the transfer of the Player's registration.
81. A Player must discharge all his/her due and payable financial and other liabilities to the Club with whom the Player is currently registered (or the Player's last registered Club, if not currently registered) before registering to play for another Club and the Association may not accept an application for registration if it has notice of the Player having financial or other liabilities to the Club with whom the Player is currently registered (or the Player's last registered Club, if not currently registered).
82. Any Club shall, in the case of misconduct by a Professional Player, or breach of the training or disciplinary rules or orders of the Club, have the right to suspend the said Player for a period not exceeding fourteen (14) days or impose a fine not exceeding two (2) weeks wages and any such penalty must commence no later than fourteen (14) days following written notification by the Club to the said Player. The Club must also notify the Association of any such penalty within two (2) Business Days of giving the notice to the said Player.
83. In a dispute arising out of a conflict between a Club and any of its Professional Players (including, without limitation, termination of the contract by either party), the parties shall refer the dispute to the Association, whose Judicial Bodies alone shall adjudicate exclusively on the dispute in accordance with Section E of these Rules.
84. A Player shall not enter into a contract with any Club until the end of the Academic Year in which he/she reaches sixteen (16) years of age.
85. Notwithstanding any other provision in these Rules, Clubs in the Welsh Premier Women's League shall be permitted to register no more than two (2) Players at any one time when they reach the age of fifteen (15) during that Playing Season to play in the Welsh Premier Women's League and in the cup competition exclusive to Clubs in the Welsh Premier Women's League, subject in all such cases:-
- 85.1 to compliance by the Club with the safeguarding rules and procedures for such Players as set by the Association from time to time; and
- 85.2 the Player ceasing to be registered as a Junior Player with any other Club.
- In any case where the wording of this Rule 85 is in conflict with the wording of any other Rule, then the wording of this Rule 85 shall prevail.
86. A Player aged under eighteen (18) shall not enter into a contract with any Club without the consent of his/her parent/guardian who must countersign the contract.



87. Unless an Area Association in which they principally reside grants permission, a Junior Player shall only play in a Junior League whose matches take place within a regional boundary defined by the Area Association in which they principally reside.

88. The following age groupings shall apply for the playing of Association Football by Junior Players (and a Junior Player shall play only in the age grouping applicable for his/her Academic Year):-

88.1 for those Junior Players in Academic Years one (1) to six (6), such age groupings as are set out from time to time by the Association in its Mini Football Regulations; and

88.2 for those Junior Players in Academic Years seven (7) to eleven (11) an age grouping shall be a minimum of one (1) Academic Year and a maximum of two (2) Academic Years,

subject to the right of (a) an Area Association to extend in its area the scope and application of the Mini Football Regulations to cover Junior Players in Academic Year seven (7) and (b) the right of a Junior League (following at all times the guidance or instruction on the matter issued by the Association from time to time) to allow a Junior Player to play in a younger age grouping than otherwise applicable to his/her age.

89. The organisation of Association Football for Junior Players in Academic Years one (1) to six (6) (or seven (7) if the Area Association exercises its right under Rule 88) shall be played in accordance with the Association's Mini Football Regulations. Matches shall be played as friendly (non-competitive) games only except for matches involving Junior Players in Academic Year seven (7) where the games may be competitive. Clubs may also organise one (1) or two (2) day competitive tournaments which have been sanctioned by the Area Association in which the tournament is to be played and with the written consent of the Junior Player's parents or guardians.

90. Any person involved in the organisation, operation or delivery of Association Football in Wales for Junior Players shall comply with the Association's Welfare Policies and Procedures and Regulations.

91. A league playing at Recreational Level shall be entitled (but not obliged) to adopt the following provision into its own rule book in order to regulate first team Players playing in the reserve team of the same Club:-

"Where (i) a Club which plays in a league at National Level and also has a reserve team playing in a league at Recreational Level and (ii) the Club's first team (which plays in a league at National Level) does not have a playing fixture on a given day, then on that given day no more than three (3) Players from the Club's first team (which played in the Club's last fixture in a league at National Level) shall be allowed to play in the reserve team fixture played on that given day."

The above shall be the only provision permitted by the Association to appear in the rules of any organisation under the jurisdiction of the Association (whether as a Member or Subordinate) relating to the regulation of first team Players playing in the reserve team of the same Club.

## **SECTION I LEAGUES AND COMPETITIONS**

92. All Official Matches in all leagues or competitions of any description and at any level (including, without limitation, a charity or benefit league or competition) must be

sanctioned by the Association.

93. The sanction for each league or competition must be renewed annually by the Association.
94. Subject to Rule 97, no league or competition will be sanctioned by the Association unless each team taking part in such league or competition fields a side consisting of eleven (11) players, from which number there shall be no deviation, unless it be occasioned through injury or some such other and proper cause during the course of any game in such league or competition.
95. Application for sanction of a league or competition shall be made, and thereafter renewed annually, in writing to the Chief Executive Officer on or before 20<sup>th</sup> July immediately preceding the Playing Season during which Playing Season the league or competition is intended to be played. Such application must be made in every case on a form prescribed by the Chief Executive Officer from time to time. All such forms shall be supplied only by the Chief Executive Officer and may not be obtained from any other source. Every such application must be accompanied by two written copies of the rules of the league or competition concerned. Every such application must also be accompanied by a written list of the names of all the clubs which have consented to join and take part in the league or competition. All such leagues or competitions shall observe the Rules and Regulations. All matches shall be played in accordance with the Laws of the Game.
96. All applications for sanction under Rule 92 shall be made direct to the Association. All applications for annual renewal of the sanction under Rule 93 by Directly Affiliated Leagues shall be made direct to the Association. All other applications for annual renewal of the sanction under Rule 73 shall, in the first instance, be lodged with the Area Association in which the league or competition is situated. In these cases, the Area Association will vet the application for renewal, and the supporting documents referred to in Rule 95, and will forward the application to the Association with its recommendation for acceptance or rejection but the final decision on the application will rest solely with the Association.
97. Notwithstanding anything contained in Rule 95 or in any other Rule, the Association may give permission for small-sided leagues or competitions (including, without limitation, futsal) to be played, provided that:-
  - 97.1 the league or competition has been sanctioned by the Association in accordance with the requirements of Rules 92 or 93. Clubs seeking affiliation to an Area Association in order to participate in a small side league or competition must pay the Area Association an affiliation fee;
  - 97.2 in the case of single matches, and one-day competitions (e.g. garden fetes or work's sports' days), they must be sanctioned by the Association in accordance with the requirements of Rule 92;
  - 97.3 the rules governing the eligibility and conduct of the players in the sanctioned match or competition shall be administered by the management committee of the sanctioned game or competition subject always to the authority of the Association and shall be in conformity with the Rules and Regulations;
  - 97.4 the playing of non-sanctioned matches arranged by private individuals for speculative purposes shall not be permitted;
  - 97.5 for small side leagues or competitions played for charitable objectives a

statement of accounts of the event shall be supplied to the relevant Area Association (or Area Associations if the league or competition falls within the geographical area of more than one Area Association) within twenty-one days (21) of the last match in the event; and

- 97.6 the laws applicable to the playing of small-side games shall be as set by the Association from time to time.
98. No Area Association, nor Directly Affiliated League, nor Qualifying Club or Subordinate or other club under the jurisdiction of the Association, nor player, nor referee or any other body or individual in any way within the jurisdiction of this Association, shall play in or take part in any league or competition (including, without limitation, charity or benefit league or competition) within the boundaries of Wales unless such league or competition has been sanctioned by the Association.
99. No Area Association, nor Directly Affiliated League, nor Qualifying Club or Subordinate or other club under the jurisdiction of the Association, nor player, nor referee or any other body or individual in any way within the jurisdiction of this Association, shall play, or take part in any league or competition (including, without limitation, charity or benefit league or competition) outside the boundaries of Wales unless such participation shall have first been sanctioned by the Association. The application for such sanction shall be made, and renewed annually, in writing to the Chief Executive Officer on or before 1st April immediately preceding the Playing Season in which the said applicant wishes to participate in the said league or competition. Such application must be made in every case on a form prescribed by the Chief Executive Officer from time to time. All such forms shall be supplied only by the Chief Executive Officer and may not be obtained from any other source.
100. In all leagues or competitions sanctioned by this Association, the Association shall have the right, as a condition of such sanction, to co-opt one Councillor on to the management committee of such league or competition.
101. Any league or competition of whatever kind within the jurisdiction of this Association shall only be played within a geographical area approved and sanctioned by this Association.
102. Clubs which enter for a cup competition organised by the Association, must play their ties in any round of such competition on or before the Conference Date in respect of such round. Clubs may make arrangements mutually to play their ties in any such round concerned prior to the relevant Conference Date for that round. Any club which fails to play its tie in any such round on or before the said Conference Date shall be automatically struck out of the competition concerned. All Conference Dates shall be notified by this Association to all Area Associations and to all clubs concerned prior to the start of the playing season in question by posting such Conference Dates on the Association's website.
103. Any club which is within the jurisdiction of the Association and which has received sanction from this Association to compete in a league or competition outside the boundaries of Wales, shall carry out in full its obligations to those Welsh Association Football competitions of which it may be expected reasonably to take part, as defined by the Association from time to time.
104. The name of any sponsor or the donor of a cup or trophy or any other person may form part of the title of a league or competition subject to the prior written approval of the Association.

105. Restricted advertising will be permitted on the shirts, shorts and stockings worn by Players subject to the prior written approval of the Association. The depth of the lettering in connection with such advertising shall not exceed 200cm<sup>2</sup>. A motif not exceeding 20cm<sup>2</sup> of the manufacturer of the clothing may also be worn, subject to the prior written approval of the Association. The emblem of the club, Association or other football body may be worn on the shirt. The advertising of tobacco, strong alcoholic beverages, as well as slogans of a political, religious or racial nature, or for other causes that offend common decency, are prohibited.
106. Subject to Rule 107 and subject to any special sanction granted by the Association under this Rule, no league or competition which has been played during the Playing Season shall be allowed extended time outside the Playing Season to play all matches in the league or competition, including, without limitation, any league or competition played for charitable purposes. The Association may specially sanction a match to be played after the end of the Playing Season if the match is arranged between two distinct clubs, or leagues, or Area Associations or between any two of them. In granting any such sanction, the Association shall be entitled to stipulate to whom the whole or any part of the income generated from any such match is to be paid including, without limitation, payment to a registered charity nominated by the Association.
107. Notwithstanding anything contained in these Rules:-
- 107.1 semi-final or final matches of cup competitions of the Association or Area Associations may be played not later than Saturday or Sunday following the end of the Playing Season in any year;
- 107.2 small sided leagues or competitions as specified in Rule 97 may be played at any time, including outside the Playing Season; and
- 107.3 matches may be played for charity, or some other object approved by the Association, not later than the Saturday or Sunday following the end of the Playing Season and application for permission to play any such match must be made in writing and be forwarded to the Chief Executive Officer not later than the 1<sup>st</sup> April in the year concerned.

## **SECTION J PRACTICE MATCHES**

108. Subject at all times to the overriding responsibility of all Clubs to fulfil their obligations to participate in Official Matches, Clubs shall be permitted to play Closed Friendly Matches at any time, whether inside or outside the Playing Season.
109. Clubs shall not require permission to play Closed Friendly Matches; there shall be no requirement to play the match in accordance with the Laws of the Game or for the match to be officiated by a qualified and registered referee and the Association's Disciplinary Procedures Concerning Field Offences Regulations shall not apply to Closed Friendly Matches. The result or outcome of the Closed Friendly Match shall not be published by the Clubs.
110. Subject at all times to the overriding responsibility of all Clubs to fulfil their obligations to participate in Official Matches and subject to the prior permission of the Association or the relevant Area Association (as the case may be), Clubs shall be permitted to play Open Friendly Matches at any time, whether inside or outside the Playing Season.
111. The Club at whose home ground the proposed Open Friendly Match is to be played shall make the application for permission to play Open Friendly Matches. The

application must state whether a match-agent or other third party or intermediary has had, or will have, any involvement in the organisation of the match. Qualifying Clubs shall apply to the Association for permission. All other Clubs shall apply to their Area Association. Any such application by a Club to an Area Association which involves playing a team from another national football association shall be vetted by the Area Association and forwarded to the Association and the Association will decide whether to grant permission.

112. An Open Friendly Match must be officiated by a qualified and registered referee and the Association's Disciplinary Procedures Concerning Field Offences Regulations shall apply to Open Friendly Matches. The result of an Open Friendly Match shall be published by the Clubs.

112(A) A Club playing an Open Friendly Match may play a Trialist in such match.

## **SECTION K                    DELIBERATELY LEFT BLANK**

## **SECTION L                    REFEREES**

113. The Council shall compile and keep a list of referees for use of its Members and all other bodies within its jurisdiction. The secretary of each Area Association shall send in writing on or before 1<sup>st</sup> October in each year to the Chief Executive Officer a list of all referees affiliated to the Area Association concerned together with their addresses, and telephone numbers. Such list shall show each referee's classification as at the commencement of the current Playing Season.

114. On the field of play, any decision by the referee in charge of any match on questions of fact or the interpretation of the Laws of the Game shall be final and conclusive. The Disciplinary Procedures Concerning Field Offences Regulations shall stipulate the penalties automatically imposed on Players in consequence of any offence committed during a match, as reported by the referee of that match. The said Regulations shall also specify any rights of appeal which may be permitted by the Association from time to time against any such automatically imposed penalty. In addition, the Association shall always have the right to bring a charge of a Disciplinary Offence against a Player where it receives evidence of misconduct during a match where the referee of the match confirms to the Association that he/she did not witness the said event.

115. When a referee is appointed for any match by the Association, an Area Association or the organisers of a competition sanctioned by the Association, the referee shall inform such appointing body in writing within three (3) days of receipt by him/her of the notice of appointment concerned whether he/she accepts or declines the appointment. Unless directed by the Association, having accepted an appointment to referee a match, the referee shall not cancel such engagement in order to officiate in some other match.

116. It shall be a breach of these Rules, if any referee fails to report any instance of misconduct during or relating to a match which comes to his/her notice, and if it is proved to the satisfaction of the Association that such instance of misconduct was of a nature that required reporting.

117. No referee may take any part in the management of any league or other competition of whatever kind if he/she officiates as a referee within the jurisdiction of such league or competition.

118. The promotion and demotion of referees and assistant referees to and from the Directly

Affiliated Leagues, together with the nomination of referees and assistant referees to the annual FIFA International Referee and FIFA International Assistant Referee lists, shall be at the sole discretion of the Association.

## **SECTION M                      SUBSCRIPTIONS**

119. The membership subscription for a Member shall be:-
- 119.1 £53.00 per annum plus VAT for each Qualifying Club;
  - 119.2 £355.00 per annum plus VAT for each Area Association; and
  - 119.3 £355.00 per annum plus VAT for each Directly Affiliated League.
120. The annual membership subscription for an Associate Member shall be half that for a Qualifying Club or Directly Affiliated League depending on whether the Associate Member is a club or league. If the Associate Member is a person or entity other than a club or league, the annual membership subscription shall be half that for an Area Association.
121. Subscription fees shall be paid on or before 1<sup>st</sup> August in each year. Failure to do so will result in the automatic suspension of all membership rights of the Member or Associate Member but nothing in this Rule shall affect the ability of the Member or Associate Member to play, organise or administer football unless suspension is ordered by a Judicial Body. Resumption of membership rights shall be at the Association's discretion following payment.

## **SECTION N                      INFORMATION**

122. Each Qualifying Club shall forward by 1st August in each year to the Chief Executive Officer on a form to be supplied by the Chief Executive Officer the following information:-
- 122.1 the name and address of the secretary of the Qualifying Club concerned;
  - 122.2 a full and accurate description of the Qualifying Club's distinguishing colours or costume;
  - 122.3 the situation and address of the Qualifying Club's ground;
  - 122.4 whether the said ground is public or private; and
  - 122.5 such further or other information as the Association at any time may require.
123. The secretary of each Qualifying Club shall inform the Chief Executive Officer in writing whenever any change in any of the matters set out in Rule 100 occurs.
124. The secretary of each Area Association shall send in writing on or before 1<sup>st</sup> October in each year to the Chief Executive Officer on a form to be supplied by the Chief Executive Officer, a list of all clubs affiliated to, or in membership of, the Area Association together with the names and addresses of the secretaries of such clubs. All clubs affiliated to an Area Association may take part in leagues or competitions sanctioned by the Association.

125. Each Qualifying Club shall send annually to the Association a profit and loss account and a balance sheet for the season immediately past. Such profit and loss account and balance sheet shall be sent to the Association not later than 1<sup>st</sup> August in any year. Such profit and loss account and balance sheet must be signed by the chairman and by the honorary treasurer or treasurer and by the secretary of, and on behalf of, the Qualifying Club. A Qualifying Club in default of any provision of this Rule shall pay the Association a sum equivalent to the fee payable by the Qualifying Club (less VAT) under the relevant provision of Rule 43.2.3 in respect of each such default.
- 125(A) No later than 1st August, each Qualifying Club shall file annually with the Association a copy of the documentation setting out its current legal structure and governance or, if there has been no change in such documentation since it was last filed with the Association, written confirmation that the said documentation is current. A Qualifying Club in default of any provision of this Rule shall pay the Association a sum equivalent to the fee payable by the Qualifying Club (less VAT) under the relevant provision Rule 43.2.3 in respect of each such default.
- 125(B) Each Member and every Subordinate of that Member shall respond promptly to any request for information (including, without limitation, a request for the production of documentation) reasonably made by the Association from time to time.
126. The secretary of every Directly Affiliated League shall send to the Chief Executive Officer not later than 1<sup>st</sup> August in any year a profit and loss account and a balance sheet, which shall have been duly audited, and a list of all the Qualifying Clubs which have competed in the said Directly Affiliated League. A Directly Affiliated League in default of any provision of this Rule shall pay the Association a sum equivalent to the fee payable by the Directly Affiliated League (less VAT) under relevant provision of Rule 43.2.3 in respect of each such default.
127. Each Area Association shall send annually to the Association a profit and loss account and a balance sheet for the season immediately past, which shall have been duly audited. Such profit and loss account and balance sheet shall be sent to the Association not later than 1<sup>st</sup> August in any year. Such profit and loss account and balance sheet must be signed by the chairman and by the honorary treasurer or treasurer and by the secretary of, and on behalf of, the Area Association. An Area Association in default of any provision of this Rule shall pay the Association a sum equivalent to the fee payable by the Area Association (less VAT) under the relevant provision of Rule 43.2.3 in respect of each such default.

## **SECTION O MISCELLANEOUS**

### **128. Conflicts of interest:-**

128.1 At any meeting held by the Council or any sub-committee of the Council to discuss a matter relating to any Qualifying Club, Directly Affiliated League or Area Association, Councillors having an interest in such Qualifying Club, Directly Affiliated League or Area Association shall declare the nature and extent of that interest to the other Councillors and shall:-

128.1.1 not be counted in the quorum present at the meeting to consider the matter;

128.1.2 have no vote on such matter; and

128.1.3 leave the room and take no further part in the discussion on such

matter.

- 128.2 The provisions of Rule 128.1 shall not apply to a conflict of interest which arises solely because the Councillor is appointed, nominated or elected a Councillor as the representative of any Directly Affiliated League or Area Association.
- 128.3 At any meeting held by the Council or any sub-committee of the Council at which a declaration of interest under Rule 128.1 is made, the other Councillors at that meeting may direct that the provisions of Rule 128.1 be suspended or relaxed in respect of that specific matter for any Councillor who has made the necessary declaration of a conflict of interest.
129. In all matches in which the Association is represented, the Players representing the Association shall be selected by the appropriate team manager at that time appointed. No Councillor, being a director or official of any particular club, may attempt to influence the selection of a Player to play in any such match.
130. Any Player selected to represent the Association in any match arranged by the Association, shall comply with the arrangements of the Association for the playing of such match and shall attend such match unless the Player can show good and sufficient cause for such non-compliance or non-attendance. What constitutes "good and sufficient cause" in any particular case shall be determined by the Association in its absolute discretion. No club or official shall encourage or instigate or induce or connive at any breach by any Player of any of the provisions of this Rule or any Rule or Regulation.
131. Tours outside Wales:-
- 131.1 No Member or other person or entity subject to the jurisdiction of the Association shall take Players on tour to England, Northern Ireland, Scotland, or to any country outside the United Kingdom under a designation that expressly or impliedly suggests such Players are representing the Association in any way.
- 131.2 All intended tours of Players outside Wales must first receive the written permission of the Association. All applications for such permission by Qualifying Clubs, Directly Affiliated Leagues or Area Associations shall be made direct to the Association. All other applications for permission shall, in the first instance, be lodged with the Area Association in which the organiser is situated and in these cases the Area Association will vet the application and will forward the application to the Association with its recommendation for acceptance or rejection but the final decision on the application will rest solely with the Association.
- 131.3 The organiser of any such tour shall deliver to the Association a full, accurate and complete statement of account of all moneys received and disbursed in connection with such tour which shall be delivered to the Association within twenty-one (21) calendar days of completion of the tour. An organiser in default of any provision of this Rule 131.3 shall pay the Association a sum equivalent to the fee payable (less VAT) by the organiser under the relevant provision of the Rule 43.2.3 in respect of each such default.
132. Each Councillor shall be furnished with a special ticket, which shall not be transferable. All clubs shall admit the holder of such special ticket to their grounds and stands upon production by the holder of such special ticket without requiring any other or further authority, except on specified occasions which shall be determined by the Association from time to time.



133. The Association shall have first claim to the use of all Association Football grounds, offices and facilities of clubs within the jurisdiction of the Association. When the Association uses such ground, the Association shall hold sole rights in respect of television and broadcasting and in respect of ground advertising including, without limitation, advertising boards around the pitch and the name or designation applied to the ground for the purpose of the match organised by the Association. From each representative match staged at such a ground the club on whose ground the match is played shall provide the Association, within twenty-one (21) calendar days of the match, with a detailed statement of account of the gross income and expenditure received and incurred in staging the match. If the said statement is not supplied within twenty-one (21) calendar days, the Association shall have the power to impose a fine for each week or part of a week the statement (and/or any payment due to the Association) is late. No provision of this Rule shall apply to the Millennium Stadium in Cardiff.
134. A Qualifying Club's membership of the Association is personal to such member and shall not be transferrable except on the incorporation, or de-incorporation, of the member. Such a transfer on incorporation or de-incorporation shall require the consent of the Association and in the application for such consent, the proposed transferee must satisfy the Association's requirements as specified from time to time including, without limitation, evidence that the proposed transferee has accepted responsibility for all Football Related Liabilities of the Qualifying Club and has satisfied the Association that such liabilities will be discharged fully and within a reasonable time.
135. The Association shall be entitled to publish in the public press, or in any other manner which to it shall seem fit, the reports of its proceedings, act or resolutions or any part thereof, without having any regard as to whether such publication shall or shall not reflect upon the character or conduct of any Member or any other party involved at the time in question within the jurisdiction of the Association. Every such party shall be deemed hereby to have assented to any such said publication.
136. Any Qualifying Club or any other club within the jurisdiction of the Association shall play and otherwise fulfil all fixtures with other clubs in the leagues or competitions in which it is entered in any Playing Season.
137. No football match in which Players of the opposite sex are involved shall be played on any football ground within the jurisdiction of the Association except matches involving Players of the opposite sex up to and including those in Academic Year 11 and for the avoidance of doubt if a Player reaches the age of sixteen (16) during the Playing Season the Player will remain eligible to play in mixed gender matches until the end of that Playing Season PROVIDED THAT nothing in this Rule shall prevent (a) the playing of football matches between Players with a disability at any age where Players of the opposite sex are involved so long as, in the case of matches for those Players with a disability who have completed Academic Year 11, the matches take place in leagues organised exclusively for Players with a disability or (b) Players of the opposite sex of any age participating in Walking Football.
138. The Council shall:-
- 138.1 Determine the date of each Playing Season and unless otherwise permitted under these Rules, no Official Matches are permitted to be played during the remainder of the year, which period shall be known as the close season.
- 138.2 Determine the dates of each Professional Registration Period. In the case of Professional Players and Amateur Players registered with a Club playing in competitions in the English pyramid system, the Council shall adopt as the

Professional Registration Periods the same periods as prescribed by the English Football Association for clubs playing in such competitions. In the case of all other Professional Players (and those Amateur Players who are applying to be registered to play for a Club in the Welsh Premier League), the first Professional Registration Period shall begin at the completion of the Playing Season and shall not exceed twelve (12) weeks. The second Professional Registration Period shall normally occur in the middle of the Playing Season and shall not exceed four (4) weeks. These dates shall be entered into TMS at least twelve (12) months before they come into force. Unless otherwise permitted under these Rules, no Professional Player registrations (or registrations for Amateur Players who are applying to be registered to play for a Club in the Welsh Premier League) will be accepted by the Association at any other time during the year.

- 138.3 Determine the dates (if any) of the Amateur Registration Period. In the case of Amateur Players registered with a Club playing in competitions in the English pyramid system (other than those to whom the Professional Registration Periods apply under Rule 138.2), the Council shall adopt as the Amateur Registration Period the period (if any) as prescribed by the English Football Association for clubs playing in such competitions. In the case of all other Amateur Players (other than those to whom the above provisions in this Rule 138.3 apply or to whom Rule 138.2 apply), the determination shall be at the discretion of the Council, giving due consideration to the sporting integrity of the relevant competitions. Unless otherwise permitted under these Rules, no applications to register such an Amateur Player to play in amateur only competitions under the jurisdiction of the Association will be accepted by the Association at any other time during the year.
139. No Player or registered referee registered with or affiliated to or in membership of any Area Association, Directly Affiliated League or Qualifying Club shall be allowed to serve on the Council.
140. No Player registered with or affiliated to or in membership of an Area Association, Directly Affiliated League or Qualifying Club shall serve on the committee of such Area Association or Directly Affiliated League.
141. No registered referee shall serve on the committee of any Area Association or league within whose area he/she is so registered.
142. No person shall be the secretary of two or more clubs at the same time.
143. Throughout these Rules the amount payable by the payee including, without limitation, subscriptions or fees or as otherwise required by law, shall be the amount stated plus the appropriate sum required in respect of VAT as applicable at that time.
144. Notices:-
- 144.1 Any notice or other communication given under these Rules or the Regulations shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid first class post or facsimile transmission or by email to the address and for the attention of the relevant party set out in Rule 144.4. In the case of email service, the terms of Rule 144.2 apply. In the case of the other forms of service such notice or communication shall be deemed to have been received:-
- 144.1.1 if delivered personally, at the time of delivery;

- 144.1.2 in the case of pre-paid first class post, twenty-four (24) hours from the date of posting; and
- 144.1.3 in the case of facsimile transmission, at the time of transmission.
- 144.2 Any notice or other communication given under these Rules or the Regulations by email shall be validly served if the relevant notification or communication is sent as an attachment to an email correctly sent to the Association and such notice or communication shall be deemed to have been received at the time of transmission. For the avoidance of doubt, the notice or communication must be sent as an attachment and an email alone (even if containing the relevant information) will not constitute valid service under Rule 144.
- 144.3 If deemed receipt occurs before 9.00am on a Business Day the notice or communication shall be deemed to have been received at 9.00am on that day and if deemed receipt occurs after 4.30pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00am on the next Business Day.
- 144.4 Any notice or other communication to be served on the Association shall be addressed to the Association at 11/12 Neptune Court, Vanguard Way, Cardiff CF24 5PJ or by facsimile to such number or numbers issued for such purpose by the Association from time to time or by email to such email address issued for such purpose by the Association from time to time. In all cases, the notice or communication shall be marked for the attention of the Chief Executive Officer. Any notice or other communication served by the Association on a Member or other party shall be served on the address or facsimile number of that Member or other party last known to the Association. The Association shall notify Members in writing from time to time of any change to its address or facsimile number or email address and each Member shall notify the Association in writing of any change in the Member's address or facsimile number.
- 144.5 In proving service it shall be sufficient to (a) prove that the envelope containing such notice or other communication was addressed to the address of the relevant party set out or referred to in Rule 144.4 and delivered either to that address or into the custody of the postal authorities as a pre-paid first class letter or (b) that the notice or other communication was transmitted by facsimile to the facsimile number of the relevant party set out or referred to in Rule 144.4 or (c) the notice or other communication was sent to the Association by email to the email address set out or referred to in Rule 144.4.
- 144.6 For the purpose of any time limit under these Rules or the Regulations, the date of receipt (or deemed receipt under this Rule 144) of the decision, notice or other relevant correspondence (as the case may be), shall count as the first day of such time limit.
145. The practice of kicking-off matches by persons other than the players competing in the match is prohibited except in charity matches.
146. The Association shall create a panel which shall deal with all internal national disputes between the Association, its Members and Subordinates that do not fall under the jurisdiction of its Judicial Bodies. The Association shall draw up special regulations regarding the composition, jurisdiction and procedural rules of this panel.

147. Jurisdiction:-

147.1 These Rules and the Regulations and any dispute or claim arising out of or in connection with them shall be governed by, and construed in accordance with the laws of England and Wales.

147.2 The Association, its Members and Subordinates will not take any dispute to a court of law unless specifically provided for in the Rules or Regulations or FIFA Rules or UEFA Rules. Any dispute shall be submitted to the exclusive jurisdiction of FIFA, UEFA or the Association.

147.3 The Association shall have jurisdiction on internal national disputes, namely disputes between parties under the jurisdiction of the Association. FIFA shall have jurisdiction on international disputes, namely disputes between parties belonging to different associations and/or international confederations.

147.4 If as permitted in these Rules or the Regulations a dispute is taken to a court of law, the parties to the dispute irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear such dispute.

148. CAS:-

148.1 The Association, its Members and Subordinates will recognise the jurisdiction of the CAS as specified in the relevant provisions of the FIFA and UEFA Rules.

148.2 The Association shall ensure its full compliance and that of its Members and Subordinates with any final decision passed by a FIFA body or CAS.

149(A) The licensing of Qualifying Clubs and all other Clubs under the jurisdiction of the Association to play in UEFA leagues or competitions shall be governed, sanctioned and controlled as set out, or referred to, in the Association's UEFA Club Licensing and Financial Fair Play Regulations.

149(B) The licensing of Qualifying Clubs and all other Clubs under the jurisdiction of the Association to play in domestic leagues or competitions shall be governed, sanctioned and controlled as set out, or referred to, in the Association's Regulations for the Pyramid League System including, without limitation, the FAW Tier 1 Club Licensing Regulations and the FAW Tier 2 Ground Criteria Regulations.

150. International matches:-

150.1 The authority for organising international matches and competitions between teams of national associations or international matches between leagues or club teams lies solely with FIFA. No such match or competition shall take place without the prior permission of the FIFA Executive Committee. In addition, permission from the relevant international confederation may be required in accordance with the FIFA Rules.

150.2 The Association is bound to comply with the international match calendar compiled by FIFA.

150.3 It is mandatory for Clubs to release Players to the representative teams of the country for which the Player is eligible to play on the basis of his/her nationality (including, without limitation, releasing Players to the representative teams of the Association) if they are called upon by a country's association to do so for matches on dates listed in the coordinated international match calendar of FIFA.

Any agreement between a Player and Club to the contrary is prohibited.

- 150.4 It is mandatory for Futsal clubs to release Futsal players to the representative teams of the country for which the Futsal player is eligible to play on the basis of his/her nationality (including, without limitation, releasing Futsal players to the representative teams of the Association) if they are called upon by a country's association to do so for matches on dates listed in the coordinated international match calendar of FIFA. Any agreement between a Futsal player and a Futsal club to the contrary is prohibited.
151. The Association shall not play matches or make sporting contacts with national associations that are not members of FIFA or with provisional members of an international confederation, in either case without the approval of FIFA.
152. No Area Association or Directly Affiliated League (except in cup competition) shall have a more stringent rule than any Rule or Regulation.
153. Competitions for Players with a disability who are over the age of eight (8) years on the 1st September in any Playing Season shall be governed, sanctioned and controlled as set out in the Regulations for Disability Football in Wales.
154. The preamble to these Rules, incorporating the definitions and interpretation provisions form part of the Rules and the Rules shall be read and construed in accordance with the same.