EFL REGULATIONS 2025/26

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SECTION 1 GENERAL

1 **Definitions**

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

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

'**2006 Act**' means the Companies Act 2006 and every statutory modification or re-enactment in force from time to time.

'**Academy Club**' means a Club that is licensed to operate an Academy pursuant to the Youth Development Rules (as adopted pursuant to Regulation 62).

'**Academy Player**' means a male player (other than an Amateur Player or a Trialist) who is in an age group between Under 9 to Under 21 and who is registered for and who is coached by or plays football for or at a Club which operates an Academy pursuant to the Youth Development Rules, save for any player who:

(a) in the reasonable opinion of the Club which holds his registration has developed technical, tactical, physical and psychological skills of such a level that he would not benefit from participating or continuing to participate in its Academy's Coaching Programme and Games Programme; and

(b) is registered as a Contract Player or Non-Contract Player for that Club; and

(c) is aged at least 18.

'**Accounting Reference Period'** means the period in respect of which Annual Accounts are prepared.

'**Activity**' means any activity or series of activities, organised or arranged by or in the name of a Club, for Children and/or Adults at Risk (and/or to be attended by such individual(s)).

'**Adult at Risk**' means an adult who has needs for care and support (whether or not the local authority is meeting any of those needs) and is experiencing, or is at risk of, abuse or neglect and as a result of those care and support needs is unable to protect themselves from either the risk of or the experience of abuse and neglect. This may include (but is not limited to) people with learning disabilities, sensory impairments, mental health needs, elderly people and people with a physical disability or impairment. It may also include people who are affected by the circumstances that they are living in, for example, experiencing domestic violence.

'**Agency**' means an organisation, entity, form or private company retaining, employing or otherwise acting as a vehicle for the business affairs of one or more Football Agents;

'**Amateur Player**' means any player (other than an Academy Player) who is registered to play or intends to be registered to play for a Club and who is registered with the Football Association as an amateur in accordance with the FIFA Regulations on the Status and Transfer of Players.

'**Annual Accounts'** means:

(a) the accounts which each Club's Directors are required to prepare pursuant to section 394 of the 2006 Act in respect of the Club's most recent completed financial year (such accounts to be prepared and audited in accordance with applicable legal and regulatory requirements) together with a copy of the Directors' report for that year and a copy of the auditor's report (if any) on those accounts; and/or

(b) if the Club considers it appropriate or The League so requests, the group accounts of the Group of which the Club is a member and which it is required to prepare pursuant to section 399 of

the 2006 Act, or which it is required to deliver to the Registrar of Companies pursuant to section 400(2)(e) or section 401(2)(f) of the 2006 Act,

provided that in either case the accounts are prepared to an accounting reference date (as defined in section 391 of the 2006 Act) which falls between 31 May and 31 July inclusive. If the accounting reference date falls at any other time, separate accounts for the Club or the Group as appropriate must be prepared for a period of 12 months ending on a date between 31 May and 31 July inclusive, and in such a case "Annual Accounts" means those accounts.

Annual Accounts must be prepared and audited in accordance with all legal and regulatory requirements applicable to accounts prepared pursuant to section 394 of the 2006 Act and the provisions of Annex 2 (Reporting Requirements in relation to Player registrations).

'**Arbitration Act**' means the Arbitration Act 1996 or any re-enactment or amendment thereof for the time being in force.

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

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

'**Associate**' means in relation to an individual, any other individual who is:

(a) the spouse or civil partner of that individual; or

(b) a relative of that individual or of their spouse or civil partner; or

(c) the spouse or civil partner of a relative of that individual or of their spouse or civil partner.

'**Associated Party**' is a person that is associated with the Club. In considering each possible Associated Party relationship, the League will direct its attention to the substance of the relationship and not merely the legal form.

1. A Person is associated with a Club if that Person or, where that Person is an individual, a close member of that individual's family (i.e. those family members who may be expected to influence, or be influenced by, that individual in his dealings with the entity, including that individual's parents, children, siblings and spouse or domestic partner, children of that individual's spouse or domestic partner, and dependants of that individual or that individual's spouse or domestic partner):

    (a) has Control or joint control over the Club;

    (b) holds a holding in excess of 5% of Shares;

    (c) holds a loan interest or other debt or security interest of any kind in the Club or an entity in the same group of companies as the Club, with the exception of any such interest held: (i) as part of regulated banking services provided by a Financial Institution; (ii) in the form of bonds, notes or other securities held by professional investors; or (iii) pursuant to a debenture providing the holder with access to events at the Club's Stadium;

    (d) has Material Influence over the Club or an entity in the same group of companies as the Club; or

    (e) is a Director or member of the key management personnel of the Club or of a Parent Undertaking of the Club.

2. A Person is also associated with a Club if any of the following conditions apply:

    (a) the Person and the Club are members of the same group of companies;

(b) the Person and the Club are directly or indirectly controlled, jointly controlled or Materially Influenced by the same government, public or state-funded body or by the same party;

(c) the Person (or a Director or member of the key management personnel of the Person) has Material Influence over the Club (or vice versa);

(d) the Person is an associate or joint venture of the Club (or an associate or joint venture of a member of a group of companies of which the Club is a member) (or vice versa);

(e) both the Person and Club are joint ventures in which the same third party is a shareholder;

(f) the Person is a joint venture in which the a third party is a shareholder and the Club is an associate of the third party (or vice versa);

(g) the Person is controlled or jointly controlled by a Person identified in paragraph 1;

(h) an individual identified in paragraph 1(a) has Material Influence over the Person or is a member of the key management personnel of the Person (or a parent of the Person); or

(i) the Person, or any member of a group of which it is a part, provides key management personnel services to the Club.

When considering where a Person is an Associated Party, The League will direct its attention to the substance of the relationship and not merely the legal form.

'**Associated Undertaking**' means an undertaking in which another undertaking has a participating interest and over whose operating and financial policy it exercises a significant influence, and which is not a Parent Undertaking or a Subsidiary Undertaking.

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

'**Board**' means the Board of directors for the time being of The League.

'**Broadcast Partner(s)**' means any broadcaster and/or media rights partner of the League and/or any production partner of the League, in each case as the League may permit to broadcast or otherwise make available matches (whether on an audio and/or audio-visual basis) on the League's behalf from time to time.

'**CFRU**' means the Club Financial Reporting Unit, an internal department of The League which the Board has delegated its authority to exercise the rights and powers of The League in the context of the Financial Regulations.

'**CFRP**' means the Club Financial Reporting Panel constituted in accordance with Appendix 6.

'**Championship Club**' means a Member Club that participates in the Championship Division of The League Competition in any Season.

'**Child**' or '**Children**' mean any Person or Persons under the age of 18 years.

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

'**Close Relative**' means a person who is related to that person whether by family ties or in law and the final determination shall be made by The League.

'**Closed Period**' shall mean that part of the Season that is not a Transfer Window.

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

'**club**' means any association football club that is not a Member Club.

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

'**Club Charter**' means the charter relating to the conduct of Clubs, Officials and Directors in the format as determined by the Board from time to time after consultation with Clubs.

'**Club Developed Player**' means a Player who has been registered with the relevant Club for a minimum of 12 months prior to the end of his Under 19 Season (as determined in accordance with the Youth Development Rules).

'**Club Community Organisation**' or '**CCO**' means a registered charity which is affiliated to and supported by a Club but which operates independently and on a not for profit basis and which provides (amongst other things) community sports education and charitable activities on behalf of the Club.

'**Compensation Fee**' means any sum of money or other consideration (exclusive of VAT) payable by a Transferee Club to a Transferor Club upon the permanent transfer of the registration of an Under 24 Player in respect of whom the right of the Transferor Club to receive compensation has been retained in accordance with Regulation 68.3 or a Player refusing to be registered in The National League in accordance with Regulation 67.4.

'**Concert Party**' means any person with which any Director is acting in concert within the meaning of paragraphs (2) to (5) (inclusive) of the definition of 'acting in concert' in the City Code on Takeovers and Mergers, or would be so acting in concert if the City Code on Takeovers and Mergers applied in the relevant case.

'**Connected Person**' means any Person or Entity who directly or indirectly possesses or is entitled to acquire more than 30 per cent of:

(a) the issued ordinary share capital of the company; or

(b) the loan capital (save where loan capital was acquired in the ordinary course of the business of lending money) and issued share capital of the company; or

(c) the voting power in the company; or

(d) the assets of the company which would be available for distribution to equity holders in the event of winding up of the company.

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

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

(a) the power (whether directly or indirectly and whether by the ownership of the share capital, by the possession of voting power, by contract or otherwise including without limitation by way of membership of any Concert Party) to appoint and/or remove all or such of the members of the board of Directors of the Club as are able to cast a majority of the votes capable of being cast by the members of that board; and/or

(b) the holding and/or possession of the beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares or other securities in the Club (whether directly, indirectly (by means of holding such interests in one or more other persons) or by contract or otherwise including without limitation by way of any Concert Party) which confer in aggregate on the holder(s) thereof 25 per cent or more of the total voting rights exercisable at general meetings of the Club.

For the purposes of the above any rights or powers of a Nominee for any person or of an Associate of any person or of a Connected Person to any Person or Entity shall be attributed to that person.

'**Corporation Tax'** means corporation tax pursuant to the Corporation Tax Act 2010, or any such equivalent tax, charged in the UK from time to time.

'**Covid PAYE Liability**' means any PAYE & NIC liabilities due for payment between 1 March 2020 and 30 June 2021.

'**CTK**' means the protocol issued by The League from time to time which seeks to ensure matches played under the auspices of The League commence at the kick-off time designated by The League.

'**Development Fee**' means an amount paid or to be paid by a Transferor Club to a Transferee Club for the development of a Player pursuant to a Temporary Loan Transfer.

'**Director**' means any Person occupying the position of director of a Club whose particulars are registered or registerable pursuant to Section 162 of the 2006 Act and incudes a shadow director, that is to say, a Person in accordance with whose directions or instructions the directors of the Club are accustomed to act, or a person having Control over a Club, or a person exercising the powers that are usually associated with the powers of a director of a company.

'**Due Date**' means the date upon which a Club is required to account to HMRC for:

(a) PAYE & NIC;

(b) VAT;

(c) Corporation Tax;

(d) any other taxes payable by the Club to HMRC; and/or

(e) any amounts the Club is required to deduct from its employees or any other Person and pay to HMRC to offset that other Person's liability (for example student loan repayments),

as prescribed by relevant legislation, regulations or guidance in force from time to time.

'**Emergency Goalkeeper Loan**' means any loan of a Contract Player completed in accordance with the provisions of Regulation 58.

'**Entity**' includes any legal entity, firm or unincorporated association and in the case of an Entity which is incorporated any Group Undertaking, Parent Undertaking or Subsidiary Undertaking of that incorporated Entity.

'**Event of Insolvency**' refers to any one of the following:

(a) entering into any form of compromise agreement or arrangement with its creditors as a whole, including but not limited to:

  (i) a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act;

  (ii) a Scheme of Arrangement with creditors under Part 26 of the 2006 Act;

  (iii) a restructuring plan, compromise or arrangement pursuant to Part 26A of the 2006 Act (as implemented by Schedule 9 of the Corporate and Insolvency Governance Act 2020); or

(iv) any other form of compromise agreement or arrangement with its creditors as a whole;

(b) any form of proceedings or out of court process triggering any one of the following

(i) a statutory moratorium process as described in Part A1 of the Insolvency Act;

(ii) the lodging of a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court in accordance with paragraph 26 or paragraph 29 of Schedule B1 to the Insolvency Act;

(iii) an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the Insolvency Act (other than paragraph 12(1)(c)) or where an Administrator is appointed;

(iv) an Administration Order is made, where '**Administrator**' and '**Administration Order**' have the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the Insolvency Act;

(v) the appointment of an Administrative Receiver (as defined by section 251 of the Insolvency Act);

(vi) The appointment of a Law of Property Act Receiver (appointed under section 109 of the Law of Property Act 1925);

(vii) The appointment of any Receiver appointed by the Court under the Supreme Court Act 1981;

(viii) any other Receiver is appointed over any assets which, in the opinion of the Board is material to the Club's ability to fulfil its obligations as a Member Club;

(ix) shareholders passing a resolution pursuant to section 84(1) of the Insolvency Act to voluntarily wind up;

(x) a meeting of creditors is convened pursuant to section 95 or section 98 of the Insolvency Act;

(xi) a winding up order is made by the Court under section 122 of the Insolvency Act or a provisional liquidator is appointed under section 135 of the Insolvency Act;

(xii) ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by the Board;

(xiii) being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous to the insolvency regimes detailed in paragraphs (a) to (b) above; and/or

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

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

'**Fellow Subsidiary Undertaking**' has the meaning set out in section 1161(4) of the 2006 Act.

'**FIFA Regulations**' means the FIFA Regulations for the Status and Transfer of Players, as the same may be amended from time to time.

'**Financial Institution**' means any entity which is incorporated in, or formed under the law of any part of the United Kingdom, and which has permission under Part 4 of the Financial Services and Markets Act 2000 to carry on the regulated activity of accepting deposits (within the meaning of section 22 of that Act, taken with Schedule 2 and any order under section 22).

'**Financial Regulations**' means the following provisions:

(a) Regulation 16 (Club Financial Records);

(b) Regulation 17 (HMRC Reporting);

(c) Regulation 52.6 (Fee Restrictions);

(d) Regulation 54 (Non-payment to Players);

(e) Regulation 64.7 (Conditions of contract); and

(f) the Financial Fair Play Regulations.

'**Football Agent**' means a natural person licenced by FIFA to perform 'football agent services' as defined in the FIFA Football Agent Regulations (as amended from time to time);

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

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

'**Gambling Code of Conduct**' means the Code of Conduct for Gambling Related Agreements in Football as entered into by The League and/or Clubs (including any associated gambling related code and/or any amended or replacement version and/or any guidance on such code(s) as issued by The League) from time to time.

'**Goal Line Technology**' means all necessary equipment for the purpose of assisting the referee to determine whether, in a match, a goal has been scored.

'**Group**' has the meaning set out in section 474(1) of the 2006 Act.

'**Group Undertaking**' has the meaning set out in section 1161(5) of the 2006 Act.

'**HMRC**' means HM Revenue and Customs or such other government department(s) that may replace the same.

'**Holding**' means the holding and/or possession of the beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares or other securities in a Club (whether directly, indirectly (by means of holding such interests in one or more other persons) or by contract including without limitation by way of a Concert Party) which confer any voting rights exercisable at general meetings of the Club and for the purposes of this definition any rights or powers of a Nominee for any Person or of an Associate of any Person or of a Connected Person to any Person shall be attributed to that Person.

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

'**Home Grown Player**' has the meaning set out in Regulation 34.9.

'**Image Contract'** means any contract whereby a Player transfers to any Person the right to exploit his image or reputation either in relation to football or non-footballing activities**.**

'**Image Contract Payment**' means any payment made or liability incurred by or on behalf of a Club to such a Person in order to acquire that right.

'**Insolvency Act**' means the Insolvency Act 1986 and any statutory modification or re-enactment thereof for the time being in force.

'**International Club**' means any association football club not sanctioned by or affiliated to the Football Association, but excluding any such club that actually plays in a league competition sanctioned by or otherwise affiliated to the Football Association (being, as at the date of adoption of this definition, Welsh clubs participating in the English National League system, the League Competition or the Premier League).

'**International Loan**' means any loan of a Contract Player completed in accordance with the provisions of Regulation 57.

'**Key Asset Loan**' means any loan agreement or credit facility where the Club receives borrowing secured against:

(a) the Club's stadium;

(b) the Club's training ground; and/or

(c) the Club's academy facilities.

'**Laws of the Game**' means:

(a) the 'Laws of the Game' published; and

(b) any protocols issued in relation thereto,

from time to time by the International Football Association Board.

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

'**League Appeals Committee**' means the Committee referred to in Regulation 75.

'**League Arbitration Panel**' means the arbitral tribunal established in accordance with Section 9 of these Regulations.

'**League Competition**' means the annual League Competition for Clubs organised by The League.

'**League Match**' means an Association Football match in the League Competition.

'**League One Club**' means a Member Club that participates in the League One Division of the League Competition in any Season.

'**League Two Club**' means a Member Club that participates in the League Two Division of the League Competition in any Season.

'Liability' means any and all liabilities and obligations of every kind and description whatsoever (including costs, expenses, and fees) whether they are present or future, certain or contingent, ascertained or sounding only in damages, and 'Liabilities' shall be construed accordingly.

Guidance

The definition of Liability is drawn sufficiently wide to ensure that it includes:

- *future payments not yet accrued e.g. contingent amounts on transfer agreements or future loan wage contributions;*
- *amounts which may yet be ordered to be paid but which may require resolution through the various dispute resolution processes (and /or court proceedings, if applicable) provided for in the rules and regulations of FIFA, UEFA, the Football Association (or any Competition or Association established under the rules thereof). In the context of The League, the dispute resolution processes include any Player Related Dispute Commission, Football League Appeals Committee, Professional Football Compensation Committee, Disciplinary Commission, League*

Arbitration Panel or the CFRP (and any other body established by the Regulations for similar or equivalent purposes).

'**Loan Fee**' means any sum of money (exclusive of VAT) payable by a Transferee Club to a Transferor Club upon a Temporary Loan Transfer or Emergency Goalkeeper Loan of a Player.

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

'**Material Influence**' means the ability to influence but not control financial and operating policy decision-making, and the term 'Materially influenced' shall be construed accordingly. Material Influence may be gained by share ownership, by statute or by agreement, or otherwise from the particular circumstances. For the avoidance of doubt, a party (or in aggregate parties with the same ultimate controlling party) is deemed to have Material Influence if it provides within a reporting period an amount equivalent to 30% or more of the Club's total revenue.

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

'**Minority Candidate**' means an individual who:

(a) is from a:

(i) Black;

(ii) Asian;

(iii) Mixed heritage; or

(iv) other minority ethnic,

community; and

(b) holds up to date qualifications that qualify them for the applicable Specified Role.

'**Misconduct**' means:

(a) any matter which is expressed in these Regulations as constituting 'misconduct';

(b) a breach of any other Articles and/or Regulations of The League (and any rules made in accordance with them);

(c) a breach of an order, requirement, direction or instruction of The League.

'**The National League and/or 'National League**' means the 'The National League' or, subject to the approval of the Board, any successor or alternative League and if such League shall have more than one division, unless the context otherwise requires, shall mean the highest division of such League.

'**Nominee**' means in connection to any Person or Entity another Person or Entity who possesses rights or powers on their behalf, or which they may be required to exercise at their discretion.

'**Non-Contract Player**' means any Association Football Player (except a Scholar or Academy Player) who is not playing under a written contract of employment with a Club.

'**Normal Playing Season**' means the period of the year commencing with the first League match and, for each Club, ending immediately after the completion of the Club's final fixture of the League Competition, excluding any Play-Off matches.

'**Normal Working Day**' means a day (other than a Saturday, a Sunday or a Bank or Public Holiday) on which The League's office is open for normal business.

'**Office**' means the registered office of The League.

'**Official**' means any Director (including but not limited to a Director), employee (other than a Player) or duly authorised (express or implied) agent (other than an Intermediary) of a Club.

'**Office Holder**' means any of the following:

(a) Administrative Receiver (as defined by section 251 of the Insolvency Act), a Law of Property Act Receiver (appointed under section 109 of the Law of Property Act 1925) or any Receiver appointed by the Court under the Supreme Court Act 1981 or any other Receiver is appointed over any assets;

(b) an administrator pursuant to Schedule B1 of the Insolvency Act;

(c) a liquidator pursuant to Part 4 of the Insolvency Act;

(d) a supervisor of Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act or Scheme Arrangement pursuant to Part 26 of the 2006 Act;

(e) any person or corporate entity given a supervisory role by the court in respect to a compromise, arrangement or restructuring plan pursuant to Part 26A of the 2006 Act (as implemented by Schedule 9 of Corporate and Insolvency Governance Act 2020);

(f) any insolvency practitioner or third party who proposes to take one or more of the aforementioned appointments.

'**Out of Contract Player**' means a Contract Player whose contract of employment with a Club has expired.

'**Out of Registration Player**' shall mean any Player who has not at any time been registered with a Member Club (or club), or if he has been so registered his registration (including as a Contract Player or Non-Contract Player, or equivalent registration in any other league) expired or was cancelled at any time prior to the end of a Transfer Window and he has not since been registered with any Club (or club).

'**Over 24 Player**' means a Player who is entitled to the benefit of Regulation 71.

'Owners' and Directors' Test' means the provisions set out in Appendix 3.

'**PAYE & NIC**' means any and all payments required to be made by the Club in respect of income tax and national insurance contributions.

'**Parent**' shall be interpreted to include, if appropriate, a guardian.

'**Parent Undertaking**' has the meaning set out in Section 1162 of the 2006 Act.

'**Person**' means an individual or where the context requires an Entity.

'**Player**' means any Association Football player, Scholar or Academy Player offering to play, playing or having played association football for a Club.

'**Player Related Dispute Commission**' shall mean a commission constituted in the same manner as a Disciplinary Commission and Regulations 90 to 92 inclusive and Appendix 2 shall apply *mutatis mutandis*.

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

'**Professional Football Compensation Committee**' means the Committee referred to in Regulation 73.

'**Professional Goalkeeper**' means a goalkeeper (excluding any Goalkeeper registered as a Non-Contract Player) who has been named in the starting eleven on five or more occasions by:

(a) any Club (or Premier League club) in any matches in the relevant league or first team cup competitions (other than the EFL Trophy); and/or

(b) any other club in a professional league in that club's home association (by way of example, any division of the Scottish Professional Football League, or Serie A, B or C).

'**Promoted Championship Club'** means any Club who is promoted from the Championship Division into the Premier League in accordance with Regulation 10.

'**Qualification Criteria**' means the criteria for admission to The League as laid down by the Board from time to time including, without limitation, those matters set out in paragraph 1.1 of Part 1 (Ground Capacity and Seating).

'**Registered Player**' has the meaning stated in Regulation 44.4.

'**Regulations**' means the regulations of The League from time to time (and any rules made thereunder).

'**Relegated PL Club**' means any Club who is relegated out of the Premier League into the Championship Division in accordance with Regulation 10.1.1.

'**Relevant Financial Fair Play Rules**' means any of Premier League Rules E.49 to E.71 and/or any of the Financial Fair Play Rules as set out in Appendix 5 to these Regulations, both as amended from time to time.

Guidance

The reference to such rules as amended from time to time is intended only to capture amendments to the Relevant Financial Fair Play Rules and not, for example if there is a move to Squad Cost Ratio, which would be subject to a separate vote.

'**Scholar**' means a Player aged sixteen or over who has signed a Scholarship Agreement with a Club and a registration form for Scholars in the manner stipulated by The League.

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

'Sell-On Fee' means a sum payable in the event of any subsequent transfer(s) of a Player, provided that:

(a) the effect of an agreement in relation to a Sell-On Fee must not entitle any previous Club (or club) to an amount greater than the amount equal to 50% of the excess Compensation Fee, Loan Fee, Transfer Fee or any other compensation received by a Club or club from a subsequent transfer); and

(b) no right to receive a Sell-On Fee may be retained by the Club (by any means) in relation to an Out of Contract Player save where the Club has made an offer to that Player in accordance with Regulation 68 (Under 24 Players).

'**Significant Interest**' means the holding and/or possession of the legal or beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares or other securities in the Club which confer in aggregate on the holder(s) thereof ten (10) per cent or more of the total voting rights exercisable in respect of the shares of any class of shares of the Club. All or part of any such interest may be held directly or indirectly or by contract including, but not limited to, by way of membership of any Concert Party, and any rights or powers held by an Associate, Nominee or Connected Person shall be included for the purposes of determining whether an interest or interests amounts to a 'Significant Interest'.

'**Specified Role**' means any role which, pursuant to the Youth Development Rules, requires the person fulfilling that role to hold an up to date UEFA B or UEFA A Licence (or equivalents or replacements to those qualifications) as a minimum.

'**Squad List**' means the list of Players eligible to participate in League matches during a Season, in accordance with the provisions of Regulation 44.9.

'**Staff**' means any employee of the Club, individual engaged by the Club or volunteer of the Club involved in any Activity on behalf of or with the authorisation of the Club and/or who works directly with (and/or has influence over) Children or Adults at Risk (or acts on their behalf in any way);

'**Standard Loan**' means any loan of a Contract Player completed in accordance with the provisions of Regulation 56.

'**Subsidiary Undertaking**' has the meaning set out in Section 1162 of the 2006 Act.

'**Summer Transfer Window**' shall mean the period in between two Seasons during which Clubs shall be permitted to register Players, as more particularly described in Regulations 43.1 and 0.

'**Temporary Loan Transfer**' means a Standard Loan or International Loan, but excludes any Emergency Goalkeeper Loan completed in accordance with Regulation 58.

'**Time to Pay Agreement**' means an agreement in writing between the Club and HMRC in relation to the repayment of arrears to HMRC in respect of any Covid PAYE Liability.

'**Transfer Fee**' means any sum of money or other consideration (exclusive of VAT) payable by a Transferee Club upon the permanent transfer of the registration of a Contract Player.

'**Transferee Club**' means a Club (or club) to which the registration of a Contract Player is, or is to be or has been transferred (including on the basis of a Temporary Loan Transfer or Emergency Goalkeeper Loan) or which, in the case of an Under 24 Player, effects registration of that Under 24 Player with that Club (or club) pursuant to Regulation 68.

'**Transferor Club**' means a Club (or club) from which the registration of a Contract Player is, or is to be or has been transferred (including on the basis of a Temporary Loan Transfer or Emergency Goalkeeper Loan) or which, in the case of an Under 24 Player, holds his registration under the provisions of Regulation 68.3.

'**Transfer Window**' means the Summer Transfer Window and/or the Winter Transfer Window.

'**Trialist**' means a player playing in age groups Under 9 to Under 21 who is attending an Academy on trial under the provisions of Rule 256 of the Youth Development Rules.

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

'**Under 21 Player**' means a Player under the age of 21 as at the 1 January in the year in which the Season concerned commences.

Guidance

For Season 2024/25 an Under 21 Player is someone born on or after 1 January 2004.

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

Guidance

For Season 2024/25 an Under 24 Player is someone born on or after 30 June 2001.

'**VAT**' means value added tax in accordance with the Value Added Tax Act 1994, or any equivalent tax, chargeable in the UK from time to time.

'Winter Transfer Window' shall mean the period in each Season during which Clubs shall be permitted to register Players, as more particularly described in Regulation 43.3.

'**Youth Development Rules**' means those Rules made in accordance with the provisions of Regulation 62.

1.2 Where in these Regulations:

1.2.1 reference is made to a document being signed by a specified Person that document may be signed either by:

(a) that Person actually signing the document in question; or

(b) by using electronic software designed for that purpose, and

for the avoidance of doubt, the signature by someone else on behalf of the specified Person, or the application of that Person's signature by electronic means by another person, is prohibited. Nothing in this Regulation shall restrict the ability of a Club to submit any signed document by electronic transmission where this is permitted in these Regulations;

1.2.2 reference is made to any rights of, the exercise of any discretion and/or any powers of The League, the rights, discretion and/or powers will be exercisable by such members of the Executive as are appropriate having regard to the nature of the matter to be considered (unless otherwise stipulated as being exercisable by the Board) and decisions of the Executive and/or Board shall be treated as decisions of The League. Nothing in this Regulation shall be deemed to prohibit or otherwise fetter the ability of the Board to delegate its powers, including to the Executive; and

1.2.3 a Regulation refers to a Director being entitled to represent that Member Club or being required to sign a particular document on behalf of that Member Club, such reference shall not include a shadow director.

1.3 Wherever in these Regulations the computation of time is involved, Sunday is to be reckoned as a day save in respect of the definition of and use of the defined term 'Normal Working Day'.

1.4 These Regulations shall be published on The League's website.

1.5 Any existing reference to a statute or Laws of the Game in these Regulations shall be deemed automatically updated, with no requirement for Member Club approval, to amend the Regulations to include any amendments, deletions or additions to such relevant statutes or Laws of the Game from time to time.

2 Alterations to these Regulations

2.1 No alteration, deletion or addition shall be made in or to these Regulations except in the manner provided in Article 13.

SECTION 2 MEMBERSHIP

3 The League

3.1 Membership of The League shall constitute an agreement between The League and each Club to be bound by and comply with:

3.1.1 these Regulations and the Articles of Association;

3.1.2 the Football Association Rules;

3.1.3 the Laws of the Game;

3.1.4 the Rules and Regulations of any body of which The League is a member;

3.1.5 the terms of the Tripartite Agreement insofar as such terms apply to the members of The League for that Season;

3.1.6 the terms of any agreement entered into by The League;

3.1.7 the terms of any Cup or other competitions conducted or controlled by The League;

3.1.8 the Premier League Rules (including but not limited to the Relevant Financial Fair Play Rules) insofar as those Rules continue to apply to any Relegated PL Club once it is a Member Club of The League; and

3.1.9 each of the aforesaid as altered, revoked or added to from time to time.

3.2 Further, for the avoidance of doubt, every Club, by becoming and remaining a member of The League, agrees to compete in the League Competition, the EFL Cup, The Football Association Challenge Cup and all other competitions conducted or controlled by The League and in which it is eligible to compete.

3.3 Such agreement shall have effect from the date of the Club's admission to The League and terminate upon such Club ceasing to be a member (but without prejudice to any rights or claims which may have arisen or arise in respect of acts or omissions prior to such date).

3.4 In all matters and transactions relating to The League each Club shall behave towards each other Club and The League with the utmost good faith. Further, each Club shall deliver to the League a copy of the Club Charter signed by the appropriate Director for and on behalf of the Club. The League shall be entitled to publish the Club Charter.

3.5 No Club, either by itself, its servants or agents, shall by any means whatsoever unfairly criticise, disparage, belittle or discredit any other Club or The League or in either case any of its directors, officers, employees or agents.

3.6 Without prejudice to The League's powers of inquiry under Section 8, each Club shall comply promptly and in full with any request for information made by The League (including, for the avoidance of doubt, any such request made pursuant to a demand from a statutory or regulatory authority).

3.7 A Club shall not, without The League's prior written consent, either during its membership of The League or at any time after its membership has terminated, disclose or divulge, either directly or indirectly, to any Person whatsoever or otherwise make use of any confidential information as to the business or finances of The League or any other Club or any of their dealings, transactions or affairs or as to any other matters which may come to its knowledge by reason of its membership, save to statutory and regulatory authorities or as may be required by law or to such Officials and auditors of that Club to whom such disclosure is strictly necessary for the purpose of their duties and then only to the extent so necessary.

4 **Resignation from or Expulsion of Membership**

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

4.2 Any Club which is in breach of Regulation 4.1 shall on demand indemnify The League against all losses, damages, liabilities, costs or expenses suffered or incurred by The League which result directly or indirectly from such breach including, but without prejudice to the generality of the foregoing, any loss of income or profits from any sponsorship or other commercial agreement or arrangement.

4.3 Subject to the provisions of the Articles of Association and these Regulations, The League may from time to time and upon such terms and conditions as it may think fit expel any member from The League provided always that no member may be expelled without the sanction of a special resolution passed at an Annual or Extraordinary General Meeting of The League.

SECTION 3 THE LEAGUE

5 Divisional Structure of The League Competition

5.1 Not more than 72 Clubs shall compete in the League Competition. The Clubs from time to time in membership of The League shall be grouped into three divisions, to be known as The Championship, League One and League Two respectively or such other titles as may be determined by the Board in consultation with Clubs.

5.2 The Championship and League One shall, subject to the provisions of Regulation 11 (Cessation of Membership) each consist of 24 Clubs. League Two shall comprise the remainder of the Clubs then in membership of The League.

6 Competitions Organised by The League

6.1 The League shall conduct and in every respect control each Seasons football competitions, being both league and cup competitions, to be called the League Competition, the EFL Cup, and such other competitions as the Board may from time to time determine and at all times safeguard the interest of the Clubs. For the avoidance of doubt, such competitions may include small sided competitions, or such other competitions, being variants of association football, as the Board may from time to time determine.

6.2 All Clubs and the members from time to time of The Premier League shall take part in The EFL Cup. All Clubs that are eligible shall take part in such other competitions as the Board may from time to time determine each Season. Whenever requested by the Board all Clubs shall take part in any small sided games or other competitions organised by The League and shall observe the Rules of the relevant competition.

6.3 The control of all competitions that the Board may decide to promote shall be vested in the Board who shall in all ways act as the management committee of the competition and determine the rules of the competition.

6.4 All Clubs (and clubs) shall comply with the requirements of The League in respect of the sale of tickets to any match played under the auspices of The League. Failure to do so will constitute misconduct. Without prejudice to the generality of the foregoing, where in these Regulations or the relevant competition rules a Club is expressed as being entitled to a share of the proceeds of such match, that entitlement may be reduced to reflect any financial penalty imposed for a breach of this Regulation.

6.5 The Board shall have power to arrange Inter-League or other match or matches and to authorise or arrange or control additional competitions and/or matches in which Clubs take part as they in their discretion may deem expedient always subject to The Football Association Regulations for the Sanction and Control of Leagues and Competitions with the exception of Football Association and County Football Association Competitions. For any of the purposes aforesaid they may select such of the grounds and Registered Players of the Clubs upon such terms and conditions as they may think fit. Any Club or Registered Player failing to comply with the directions of the Board under this Regulation shall be guilty of misconduct.

7 Application for and Relegation from Membership

7.1 Any club that wishes to be promoted from The National League to The League at the end of a Season (whether by way of automatic promotion or by way of any approved play-off competition approved in accordance with Regulation 10.1.3(a)) (an '**Applicant Club**') must, by the 30 November in that Season,

have lodged with The League such documentation and other evidence as may be required to satisfy The League that it:

7.1.1 will by 1 March in that Season (subject to any dispensations granted by the National League which The League also considers, acting reasonably, appropriate in all of the circumstances) comply with the Qualification Criteria (and where any dispensation has been so granted, the Club will still be required to demonstrate that it can meet the remainder of the requirements of this Regulation by the dates set out herein). The date of 1 March shall be extended to 31 March for any Applicant Club which is in its first Season in the National League National division;

7.1.2 will by 1 July prior to its first Season as a Member Club comply with the requirements of Appendix 1, Parts 2 and 3;

7.1.3 will by 30 April in its first Season as a Member Club comply with the Admission Criteria;

7.1.4 will by 30 April in its third Season as a Member Club comply with the Membership Criteria; and

7.1.5 will with effect from the date of acceptance as a Member Club, comply with Regulation 13 (with the proviso of security of tenure of not less than 5 full Seasons upon becoming a member of the League with the ability to achieve security of tenure for 10 full Seasons by the 30 April in the second Season following promotion) and Regulation 15 (no Artificial Surface),

in accordance with these Regulations (as applicable as at the date of the application).

7.2 Applicant Clubs will be required to confirm that they agree to be bound by any provisions of these Regulations relating to:

7.2.1 the process for making an application;

7.2.2 the definitions of Qualification Criteria, Admission Criteria and Membership Criteria;

7.2.3 the provisions of Section 9, Arbitration (in relation to any challenge to any decision of The League in respect of the application); and

7.2.4 any other provisions of these Regulations as are applicable to the issue of promotion and relegation between the National League and The League,

each as applicable as at the date of application.

7.3 The League shall, no later than 1 March following receipt of the application, provide to each Applicant Club confirmation in writing as to whether the Applicant Club meets the criteria for promotion as set out in this Regulation 7 or not.

7.4 Provision of confirmation that an Applicant Club meets the criteria for promotion is without prejudice to the rights of the Board to refuse to register a transfer of membership pursuant to and in accordance with Article 6.1 of the Articles of Association of The League.

7.5 Submitting an application in accordance with this Regulation 7 constitutes an agreement in writing between the Applicant Club and The League (for the purposes of section 5 of the Arbitration Act) to submit any dispute relating to a determination by The League that the Applicant Club does not meet the criteria for promotion as set out in this Regulation 7 to final and binding arbitration in accordance with the provisions of the Arbitration Act, as a Board Dispute, in accordance with the provisions of Section 9 of these Regulations, subject to the following modifications:

7.5.1 the time limit for service of the Notice of Arbitration is within seven days of the date of issue of The League's decision;

7.5.2 the time limits set out in Regulation 99.2 and 99.3 (Appointing the Arbitrators) shall in each case be reduced from 14 days to two Normal Working Days; and

7.5.3 the parties shall each use their best endeavours to ensure that the arbitration is concluded no later than the conclusion of the final round of fixtures in the National League competition in that Season.

7.6 Decisions of The League (or League Arbitration Panel, if applicable) in any one Season shall relate only to the application made in that Season, and not bind The League (or any League Arbitration Panel) in any future Season.

7.7 At the end of each Season the Clubs occupying the bottom two places of League Two shall, in accordance with the Articles of Association and these Regulations, cease to be members of The League and join the National League, save as otherwise provided in Regulations 10 and 11.

7.8 At the end of each Season the Clubs occupying the bottom three places in The Premier League shall, in accordance with The Premier League's Articles of Association, Rules and Regulations, be admitted to membership of The League in accordance with the provisions of the Articles of Association and these Regulations. The two Clubs which finish in the highest positions in The Championship of the League Competition, together with the Club winning The Championship Play-Off of the League Competition in accordance with Regulation 10, in accordance with the provisions of the Articles of Association and these Regulations cease to be members of The League and join The Premier League.

Guidance

In relation to Regulation 7.1 Application for Membership to The League will be made via an online survey. All information relevant to the criteria of the ground is to be submitted as part of the application. This includes information relating to the qualification, admission and membership criteria. A separate request to supply financial information will be made at a later date.

8 Divisional Criteria

8.1 The Clubs have adopted the membership criteria and the timescales for both existing Clubs and those who become members of The League in the future, as set out in Appendix 1 ('**Criteria**'), subject to any dispensations granted by the Board.

8.2 A Club which does not satisfy the appropriate Criteria set out in Part 1 (capacity and seating) by the due date may be expelled from membership of The League. The Board will convene a general meeting within 60 days of the due date and will propose an ordinary resolution for the expulsion of that Club. If the resolution is passed the Club shall cease to be a member of The League on the date specified in the resolution. In either passing or not passing the resolution the Clubs may impose conditions on such Club for continued membership of The League.

8.3 Subject to any dispensations granted by the Board, a Club which does not satisfy the appropriate criteria set out in Part 2 (floodlighting) shall, until such time as the Club is able to satisfy the requirements, have such amounts as the Board shall determine (in its absolute discretion) withheld from that Club's central distributions from the Pool Account until such time as the Club can meet the requirement.

8.4 A Club which does not comply with the appropriate criteria set out in Part 3 (Club and Stadium Facilities) of Appendix 1 shall be guilty of misconduct, subject to the provisions of Regulation 8.5 and any dispensations granted by the Board.

8.5 A Club admitted to The League under Regulation 10.1.3 (Promotion and Relegation between League Two and The National League), notwithstanding the dates set out in the relevant Regulations, shall have until the 30 April following admittance as a Member to comply with the requirements set out in Appendix 1, Part 3, Paragraph 19 (Dressing Rooms); (or demonstrate to The League's satisfaction that it has the ability to comply by the 1 July following the end of that Season).

8.6 A Club admitted to The League under Regulation 10.1.3 (Promotion and Relegation between League Two and The National League) which fails by the 30 April following admittance as a Member to comply with the Admission Criteria (and is unable to demonstrate to The League's satisfaction that it has the ability to comply by the 1 July) set out in Appendix 1 shall automatically forfeit all points earned by that date such that they shall be automatically relegated to The National League at the conclusion of that Season in accordance with Regulation 7.7.

9 Method of Determining League Positions

9.1 At the end of each Season the Club in each Division scoring the highest number of points shall be declared the Champion Club of that Division. Three points shall be awarded for each League match won. One point will be awarded to each Club for a drawn match. If two or more Clubs have scored the same number of points their position in the Division shall be determined on goal difference, that is to say, the difference between the total number of goals scored by and against a Club in League matches in that Season, and the higher or highest placed Club shall be the Club with the highest goal difference. If any two or more Clubs have scored the same number of points and have the same goal difference the higher or highest placed Club shall be the Club having scored the most goals in League matches in that Season.

9.2 If two or more Clubs have the same number of points, goal difference and goals scored the highest placed Club shall be determined by the respective League records against each other, taking into account in order of precedence, points gained, goal difference and goals scored.

9.3 If the above procedures do not separate the Clubs then the highest placed Club shall be determined by reference to the following criteria, in the order prescribed:

9.3.1 number of wins;

9.3.2 goals scored in away games; or

9.3.3 in accordance with the provisions of Regulation 9.4.

9.4 Where two or more Clubs are tied after the procedures set out in Regulations 9.1 to 9.3 inclusive then the highest placed Club shall be the Club which has accumulated the lowest total number of penalty points (as determined in accordance with Regulations 9.5 and 9.6) following the completion of 42 League matches in the relevant Season.

9.5 Each cautionable or sending-off offence committed by a Club's Players in each League match during a playing Season will incur that Club a set number of penalty points in accordance with the following table:

OFFENCE	**PENALTY POINTS INCURRED**
Any cautionable offence	4 penalty points
Denying the opposing team a goal or an obvious goal-scoring opportunity by deliberately handling the ball	10 penalty points
Denying a goal or an obvious goal-scoring opportunity to an opponent whose overall movement is towards the offender's goal by an offence punishable by a free kick	10 penalty points

OFFENCE	PENALTY POINTS INCURRED
Serious foul play	12 penalty points
Spitting at an opponent or any other person	12 penalty points
Violent conduct	12 penalty points
Using offensive, insulting or abusive language and/or gestures	12 penalty points
Receiving a second caution in the same match	10 penalty points

9.6 Where any sending-off offence is subject to a successful claim for wrongful dismissal in accordance with the Disciplinary Regulations of the Football Association, any penalty points that the sending-off offence would otherwise have incurred shall be disregarded for the purposes of calculating a Club's cumulative total of penalty points in accordance with this Regulation.

9.7 Where two or more Clubs are still tied after the procedures set out in Regulations 9.1 to 9.6 inclusive, then the highest placed Club shall be the Club which has accumulated the lowest number of sending off offences which attract 12 penalty points in accordance with the table set out in Regulation 9.5 (subject always to Regulation 9.6).

9.8 If the above procedures do not separate the Clubs, then the Clubs concerned shall play off a deciding League match or matches under arrangements determined by The League. The net gate money, after deducting the usual match expenses and Venue Costs (as defined below) shall be equally divided between the two competing Clubs. The League shall be responsible for the financial arrangements made with the venue staging the match (and any such costs shall be the 'Venue Costs').

Guidance

Play-Off matches as detailed above only take place in practice when directly involving automatic promotion or relegation places. Those involving home or away advantage in the Play-Off Semi Finals may be resolved by alternate methods which are mutually agreed.

9.9 These provisions shall determine the ranking of Clubs in their respective Divisions.

10 Promotion, Relegation and Play-Offs

10.1 The following provisions shall have effect in relation to the admission of new members of The League and promotion, relegation and retirement:

10.1.1 Promotion and relegation between The Premier League and The Championship

(a) At the end of each Season, The League shall accept into membership the three clubs finishing in the lowest three places in The Premier League, in accordance with the Articles of Association, rules and regulations of The Premier League.

(b) At the end of each Season, the two Clubs finishing in the highest positions in The Championship of the League Competition shall be promoted to The Premier League in accordance with the Articles of Association, rules and regulations of The Premier League. The four next highest Clubs in The Championship shall take part in a Play-Off

Competition. The winner of the Play-Off Competition shall also be promoted to The Premier League upon the same terms.

(c) The number of Clubs to be promoted and relegated between The Premier League and The Championship shall be determined by agreement between The Premier League and The Championship.

(d) The two Clubs finishing in the highest positions in The Championship and the winner of The Championship Play-Off Competition shall no later than the 31 May in that Season pay to The League the sum of £165,334 by way of contribution towards the cost of The League making Parachute Payments available to the Clubs relegated from The Championship and League One in any one Season in accordance with Article 42.

(e) For the avoidance of doubt the sums payable under Regulation 10.1.1(d) shall be considered to be sums due to The League for the purposes of Article 47.1.1 and shall not be discharged by reason of the Club ceasing to be a Member of The League by virtue of promotion to The Premier League.

Guidance

The Play-Off Competition in the Championship consists of three games; two semi-finals (played over two legs), with the third placed team playing the sixth placed team and the fourth placed team playing the fifth placed team with the highest placed teams at home in the second leg unless otherwise agreed by the Board. The two winning semi-finalists shall meet in the Championship Play-Off final. The League will confirm all Play-Off fixtures dates.

10.1.2 Promotion and Relegation between The Championship, League One and League Two

(a) At the end of each Season, the two Clubs finishing in the highest positions in League One and the three Clubs finishing in the highest positions in League Two shall be promoted to the next higher Division for the following Season. In addition, the four next highest Clubs in League One will take part in a Play-Off Competition and the four next highest Clubs in League Two will take part in a Play-Off Competition. The respective winners of the two Play-Off Competitions shall play in the next highest Division in the following Season.

(b) At the end of each Season the three Clubs in The Championship finishing lowest and the four Clubs in League One finishing lowest shall be relegated to play in the next lower Division in the following Season.

(c) If there are less than 20 Clubs in The Championship, the number of Clubs to be promoted and relegated between The Championship and League One, shall be determined by agreement between The Championship and League One.

(d) The two Clubs finishing in the highest positions in League One and the winner of the League One Play-Off Competition shall no later than the 31 May in that Season pay to The League the sum of £21,333 by way of contribution towards the cost of The League making Parachute Payments available to the Clubs relegated from League One in any one Season in accordance with Article 42.

(e) For the avoidance of doubt the sums payable under Regulation 10.1.2(d) shall be considered to be sums due to The League for the purposes of Article 47.1.1.

Guidance

'The Play-Off Competition' in League One and League Two consists of five games; two semi-finals (played over two legs) and the final.

League One – third placed team playing the sixth placed team and the fourth placed team playing fifth placed team;

League Two – fourth placed team playing the seventh placed team and the fifth placed team playing sixth placed team;

The highest placed teams in both Leagues will be at home in the second leg unless otherwise agreed by the Board.

The two winning semi-finalists shall meet in the Play-Off final. The League will confirm all Play-Off fixtures dates.

10.1.3 Promotion and Relegation between League Two and The National League

(a) At the end of each Season the Champion club of The National League and The National League Runner Up (be that determined on the basis of National League position alone or by way of Play-Off Competition) shall be eligible to apply for promotion to The League, subject to:

(i) such clubs making application for membership of The League in accordance with Regulation 7 and receiving confirmation from The League (or, if applicable, the League Arbitration Panel) that the Club meets the criteria for promotion as set out in Regulations 7 and 8 and this Regulation 10;

(ii) The National League immediately accepting the retiring Clubs (pursuant to Regulation 7.7) as full members thereof; and

(iii) the format of the Play-Off Competition (if any) operated by The National League having been approved by the Board in writing by the 30 June prior to the Season in which the Play-Off Competition is to take place.

(b) If any of the foregoing conditions are not met by one or both of the clubs eligible to apply for promotion, the number of Clubs required to retire from League Two may, in the Board's absolute discretion, be reduced accordingly and no other Clubs from The National League shall be eligible to join The League for the ensuing Season.

(c) Any Club admitted as a Member of The League in accordance with this Regulation 10.1.3 shall have until the 30 April next following their admittance as a Member Club to ensure that the ground at which they play their home games complies with the Admission Criteria set out at Appendix 1.

10.1.4 Conduct of Play-Off Matches

(a) The Board shall determine and shall, from time to time, be entitled to vary the format, timing and venues of and all other rules and regulations relating to the Play-Off Competitions referred to above save as follows:

(i) For all matches the Home Club will send The League details of its match arrangements and admission prices on the form(s) required by The League;

(ii) The Home Club may not change its normal League admission charges without the written agreement of the Away Club. Any disagreement between the Clubs shall be determined by The League;

(iii) In all Play-Off matches the expenses of the match shall include travelling and/or hotel expenses of Players and Officials of the Away Club. Such expenses shall be limited to those incurred for a party not exceeding twenty four in number. The Away Club shall be entitled to claim standard class railway fares and hotel expenses (at the rate and as determined by The League from time to time, per person per night or a maximum where there is no overnight stay) if incurred. Motor coach hire may be claimed in lieu of railway fares;

(iv) In all Play-Off matches 50% of the net gate receipts shall be paid into the Pool Account referred to in Article 34 of the Articles of Association;

(v) In all Play-Off matches apart from the final Play-Off matches the remaining 50% of the net gate receipts shall also be aggregated, Division by Division, and each Division's aggregated monies shall be shared equally amongst the four Clubs taking part in that Division's play-off matches. Absent any agreement in accordance with Regulation 10.1.5(a), in the final play-off matches the remaining 50% of the net gate receipts shall be divided equally between the two Clubs taking part in each final Play-Off match;

10.1.5 The two Clubs participating in a final Play-Off match:

(a) can agree to adjust the distribution of net gate receipts so as to allocate up to and including 100% of those net gate receipts available to the two Clubs to the losing Club, provided that:

(i) any such agreement must be evidenced in writing; and

(ii) lodged with The League no later than 5pm on the last Normal Working Day prior to the day of the final Play-Off match.

(b) may not make or receive any payment or other benefit (directly or indirectly) to the other Club in relation to the result of the final Play-Off match.

11 Retirement, Cessation of Membership and Admission of New Clubs

11.1 Clubs retiring from The League pursuant to Regulations 10.1.1 and 10.1.3 shall retire with effect from the end of the relevant Season, whereupon new Clubs taking their places shall be admitted and be deemed to have been formally elected as members of The League. With effect from such time any new Club shall become entitled to receive a transfer of and to exercise the rights attaching to such share in The League held by the retiring Club as the Board shall direct and each of the retiring Clubs shall procure that, with effect from such date and until the respective transferee Club has been registered as the holder of its share in the Register of Members of The League, the rights attaching thereto shall be exercised in such manner as such transferee Club shall direct.

11.2 **Cessation of membership**. Following any Club's cessation of membership of The League for any reason (including, without limitation, pursuant to Article 4 of the Articles of Association, Regulation 4.3, or by way of relegation or expulsion for disciplinary or other reasons) (but for the avoidance of doubt other than through promotion or relegation pursuant to Regulation 10):

11.2.1 during any Normal Playing Season:

(a) its playing record shall be expunged;

(b) the number of relegation places from the Division in which it participated for that Season shall be reduced by:

(i) the number of Clubs that have ceased to be members in that Division, and

(ii) the number of Clubs that have ceased to be members in any higher Division (if any); and

(c) the principles of Regulation 11.2.1(b) shall apply in each of the Divisions below that Division.

11.2.2 during the period between the end of the Normal Playing Season and the conclusion of the last Play-Off match for that Season:

(a) its playing record shall not be expunged;

(b) the number of relegation places from the Division in which it participated for that Season shall be reduced by:

(i) the number of Clubs that have ceased to be members in that Division, and

(ii) the number of Clubs that have ceased to be members in any higher Division (if any); and

(c) the principles of Regulation 11.2.2(b) shall apply in each of the Divisions below that Division.

11.2.3 during the period between the conclusion of the last Play-Off match and the start of the following Season:

(a) its playing record for the immediately preceding Season shall not be expunged;

(b) the Division in which it would have played in the next following Season shall operate with a reduced number of Clubs; and

(c) the number of relegation places from the Division in which the Club would have played in the following Season but for its cessation of membership shall be reduced by:

(i) the number of Clubs that have ceased to be members in that Division, and

(ii) the number of Clubs ceasing to be members in any higher Division (if any); and

(d) the principles of Regulation 11.2.2(b) shall apply in each of the Divisions below that Division.

11.3 Where the number of Clubs ceasing to be members is three or more, the number of Clubs will still reduce below 72 even after the application of Regulation 11.2. If that scenario occurs the Board shall be empowered to admit further clubs as new members up to a maximum number of 72 Clubs. Such new members shall only be admitted prior to the beginning of a Season, and shall play in League Two in their first Season.

Guidance

Clubs have determined that movement of Clubs between divisions should be based on sporting merit, and on that basis The League would not normally issue open invitations to any club to apply for membership of The League, and would instead seek to admit new members via over-promotion from the National League. However, the Board reserves the right to do so should it determine that is appropriate having regards to all of the circumstances.

11.4 Where any reduction in the number of Clubs results in the Championship and/or League One consisting of less than 24 Clubs in any following Season(s) then unless Regulation 10.1.2(c) applies, the Board shall

be empowered to determine in its absolute discretion the process(es) by which those Divisions should return to having 24 Clubs, and the time period for such process(es).

Guidance

Clubs have determined that movement of Clubs between divisions should be based on sporting merit. The principle of reprieving from relegation has already been determined, and is set out in Regulation 11.2. However, circumstances may arise whereby that process alone is insufficient to implement the provisions of Regulation 5.2, i.e. the Championship or League One should have 24 Clubs (albeit it would take the loss of four clubs from Championship / five from League One for this situation to arise). If that situation occurs, the Board would look at promotion of additional Clubs as well. Precisely which Clubs to be promoted cannot be determined in advance as much will depend on timing of expulsion. For example, where it becomes clear during the Normal Playing Season that this situation will arise, the number of automatic promotion places can be increased for that Season, with an appropriate adjustment made for Play-Off qualification. If it occurs later than that, the Board would need to consider a number of factors including the format of the Play-Off semi-finals, final league position and progress in any Play-Off matches up until that point, all with a view to ensuring that any Play-Off final does not become a 'non-event'. The process may take more than one Season and the board will consult with Clubs as part of any such process.

11.5 **Admission of new Clubs**. For so long as the number of Clubs in The League shall be 72 or more no new club shall be admitted as a member of The League to replace a Club ceasing to be a member.

11.6 In the event of the number of Clubs falling to below 72:

11.6.1 as a result of Club(s) cessation of membership pursuant to Regulation 11.2, Regulation 11.3 shall apply; or

11.6.2 as a result of the operation of Premier League Rule C.15:

(a) the number of relegation places from the Championship shall be reduced by such number as is necessary to restore the Championship to 24 Clubs;

(b) the principles of Regulation 11.6.2(a) shall apply in League One;

(c) the number of relegation places from League Two shall not (unless the Board determines otherwise in its absolute discretion) be reduced and the Board may on such terms and conditions as it may think fit, admit any Association Football club as a member(s) to League 2 to restore the number of Clubs in the League to 72.

Guidance

Regulation 11.2 will only apply where it is a Club that loses membership, so a specific provision is also required should any Premier League Club(s) lose membership of that competition, as the PL will also then reprieve from relegation under its rule C.15, but three Clubs would still be promoted from the Championship. Regulation 11.6.2 will operate to restore the Championship and League One to 24 Clubs. However it may be the case that under FA Rules The League could be asked to accommodate any former Premier League Club(s) in League Two. In those circumstances one or more League Two Clubs may still need to be relegated if we are to create a vacancy, as there would be no opportunity to otherwise increase membership above 72.

12 Sporting Sanctions

Introduction

The following Regulation provides for how sporting sanctions will be applied to a Club when the Club, or any Group Undertaking, becomes subject to or suffers an Event of Insolvency, and also makes

provision for an appeals mechanism, but only on the grounds of 'Force Majeure'. The purpose of the Regulation is to provide a strong deterrent against conduct that creates a risk of an Event of Insolvency (because of the significant harm that such events cause to The League, the League Competition, all Member Clubs, the Club itself and wider stakeholders in the local community) and to redress the competitive advantage that a Club obtains by fielding Players that it cannot afford over other Clubs that live within their means. The Regulation is to be interpreted and applied in a manner that furthers this purpose.

12.1 Any Club shall promptly notify The League once it becomes aware that the Club is in receipt of formal notice that, or it is itself otherwise considering, taking or suffering any Event of Insolvency. The Club and any proposed Officeholder in any potential Event of Insolvency shall be required to meet with The League at such place and time as The League requires.

Guidance

The purpose of meeting is to help understand the reasons for the potential Event of Insolvency, understand potential funding requirements, likely period of Event of Insolvency, creditor position and potential exit strategies. That information is necessary to help enable the Board to properly consider whether it is appropriate to suspend any Notice of Withdrawal of Membership, in accordance with the terms of The League's Insolvency Policy (as updated from time to time).

12.2 If any Club becomes subject to or suffers an Event of Insolvency, that Club shall be deducted 12 points either scored or to be scored in the League Competition (as determined in accordance with Regulations 12.4 to 12.9).

12.3 If a Group Undertaking of a Club becomes subject to or suffers an Event of Insolvency, the Board shall have the power to impose upon the Club a deduction of 12 points either scored or to be scored in the League Competition (as determined in accordance with Regulations 12.4 to 12.9). In exercising this power the Board shall have regard to all the circumstances of the case and to:

12.3.1 such of the provisions of the Insolvency Act, the Competition Act 1998 and the Enterprise Act 2002 as are relevant and then in force;

12.3.2 the need to protect the integrity and continuity of the League Competition;

12.3.3 the reputation of The League and the need to promote the game of association football generally; and

12.3.4 the relationship between the Club and the Group Undertaking.

12.4 Subject to the provisions of Regulation 12.5 below, where the Club becomes subject to or suffers an Event of Insolvency, or the Board impose a deduction in accordance with Regulation 12.3:

12.4.1 during the Normal Playing Season but prior to 5.00pm on the fourth Thursday in March, the points deduction shall apply immediately;

12.4.2 during the Normal Playing Season but after 5.00pm on the fourth Thursday in March, Regulation 12.5 shall apply; and

12.4.3 outside the Normal Playing Season, the points deduction shall apply in respect of the following Season such that the Club starts that Season on minus 12 points (including in the National League if appropriate).

12.5 Where the circumstances set out in Regulation 12.4.2 apply and at the end of that Season, having regard to the number of championship points awarded (ignoring any potential deduction):

12.5.1 the Club would be relegated in accordance with Regulation 10.1.2(b) or 7.7, the points deduction will apply in the next following Season (including in the National League if appropriate); or

12.5.2 the Club would not be relegated as aforesaid, the points deduction will apply in that Season and Regulation 10.1.2(b) or 7.7 will then apply (if appropriate) following imposition of the points deduction.

12.6 For the avoidance of doubt, where a Club and/or Group Undertaking is subject to more than one of the procedures in Regulation 12.1 above during a process of compromising creditors (for example Administration followed by a Company Voluntary Arrangement), the Club shall only be deducted one set of 12 points, such deduction to apply with effect from the first Event of Insolvency.

12.7 If:

12.7.1 any club relegated to The League from The Premier League (in accordance with the rules of The Premier League) (a '**Relegated Club**') whilst it was a member of The Premier League became subject to or suffered an Event of Insolvency at any time following the end of the season (as defined in the rules of The Premier League) but before the Relegated Club becomes a member of The League, then that Relegated Club, upon being accepted as a member of The League in accordance with Regulations 7.8 and 10.1 shall suffer a deduction of 12 points in the League Competition, such points deduction to apply in respect of the following Season such that the Club starts that Season in The Championship on minus 12 points;

12.7.2 any Group Undertaking of a Relegated Club, whilst the Relegated Club was a member of The Premier League, became subject to or suffered an Event of Insolvency at any time following the end of the season (season being as defined in the rules of The Premier League) but before the Relegated Club becomes a member of The League, then the Board shall have the power to impose upon that Relegated Club, upon being accepted as a member of The League in accordance with Regulations 7.8 and 10.1, a deduction of 12 points in the League Competition. In exercising this power the Board shall have regard to all the circumstances of the case and the matters set out in Regulation 12.3. Where the Board impose a deduction in accordance with this Regulation, the Relegated Club shall suffer a deduction of 12 points in the League Competition, such points deduction to apply in respect of the following Season such that the Club starts that Season in The Championship on minus 12 points.

12.8 If:

12.8.1 any club promoted to The League from the National League (in accordance with the rules of the National League and these Regulations) (a 'Former NL Club') became subject to or suffered an Event of Insolvency whilst it was a member of the National League and the circumstances set out in rule 14A.2.3 of the rules of the National League apply then that Former NL Club, on becoming a Club, shall suffer a deduction of 12 points in respect of that Club's first Season in The League such that the Club starts the Season in League Two on minus 12 points;

12.8.2 any Group Undertaking of a Former NL Club, whilst the Former NL Club was a member of The National League, became subject to or suffered an Event of Insolvency whilst it was a member of the National League and the circumstances set out in rule 14A.2.3 of the rules of the National League apply, but before the Former NL Club becomes a member of The League, then the Board shall have the power to impose upon that Former NL Club, upon being accepted as a member of The League in accordance with Regulations 7.8 and 10.1, a deduction of 12 points scored or to be scored in the League Competition. In exercising this power the Board shall have regard to all the circumstances of the case and the matters set out in Regulation 12.3. Where the Board imposes a deduction in accordance with this Regulation, the Former NL Club shall suffer a deduction of 12 points in the League Competition in respect of that Club's first Season in The League such that the Club starts the Season in League Two on minus 12 points.

12.9 For the purpose of this Regulation 12:

12.9.1 where an Event of Insolvency is taken or suffered other than on a Business Day (as defined by the Insolvency Rules 1986 as amended from time to time) then for the purposes of determining the timing of any points deduction only the Event of Insolvency will be deemed to have occurred on the immediately preceding Business Day; and

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

12.10 The League shall serve the Club with written notice of the points deduction (the '**Notice**'). Article 49 shall apply as to the timing of receipt of such Notice.

12.11 A Club may appeal:

12.11.1 against an automatic deduction of points imposed pursuant to Regulations 12.1, 12.7 or 12.8 (respectively) where a Club, Premier League club or National League Club suffers an Event of Insolvency; and/or

12.11.2 against a points deduction imposed by the Board pursuant to Regulation 12.3 where a Group Undertaking suffers an Event of Insolvency,

(each a '**Sporting Sanction**') but only on the grounds set out in Regulation 12.12 (a '**Sporting Sanctions Appeal**').

12.12 To prevail on a Sporting Sanction Appeal, the Club must prove to the satisfaction of a League Arbitration Panel, on the balance of probabilities, that:

12.12.1 the dominant and effective cause of the Event of Insolvency was a loss of material Club Income; and

12.12.2 that loss of Club Income was caused by and resulted directly from a Force Majeure event; and

12.12.3 the Club and its Officials could not have avoided the Event of Insolvency by cutting costs or other measures within their control.

12.13 For purposes of Regulation 12.12:

12.13.1 '**Club Income**' means income arising from the Club's trading activities, such as gate receipts and other match-day income, amounts receivable from other Clubs (e.g. pursuant to contracts for the sale of player registrations), amounts receivable pursuant to sponsorship agreements or other commercial contracts, and amounts that The League had previously said would be receivable from the Pool Account. '**Club Income**' does not include:

(a) any income not received due to the non-renewal upon expiry of a sponsorship agreement or other commercial contract; or

(b) any income received either directly or indirectly (including but not limited to income by way of sponsorship agreement or other commercial contract) from an Associated Party of the Person who has Control of the Club; or

(c) funding committed or expected to be committed to the Club by any Person who has Control of the Club (whether by way of injections of capital, loans, donations, gifts, or otherwise).

12.13.2 a '**Force Majeure event**' means an event that:

(a) is not a normal business risk;

(b) is not foreseeable;

(c) is not something over which the Club and/or Group Undertaking (as applicable) could reasonably be expected to have any control; and

(d) could not have been avoided by its Officials acting with due diligence.

12.14 Any Sporting Sanctions Appeal must be in writing and be received by The League at its registered office no later than ten Normal Working Days after The League serves the Notice. Instead of a Notice of Arbitration, the Sporting Sanctions Appeal must contain a statement setting out all of the facts on which the appeal is based and must be accompanied by copies of any lay or expert witness evidence and/or documentation upon which the Club wishes to rely in support of the appeal.

12.15 The Club must also lodge with The League, at the same time as the Sporting Sanctions Appeal, a deposit of:

12.15.1 £50,000 for a Club in the Championship division;

12.15.2 £20,000 for a Club League One; and

12.15.3 £10,000 for a Club League Two,

in respect of the costs of the appeal.

Guidance

Where the Club has an immediate cash shortfall meaning that it is unable to pay the deposit, the administrators may apply to The League to deduct the deposit from the Club's Basic Award as a cost of the administration.

12.16 Upon receipt of the Sporting Sanctions Appeal The League shall:

12.16.1 refer the matter to the League Arbitration Panel in accordance with the provisions of Section 9 of these Regulations, supplemented by the provisions of this Regulation 12, and in the event of any conflict between Section 9 and this Regulation, this Regulation shall prevail; and

12.16.2 if so advised, instruct a firm of independent accountants to carry out a review of the activities of the Club and/or any Group Undertaking for the purposes of preparing an independent report into the circumstances surrounding and leading up to the relevant Event of Insolvency. The Club shall meet the costs of preparation of that report in any event. The report shall be provided to the Club, the League Arbitration Panel and The League and the League Arbitration Panel shall take its contents into account in determining whether the Club met its burden under Regulation 12.12.

12.17 Unless otherwise agreed by the parties or so ordered by the League Arbitration Panel, the League Arbitration Panel shall hear any Sporting Sanctions Appeal within 21 days of the filing the appeal and shall issue its decision as soon as possible thereafter.

12.18 If (and only if) the Club meets its burden of proof under Regulation 12.12, the League Arbitration Panel shall have the power to:

12.18.1 confirm the deduction of 12 points; or

12.18.2 set aside the deduction of 12 points and substitute a deduction of such lower number of points as it shall deem appropriate; or

12.18.3 order that there shall be no sanction at all.

12.19 If the League Arbitration Panel decides that the Sporting Sanction Appeal had no real prospect of success, it shall have the power to increase the number of points deducted up to a maximum of 15 points.

12.20 Any costs incurred by The League in connection with the Sporting Sanction Appeal shall be met by the Club on an indemnity basis in any event and shall be considered as a sum due to The League for the purposes of Article 47.

SECTION 4 CLUBS

13 **Registration of Ground**

13.1 The dimension of the field of play for all League organised matches shall be as follows:

Maximum length	120 yards	110 metres
Minimum length	110 yards	100 metres
Maximum width	80 yards	75 metres
Minimum width	70 yards	64 metres

13.2 Clubs must register their pitch dimensions with The League prior to the start of each Season. It will be misconduct on the part of a Club to alter its pitch dimensions during a Season without the prior written consent of The League, which consent will only be given in exceptional circumstances. The League may at any time require a Club to submit a report from a qualified independent source certifying the pitch dimensions.

13.3 Ground sharing will only be approved at the discretion of the Board. The Board will ordinarily withhold approval in circumstances where the proposed ground share arrangement would result in the Club sharing occupation of the playing surface with more than one other individual team from another sport (by way of example, a Club sharing with one Rugby League team will be acceptable, but a Club seeking to share with a Rugby Union team and a Rugby League team, or two Rugby Union teams, will not).

13.4 Except in cases where a Club seeks consent to enter into a ground-sharing agreement with another Club, it shall be a condition of any such consent that the ground-sharing agreement shall contain provision to ensure that:

13.4.1 the playing of any of the Club's first team matches will always take precedence over the activities of the other party to the agreement;

13.4.2 the Club shall have the ability to postpone other activities scheduled to take place on the pitch in the immediately preceding 48 hour period where in the opinion of the Club, acting reasonably, there is a risk that such activity may result in the subsequent postponement or abandonment of a match to be played under the auspices of The League; and

13.4.3 where a sport other than football will be played on the pitch the playing surface shall be a hybrid (i.e. Desso or equivalent) construction, the specification of which shall be subject to the prior approval of the League. For the avoidance of doubt, the requirements of this Regulation 13.4.3 will apply to all existing ground share agreements with effect from 1 July 2019.

Guidance

Clubs must have primacy of fixture and show they have the ability to postpone any activity scheduled to take place on the pitch in the 48 hours preceding a scheduled match.

13.5 Each Club shall register its ground with The League and no Club shall move to another ground (whether on a temporary or a permanent basis) without first obtaining the written consent of the Board, such consent not to be unreasonably withheld and the Board shall be entitled, if granting consent, to impose such conditions as it deems appropriate in all the circumstances.

13.6 In considering whether to give any consent to a permanent relocation, the Board shall have regard to all the circumstances of the case (including, but not limited to the factors set out in this Regulation 13.6) and shall not grant consent unless it is reasonably satisfied that such consent:

13.6.1 would be consistent with the objects of The League as set out in the Memorandum of Association;

13.6.2 would be appropriate having in mind the relationship (if any) between the locality with which by its name or otherwise the applicant Club is traditionally associated and that in which such Club proposes to establish its ground;

13.6.3 would not to any material extent adversely affect such Club's Officials, Players, supporters, shareholders, sponsors and others having an interest in its activities;

13.6.4 would not have a material adverse effect on visiting Clubs;

13.6.5 would not to any material extent adversely affect Clubs having their registered grounds in the immediate vicinity of the proposed location; and

13.6.6 would enhance the reputation of The League and promote the game of association football generally.

13.7 The Club must disclose, as soon as practicable, plans and details of any proposed future move to a new stadium.

13.8 From the commencement of the 2025/2026 Season this Regulation 13.8 shall replace former Regulation 13.8. A Club shall either own its ground or have a legally enforceable agreement with its ground's owner for its use by the Club, expiring not earlier than 10 years from the start of each Season. Failure to remedy a breach of this Regulation 13.8 within 7 Normal Working Days of the start of each Season will result in:

13.8.1 subject to Regulation 13.9, a fine of £2,500 for League Two Clubs, £5,000 for League One Clubs and £10,000 for Championship Clubs for the first Season in breach of this Regulation 13.8; and

13.8.2 a fine double that of the previous Season for each consecutive and subsequent breach of Regulation 13.8. Where any Club allows a lease to expire without having been renewed or replaced then The League may propose a resolution pursuant to Regulation 4.3 to expel the Club from membership of the League.

13.9 The League shall have the power to disapply the application of Regulation 13.8.1 in circumstances where The League is provided with evidence to its reasonable satisfaction that:

13.9.1 a Club has plans to relocate to another ground;

13.9.2 that other ground meets with the approval of The League under Regulation 13.5; and

13.9.3 the Club can demonstrate (by way of example, works have commenced and are progressing) that it will relocate to the new ground prior to the expiry of the contracted period of occupation at its current ground.

13.10 Each Club shall, provide The League with full copies of such documentation as The League may reasonably require to demonstrate the Club's ability to play fixtures at its ground. By way of example, and without limitation, this may include copies of HM Land Registry entries, copy leases, any licence to occupy and any sub-leases or licence relating thereto. The League shall maintain a register of Clubs and the basis upon which that Club occupies its ground.

13.11 Without prejudice to the provisions of Regulation 13.5, a Club shall forthwith notify The League of any proposed change in its circumstances relating to the occupation of its ground. By way of example, and without limitation, a proposed change may include a sale of any freehold interest (with or without subsequent leaseback) or any surrender or variation of a lease or licence.

Guidance

The Club must have a security of tenure lasting beyond the end of the current season, the League will request at the beginning of each season that each applicable club provide evidence (by way of a copy of a ground share agreement and lease) that they comply with these Regulations.

13.12 Each Club must disclose to the League as soon as possible any proposed stadium relocation and any stadium relocation will be considered in accordance with the criteria set out in Regulation 13.6.

13.13 Each Club shall ensure, or shall procure, that its home ground is insured against damage or destruction by such insured risks as are required by the League from time to time with a reputable insurer (regulated under the Financial Services and Markets Act 2000) for the full cost of repairing, rebuilding and reinstating the ground (including all stands) and for these purposes this includes VAT, professional fees (for example architects, surveyors, engineers and solicitors) and any fees payable on any applications for planning permission or other permits or consents which may be required in relation to site preparation, repairing, rebuilding or reinstating the stadium. A Club shall provide The League with full copies of such documentation as The League may reasonably require regarding such insurance policy(ies). Any Club in default of this obligation may have such amounts as the Board shall determine withheld from the Club's central distributions from the Pool Account until such time as the insurance is in place.

Guidance

Clubs are advised that the League considers the 'insured risks' it would expect to be automatically covered under any policy are: fire, lightning, explosion, impact, earthquake, storm, tempest, flood, bursting or overflowing of water tanks or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, aircraft and aerial devices and articles dropped accidentally from them, but may also stipulate other risks against which Clubs may reasonably insure, for example, terrorism.

14 Covered Stadia

14.1 No League match shall take place at any stadium covered or partially covered without the prior written consent of The League after full consultation with all Clubs.

14.2 Any Club proposing to cover or partially cover its stadium shall be required to submit outline plans and the copy of the planning application prior to such planning application being submitted to the appropriate statutory authority.

15 Synthetic or Artificial Grass Surfaces

15.1 No League matches shall be played on an Artificial Surface.

15.2 Where an Applicant Club (as defined in Regulation 7.1) has a pitch constructed from an Artificial Surface, that Club must ensure that the Artificial Surface is removed and will be replaced by a grass pitch prior to the date on which the Board considers the application for the transfer of membership from the relegated Club to the Applicant Club (as determined in accordance with the Articles of Association).

Guidance

Any Club promoted from the National League must ensure that any Artificial Surface is removed and replaced by a grass pitch prior to their first game in the League – see Regulation 7.1.5. The date on which the Board will consider the application for transfer of membership is likely to be the day prior to the AGM by which time a Club must have started the removal process.

16 **Clubs' Financial Records**

16.1 All Clubs shall keep their financial records in accordance with the provisions of these Regulations and The Football Association Rules. The League may arrange for an inspection of all such financial records.

16.2 Each Club shall submit a copy of its Annual Accounts in respect of its most recent completed Accounting Reference Period to The League by no later than:

16.2.1 in the case of a Championship Club, 31 December; or

16.2.2 in case of League One and League Two Clubs, the earlier of:

(a) the date on which the Club is required to file its accounts at Companies House; or

(b) 31 March,

following the end of the Accounting Reference Period to which those Annual Accounts relate.

Guidance

For the avoidance of doubt, the filing obligation for a Championship Club in this Regulation 16.2 includes all Clubs competing in the Championship as at the date on which the obligation to submit the Annual Accounts arises (i.e. to include those Clubs promoted from League One in the prior Season). The obligation on Promoted Championship Clubs to file Annual Accounts is covered in Appendix 5 Rule 2.4.

16.3 Each Club shall submit its Annual Accounts (and those of any Group of which it is a member) to the Registrar of Companies (appointed in accordance with section 1060 of the 2006 Act) in accordance with the time limits prescribed by the 2006 Act.

16.4 Each Club shall publish its Annual Accounts on its website by the date by which they are required to be submitted to the registrar of companies (appointed in accordance with section 1060 of the 2006 Act) in accordance with the time limits prescribed by the 2006 Act.

16.5 Where a Club relies on any statutory and/or regulatory exemptions such that the Annual Accounts are either abbreviated in nature or unaudited the Club shall within 14 days of any request provide to The League such additional information as The League deems appropriate. Any information request will ordinarily be limited to information that would be disclosed if the Club was required to prepare annual accounts under the provisions of Section 396 of the 2006 Act and The Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008 (as may be amended or replaced from time to time) other than the requirement to have an audit report prepared.

16.6 Where:

16.6.1 a Club has failed to submit to The League the Annual Accounts as required by Regulation 16.2;

16.6.2 a Club has failed to submit the Annual Accounts to the Registrar of Companies in accordance with Regulation 16.3;

16.6.3 a Club has failed to submit to The League Annual Accounts for the Group where requested by The League in accordance with Regulation 16.3;

16.6.4 a Club has failed to submit to The League any additional information as required by Regulation 16.4; and/or

16.6.5 the Club has failed to publish its Annual Accounts on its website pursuant to Regulation 16.4.

the Club shall be guilty of misconduct. Further, The League shall have the powers set out in Regulation 16.7.

16.7 The powers referred to in Regulation 16.6 are:

16.7.1 to require the Club to provide such further information as The League shall determine and for such period as it shall determine; and

16.7.2 to subject the Club to a registration embargo such that it shall not be permitted to register any Player with that Club without the prior written consent of The League until such time as the breach identified by Regulation 16.6 has been rectified in its entirety to The League's satisfaction.

16.8 The Annual Accounts for a Championship Club must, in addition to the requirements set out in the definition provided at Regulation 1.1:

16.8.1 be accompanied by an auditor's report and a Directors' report;

16.8.2 include separate disclosure within the balance sheet or notes to the Annual Accounts, or by way of supplementary information separately reported on by its auditor by way of procedures specified by The League, of the total sums payable and receivable in respect of Transfer Fees, Compensation Fees, Loan Fees and any subsequent payments which become due under the terms of any transfer; and

16.8.3 include a breakdown within the profit and loss account or the notes to the accounts, or by way of supplementary information separately reported on by its auditor by way of procedures specified by The League, of revenue in appropriate categories such as gate receipts, sponsorship and advertising, broadcasting rights, commercial income and other income.

16.9 All loans extended to a Club should be documented and copies of the documentation retained by the Club. The loan document must include the following information:

16.9.1 the value of the loan;

16.9.2 the length of the loan;

16.9.3 the interest rate charged whether this is fixed or variable;

16.9.4 repayment terms;

16.9.5 the full names of the individual or corporate body extending the loan; and

16.9.6 the terms in the event of a default of the loan.

and the document should be signed by two Directors of the Club who are independent of the party extending the loan. In the event that there are not two Directors of the Club who are independent of the party extending the loan, the document should be executed in accordance with all applicable laws and acknowledged by two Officials who are independent of the party extending the loan.

16.10 All loan documentation for all loans shall be made available to The League within 7 days of a request. Failure to do so will result in The League having the powers set out in Regulation 16.21.

16.11 If the Annual Accounts submitted pursuant to Regulation 16.2:

16.11.1 include an auditor's report, and that auditor's report contains a qualified audit opinion; or

16.11.2 were not required to, and did not, include an auditor's report, and The League considers that the accounts would if audited contain a qualified audit opinion,

the Club shall at The League's request submit such further documentary evidence as The League shall require (including but not limited to Future Financial Information). The League shall have the power (but not the obligation) to commission an external audit for purposes of assisting in its assessment under Regulation 16.11.2.

Interim Accounts – Championship Clubs only

16.12 If the Annual Accounts of a Championship Club (or, if applicable, the Group) submitted pursuant to Regulation 16.2 (and 1.1 as applicable) are prepared to a date prior to 30 November in the Season of submission, such Club or Group shall by the following 31 March submit to The League interim accounts covering the period commencing from its accounting reference date and ending on a date between the following 30 November and 1 March.

Guidance

The obligation to file interim accounts is limited to Championship Clubs only.

16.13 The interim accounts shall:

16.13.1 comprise a balance sheet, a profit and loss account, a cash flow statement and relevant explanatory notes;

16.13.2 be prepared in accordance with the accounting principles adopted in the preparation of the Championship Club's Annual Accounts;

16.13.3 be presented in a similar format to the Annual Accounts including as regards the matters set out in Regulation 16.8;

16.13.4 include in the profit and loss account and cashflow statement comparative figures for the same period in the preceding year;

16.13.5 include a balance sheet as of the end of the preceding financial year;

16.13.6 be approved in writing by the board of directors of the company to which they relate; and

16.13.7 be reviewed by the Club's auditor or audited in accordance with applicable regulatory requirements.

16.14 Regulation 16.9 shall apply to the interim accounts (with appropriate modification) if the auditor has issued anything other than an unqualified opinion without modification on them.

16.15 Each Club must by 7 April in each Season provide evidence to The League to confirm that, subject to Regulation 16.16.2:

16.15.1 it has satisfied all Transfer Fee, Compensation Fee, Loan Fee or subsequent payments which had by the 31 December (Relevant Date) become due under the terms of any transfer; and

16.15.2 it had as at the Relevant Date paid all sums due and payable to or in respect of an employee employed during the relevant calendar year (including national insurance contributions and income tax deducted under the 'pay as you earn' system).

16.16 For the purpose of Regulation 16.15:

16.16.1 '**employee**' means any of the following:

(a) a Player;

(b) the Manager;

(c) the Official responsible for running the daily business of the Club with the support of a sufficient number of administrative staff in suitable and appropriately equipped offices, who can be contacted during normal office hours;

(d) the Official who shall hold a nationally recognised qualification as an accountant or auditor, or who has sufficient experience to demonstrate their competence as such, who shall be responsible for the Club's finances;

(e) the press or media officer (holding a nationally recognised qualification in journalism or who has sufficient experience to demonstrate their competence as a press or media officer);

(f) the Academy Manager (appointed in accordance with Youth Development Rule 63);

(g) the Team Doctor (appointed in accordance with Regulation 36.3);

(h) the Senior Therapist (appointed in accordance with Regulation 36.4); and

(i) the Club's safety officer;

16.16.2 an amount overdue as at the Relevant Date shall not be treated as such if by the following 31 March it has been paid or the date for payment has been extended by means of a written agreement with the creditor or it is the subject of current litigation or arbitration proceedings or has been submitted to a dispute resolution procedure of The League, the Football Association, the Premier League, UEFA or FIFA.

Future Financial Information

16.17 By 31 March (all Championship Clubs) and 31 May (League One and League Two Clubs, together with any Championship Club which has had relegation to League One confirmed between 31 March and 31 May), in each Season, each Club shall submit to The League in respect of itself (or if the Club considers it appropriate or The League so requests in respect of the Group of which it is a member) future financial information ('**Future Financial Information**') comprising:

16.17.1 projected profit and loss accounts, cash flow, balance sheets and relevant explanatory notes commencing from its accounting reference date or, if it has submitted interim accounts pursuant to Regulation 16.12, from the date to which those interim accounts were prepared and expiring on the next accounting reference date after the end of the following Season. The projected profit and loss accounts, cash flow and balance sheets shall be prepared at a maximum aggregation of quarterly intervals;

Guidance

Forecasts should ideally be prepared on a month by month basis. Whilst Clubs can submit quarterly forecasts, The League may require more detailed monthly forecast where it is unable to prepare an accurate assessment of cash requirements in any particular quarter.

For the avoidance of doubt, where a Championship Club has submitted its Future Financial Information to The League by 31 March but later has its relegation to League One confirmed at any time prior to 31 May, such Club will need to submit to The League revised Future Financial Information in accordance with Regulation 16.17 and all other applicable Regulations.

16.17.2 full details of any and all loans extended to the Club, to include as a minimum those matters listed in Football Association Rule I.1.6; and

16.17.3 the projected share capital and net debt position prepared at quarterly intervals. For the purposes of this Regulation, net debt is defined as cash in bank net of:

(a) bank overdrafts and loans;

(b) other loan funding, whether provided by third parties or not;

(c) redeemable preference shares;

(d) deferred grant incentives; and

(e) any other amounts that could reasonably be construed as debt funding.

Guidance

FA Rules already require Clubs to have documented all loans extended to the Club, and to retain copies thereof. The reporting under this regulation is intended to follow on from that obligation and provide The League with an accurate assessment of current / future liabilities as they may fall due.

16.18 Any Club relegated into the National League at the end of a Season in accordance with the provisions of Regulation 7.7 shall continue to comply with the requirements of Regulation **Error! Reference source not found.** and Regulation 17.11 for two Seasons following relegation.

Guidance

The League has to determine whether it should grant parachute payments to Clubs relegated from The League. Further, those Clubs may also be in receipt of funding from the Professional Game Youth Fund. Accordingly, it is imperative that The League continues to have visibility on the Club's financial position, to enable The League to determine whether it is appropriate to make a parachute payment, as well as enabling The League to apply relevant provisions in its Articles of Association and/or Regulations (for example deduction from pool account distributions in favour of Football Creditors). Where any relegated club is in default of the continuing reporting obligations The League reserves the right to suspend payments.

16.19 The Future Financial Information shall:

16.19.1 be prepared in accordance with the accounting principles adopted in the preparation of the Club's annual accounts (except where the accounting principles and policies are to be changed in the subsequent annual accounts, in which case the new accounting principles and policies should be followed);

16.19.2 be approved in writing by the board of directors of the company to which they relate;

16.19.3 include in the explanatory notes thereto principal assumptions and risks; and

16.19.4 include for comparison profit and loss accounts for the period covered by the Annual Accounts and interim accounts submitted pursuant to Regulations 16.2 and 16.12, a forecast for the current financial year and a balance sheet as at the date of the interim accounts submitted pursuant to Regulation 16.12.

16.20 Each Club relegated or promoted into the League shall by 30 June in the year of its promotion or relegation submit to The League:

16.20.1 copies of the documents and other information that it would have been required to submit to The League pursuant to Regulations 16.2, 16.12 and 16.15 in that calendar year had it then been a Club;

16.20.2 Future Financial Information: (i) if the Club's Annual Accounts are prepared for a 12-month period ending on or after 30 June, the Future Financial Information must relate to the current ongoing Accounting Reference Period and the next Accounting Reference Period; or (ii) if the Club's Annual Accounts are prepared for a 12-month period ending before 30 June, the Future Financial Information must relate to the current ongoing Accounting Reference Period only; and

16.20.3 any further documentary evidence required pursuant to Regulations 16.9 and 16.14; and

16.20.4 the documents and information required to be submitted by Appendix 5 Rule 2.2.

16.21 The League shall have the powers set out in Regulation 16.22 if:

16.21.1 the Club has failed to submit to The League and/or Registrar of Companies, annual accounts as required by Regulation 16.2 and 16.3;

16.21.2 the Club has failed to submit to The League interim accounts as required by Regulation 16.12;

16.21.3 the Club has failed to submit to The League the Future Financial Information as required by Regulation 16.17;

16.21.4 The League has asked the Club to submit further documentary evidence pursuant to Regulation 16.9 or Regulation 16.14 and the Club has failed to do so;

16.21.5 the Club has failed to provide the evidence set out in Regulation 16.15 or The League is satisfied that (subject to Regulation 16.16) sums of the kind set out in Regulation 16.15 were overdue as at the preceding Relevant Date;

16.21.6 the auditor's report on the Annual Accounts of the Club (if any), and/or the interim accounts of a Championship Club (or in either case the Group) submitted pursuant to Regulation 16.2 (and Regulation 1.1 as applicable) and Regulation 16.12 respectively contains a qualified audit opinion;

16.21.7 a newly promoted or relegated Club has failed to submit to The League the financial information as required by Regulation 16.20; or

16.21.8 as a result of its review of all the documents and information submitted by the Club pursuant to Regulations 16.2 to 16.20, and having taken into account any failure of the Club to supply any such documents or information, in its reasonable opinion it determines that the Club will not over the course of the following Season be able to:

(a) pay its liabilities to the creditors listed in Article 47.1 of The League's Articles of Association and to any foreign Transferor Club (in so far as they are or will become creditors of the Club) and to its employees as they fall due; or

(b) fulfil its obligations to play fixtures under the jurisdiction of The League; or

(c) be able to provide such rights, facilities and services as are required to enable The League to fulfil its commercial and broadcasting contracts; or

(d) discharge all other financial obligations that the Club has without having to rely on equity, loan, donation or other non-trading income or injections.

Guidance

At the request of Clubs the Board withdrew the proposal to require any Club reliant on equity, loan, donation or other non-trading income to provide Secure Funding (applicably to Championship Clubs incurring losses in excess of the Lower Loss Threshold) on an annual basis.

The Board has confirmed that where Clubs have been and will continue to be reliant on provision of equity, loan, donation or other non-trading income from an existing ultimate controlling party(ies), that will not itself give rise to an embargo in accordance with Regulation 16.22.3 or the imposition of business plan requirements in accordance with Regulation 16.22.1.

The League's approach will be to require the Club to submit a business plan along with evidence of historic owner injections and evidence of sufficiency of funds to support the business plan submitted.

If the information submitted by the Club (either initially or in response to a request under Regulation 16.22.2) raises doubts as to the availability or suitability of additional funding (for example, and without limitation, failure to honour prior commitments) then The League reserves the right to seek further information, impose business plan requirements and/or exercise the power to refuse any application to register players. Any decision of The League to exercise powers under Regulation 16.22 will constitute a decision of the League and will be challengeable with the principles set out in Regulation 96.2.1 (Board Disputes).

16.22 The powers referred to in Regulation 16.21 are:

16.22.1 to require the Club to submit, agree and adhere to a budget which shall include, but not be limited to, Transfer Fees, Compensation Fees, Loan Fees or subsequent payments which become due under the terms of any transfer, Players' remuneration and fees payable to any Intermediary;

16.22.2 to require the Club to provide such further information as The League shall determine and for such period as it shall determine;

16.22.3 to refuse any application by that Club to register any Player or any new contract of an existing Player of that Club.

16.23 From 1 July 2025, the CFRU must be notified of any Key Asset Loan entered into by a Club. If in its reasonable opinion and considering all of the information available to it the CFRU considers the Key Asset Loan represents a risk to the Club being able to fulfil its financial obligations to the end of the Season, the CFRU may exercise any of the powers available to it under Regulation 16.22.

Guidance

Clubs should carefully consider the provisions of any Key Asset Loan before entering into it and must always factor in whether the terms of such a loan will ensure the Club remains compliant with all applicable Regulations relating (but not necessarily limited) to security of tenure and other membership criteria as are in place from time to time.

For example, Clubs may want to consider including provisions which provide that in the event of forfeiture of loans secured against key assets trigger a tenancy agreement guaranteeing continued access and the ability to comply with the Regulations including, by way of example only, on security of tenure and other membership criteria.

Any decision by the CFRU to utilise its powers under Regulation 16.22 in relation to a Key Asset Loan will be subject to a CFRP Call-in Review in accordance with Appendix 6 of these Regulations. It may also be challenged by a CFRU Decision Review in accordance with Appendix 6 of these Regulations.

16.24 Any Club promoted or relegated out of the League shall, notwithstanding promotion or relegation, remain bound by the provisions of this Regulation 16 as if it were still a Club, until such time as it has complied with the obligations relating to its last Season as a Club.

16.25 Information provided by a Club to the CFRU in accordance with the Financial Regulations shall only be made available to such members of The League as are required to know such information in order to fulfil their duties of The League (and who are bound by obligations of confidentiality as part of their contract of employment).

17 HMRC Reporting

17.1 **Current HMRC Debt.** Any Club which has not paid to HMRC the amounts due to be paid to HMRC to discharge the Club's full liability for:

17.1.1 PAYE & NIC due in respect of any and all employees or former employees of the Club for the immediately preceding payment period;

17.1.2 PAYE & NIC which becomes due as a result of an assessment issued by HMRC, subject to Regulation 17.9 below;

17.1.3 VAT due (where on a Club is paying VAT:

(a) on a monthly basis and again at the end of the relevant quarter, whether by way of assessment or otherwise; or

(b) where a Club pays its VAT on a quarterly basis, after each relevant quarter whether by assessment or otherwise);

17.1.4 Corporation Tax; and/or

17.1.5 any other liability to HMRC,

on the relevant due date (each a '**Default Event**') shall report the Default Event to The League within 2 Normal Working Days of the Default Event.

Guidance

Following the AGM on 8 June 2023, Clubs are obliged to report the Due Date for payment of any current and unpaid PAYE, NIC, VAT or Corporation Tax within 2 Normal Working Days. For the avoidance of doubt, any time to pay arrangements entered into by the Club shall trigger a Default Event.

17.2 **Reporting Default Events**. When a Club reports a Default Event to The League it shall at the same time provide to The League full details of any and all amounts due to HMRC from the Club, together with the periods to which they relate.

17.3 **Consequences of a Default Event**. Without prejudice to the general position (pursuant to Regulation 44.4) that all registrations must be approved by The League and subject to Regulation 17.4, a Club which is subject to a Default Event shall be subject to a registration embargo immediately upon The League becoming aware of the Default Event such that it shall not be permitted to register any Player with that Club without the prior written consent of The League for the period that the Club is subject to a Default Event.

17.4 Regulation 17.3 will not apply where a Club suffers a Default Event due to the failure to discharge a COVID PAYE Liability and has entered into a Time to Pay Agreement and is compliant with the terms of that Time to Pay Agreement. For the avoidance of doubt, where a Club defaults on the terms of a Time to Pay Agreement, and such default results in all outstanding amounts becoming due to HMRC immediately, the Club shall remain subject to a Default Event until such time as the outstanding amounts are paid or included within any other Time to Pay Agreement.

17.5 **Failure to Notify a Default Event**. A Club which fails to report a Default Event will be referred to the Club Financial Review Panel as a Compliance Matter in accordance with Appendix 6 of these Regulations.

17.6 **Provision of Authority**. Each Club shall provide to The League, not later than 31 May prior to the commencement of a Season, (and in any event within seven days of any request for a further authority from The League), an original, irrevocable authority (which shall not be time constrained) in the form prescribed by The League and signed by a Director and the company secretary of the Club, addressed to HMRC authorising HMRC to provide to The League information relating to any amounts payable, paid and overdue from the Club to HMRC from time to time including, by way of example and without limitation, the amount of arrears (if any), the existence of and current position in respect of any Time to Pay Agreement and if a Club suffers a Default Event ('**Authority**'). The League shall be entitled to forward the Authority to HMRC without having to seek the consent of the Club.

17.7 The Board shall have the power to suspend any Club which, not later than 31 May prior to the commencement of the following Season (including, for the avoidance of doubt, those Clubs entering The League by way of promotion from the National League or relegation from the Premier League for the following Season) or within seven days of a request, fails to provide to The League the Authority in the required form. A suspended Club shall not play in:

17.7.1 any League match;

17.7.2 any Football Association Cup match;

17.7.3 any EFL Cup match;

17.7.4 any EFL Trophy match; and/or

17.7.5 any other match conducted or controlled by The League and in which it would otherwise be eligible to compete.

17.8 For the purposes of the League Competition, the Board shall have the power to determine how the cancellation of a League match caused by the suspension of one of the Clubs, which should have participated in it, shall be treated.

17.9 **Disputed Amounts**. Any amounts which HMRC claims to be due to it, for example by way of an assessment, but which have been formally contested by the Club shall not be considered as due to HMRC for the purposes of this Regulation 17 until such time as a final determination is made on HMRC's claim.

17.10 Information provided by a Club and/or HMRC in relation to any Arrears shall only be made available to senior members of The League's staff and the independent Chair (as described in Article 17.1.1) and shall not be disclosed to the Board generally, provided always that The League shall be entitled to report the happening of a Default Event to the Board for the purposes of enforcing Regulation 17.3 (Consequences of a Default Event).

17.11 Any Club relegated into the National League at the end of a Season in accordance with the provisions of Regulation 7.7 shall continue to comply with the requirements of Regulation 17.1 for two Seasons following relegation.

Guidance

Whilst the obligation to report continues following relegation, The League does not have the power to impose any embargo or other sanction (other than withholding of parachute payments) in relation to non-payment. The purpose of this continuing reporting obligation is linked to the reasons set out in the guidance to Regulation 16.18

The League has to determine whether it should grant parachute payments to Clubs relegated from The League. Further, those Clubs may also be in receipt of funding from the Professional Game Youth Fund. Accordingly, it is imperative that The League continues to have visibility on the Club's financial position, to enable The League to determine whether it is appropriate to make a parachute payment, as well as enabling The League to apply relevant provisions in its Articles of Association and/or Regulations (for example deduction from pool account distributions in favour of Football Creditors).

18 Financial Fair Play

18.1 Without prejudice to the foregoing provisions, The League and Clubs agree to actively work to introduce measures appropriate to each Division to promote financial fair play within The League, with the objective of:

18.1.1 improving the economic and financial capability of Clubs;

18.1.2 increasing the transparency and credibility of Clubs;

18.1.3 placing the necessary importance on the protection of creditors by ensuring that Clubs settle their liabilities with Players, HMRC and other Clubs (or clubs) punctually;

18.1.4 introducing more discipline and rationality in Club football finances;

18.1.5 encouraging Clubs to operate on the basis of their own revenues;

18.1.6 encouraging responsible spending for the long-term benefit of football; and

18.1.7 protecting the long-term viability and sustainability of League football,

the **'Financial Fair Play Objectives**'.

18.2 Any Division may propose the introduction of divisional rules (**'Divisional Fair Play Rules**') aimed at achieving the Financial Fair Play Objectives provided that the Board, acting reasonably, is satisfied that the proposed Fair Play Rules will not have a disproportionately detrimental effect on the financial interests of the other Divisions or The League as a whole.

18.3 The proposed Divisional Fair Play Rules will be considered by the Board and if approved by it, such proposed Divisional Fair Play Rules shall be put before the members of the relevant Division on not less than 7 clear days' notice. The proposed Divisional Fair Play Rules shall not be adopted unless approved by two thirds of the votes cast by those Member Clubs who are members of that Division present and voting either in person or by proxy.

18.4 If the proposed Divisional Fair Play Rules are not approved by the Board, the Division may submit the proposal to The League in a general meeting. Such proposal may be adopted by a simple majority of the Member Clubs of The League present and voting either in person or by proxy and at the same time by two thirds of the votes cast by those Member Clubs which are then in membership of the Division making the proposal present and voting either in person or by proxy.

18.5 The adopted Divisional Fair Play Rules will take immediate effect as a Regulation (unless otherwise specified) and shall be binding.

18.6 Once adopted, the Divisional Fair Play Rules may only be amended or removed by following the procedures set out in Regulations 18.2 to 18.5 above as if references to proposed Divisional Fair Play Rules were replaced by references to the proposed amendments.

18.7 The Divisional Fair Play Rules currently applicable to each Division are set out in Appendix 5.

18.8 The League shall be entitled to publicly confirm whether a Club is subject to a registration embargo pursuant to the operation of any Divisional Fair Play Rule.

18.9 In the event of any dispute concerning the Financial Regulations, a person who is not a party to a dispute (which may, for the avoidance of doubt, include the League itself) may not invoke any applicable disciplinary or arbitration provisions in respect of such a dispute, unless that party can show that they are sufficiently affected by the outcome of the dispute that it is right and proper for them to have standing before the League Arbitration Panel.

18A Embargo Reporting Service

18A.1 Without prejudice to the generality of Regulation 18.8 (public confirmation of a registration embargo under any Divisional Fair Play Rule), The League shall be entitled to publish the identity of those Clubs that are from time to time subject to an embargo on the registration of players ('**Embargo Reporting Service**').

Guidance

The Embargo Reporting Service will be made available in the Governance section of www.efl.com.

18A.2 The League must notify a Club (which will be given by email to the Club Secretary) of the imposition of an embargo, and the proposed inclusion of the Club's name on the Embargo Reporting Service ('**Embargo Notice**').

18A.3 A Club shall have until 4pm on the second Normal Working Day after the date The League issues the Embargo Notice to secure the removal of the embargo, failing which the Club's name will be added to the Embargo Reporting Service.

18A.4 The Club's name will be removed from the Embargo Reporting Service promptly on the removal of the embargo.

18A.5 The Embargo Reporting Service will not give any details beyond an embargoed Club's name and the Regulation or other provision which has resulted in the imposition of the embargo. The League will not be permitted to release any other details of the circumstances leading to the embargo.

19 **Assignment of Central Distributions**

19.1 Subject always to the provisions of Regulation 19.4 below, any Club that enters into an assignment of some or all of that Club's entitlement to:

19.1.1 distributions from the Pool Account (as defined in the Articles of Association); and/or

19.1.2 amounts payable in accordance with Rule D.25 of the Premier League Rules,

(or any other form of security or arrangement of similar effect) (**Assignment**) shall notify The League in writing not later than 24 hours after the date of that Assignment (or, in the case of an Assignment as described in Regulation 19.1.2 entered into prior to becoming a Member Club, promptly on becoming a Member Club).

19.2 Any Club that enters into an Assignment as described in Regulation 19.1.1 (but not, for the avoidance of doubt, Regulation 19.1.2) shall be subject to a registration embargo for the Effective Period of any Assignment such that it shall not be permitted to register any Player with that Club without the prior written consent of The League.

19.3 For the purposes of this Regulation **'Effective Period**' shall mean the period commencing with the date on which The League is notified (or otherwise becomes aware) of the Assignment, and ending on the date on which The League is notified that the Assignment has been finally released.

19.4 Regulation 19.2 shall not apply to any Assignment which constitutes part of a fixed and floating charge over the entirety of the Club's assets and undertaking on usual commercial terms and in respect of which The League is not required to pay any part of the Club's entitlement to distributions from the Pool Account to the holder of that security.

20 **Customer Charters**

20.1 All Clubs must publish a Customer Charter, and provide financial reporting and accountability as requested by The League.

20.2 A copy of the customer charter and any amendments made thereto shall be furnished to The League by each Club and shall be made available to the public through all usual Club publications, the ticket office and their web site.

20.3 Each Club shall:

20.3.1 submit a charter report by 30 June each year to The League. The report shall detail how each of the policies outlined in the charter have been implemented and the extent to which each has been achieved; and

20.3.2 comply promptly with any request for information made by The League.

20.4 Each Club shall comply promptly and in full with any request for information made by the Independent Football Ombudsman (or such other body as notified by the League from time to time as having responsibility for adjudicating on disputes between Clubs and their supporters).

20.5 The League may report to The Independent Football Ombudsman and undertakes to disseminate best practice for the benefit of all Clubs.

20.6 Each Club shall appoint a supporter liaison officer who shall:

20.6.1 have responsibility for the delivery of the Club's policy with regard to its stakeholders insofar as that policy concerns supporters;

20.6.2 act as a point of contact for supporters; and

20.6.3 liaise regularly with the Club's management (including, without prejudice to the generality of the foregoing, on safety and security-related issues).

21 Undertakings to be given by Club Officials

21.1 All Clubs must incorporate in any contracts of employment (or other contract for services) with their Officials and Players:

21.1.1 an undertaking on the part of the Official or Player not to bring The League or any Club into disrepute;

21.1.2 an undertaking on the part of the Official or Player not to do anything or omit to do anything which will cause the Club to be in breach of the Laws of the Game, the Football Association Rules, the rules of the Premier League, these Regulations or the Articles of Association; and

21.1.3 an acknowledgement that they are subject to the jurisdiction of The League and Football Association.

21.2 Notwithstanding the provisions of Regulation 21.1, all Officials and Players shall by virtue of their fulfilment of those roles be deemed to have given to The League:

21.2.1 an undertaking to The League not to bring The League or any Club, into disrepute;

21.2.2 an undertaking not to do anything or omit to do anything which will cause a Club to be in breach of the Laws of the Game, the Football Association Rules, these Regulations or the Articles of Association; and

21.2.3 an acknowledgement that they are subject to the jurisdiction of The League and Football Association.

22 Changes of Directors at Clubs

22.1 All Clubs must ensure that they, and where appropriate any Director (as that term is defined in Appendix 3) and other Officials (as appropriate) of that Club, comply with the obligations of the Owners' and Directors' Test.

22.2 Within fourteen days of the removal of any Director, written notice thereof, together with such details as are required to be filed with the Registrar of Companies (if any), shall be provided to The League.

23 Club / Employees Relationships

23.1 No Club shall take any steps (either directly or indirectly through any third party, including the making of statements to the media) to induce or attempt to induce another Club's employee to terminate their

contract of employment with that other Club, whether or not such termination constitutes a breach of that contract.

23.2 No Club shall (either directly or indirectly through any third party) make contact with or enter into negotiations relating to the employment of another Club's employee.

23.3 The only exceptions to this Regulation are:

23.3.1 where the Club has undertaken a bona fide advertising process for recruitment of individuals to any role(s) and another Club (or club's) employee has responded to that advertisement. In such circumstances the Club shall be permitted to interview that applicant (unless they are already fulfilling any of the roles listed in Regulation 23.4 below, in which case permission must be obtained in accordance with Regulation 23.3.2 before selecting for interview) but must not make any offer of employment or otherwise advise the applicant that it wishes to make such an offer without first obtaining permission in accordance with Regulation 23.3.2; or

23.3.2 where the Club has obtained the prior written permission of the chairperson (or in their absence, a director or the club secretary) of that other Club. Any such permission must set out any conditions attaching to it.

23.4 The roles referred to in Regulation 23.3.1 are any Player, Manager, assistant manager, head coach or other first team football coach (or any role equivalent to any of the foregoing) of a Club or Premier League club.

24 Mandatory Article

24.1 Each Club's articles of association must include the following provisions:

(A) Without prejudice to the provisions of article [x], the directors may refuse to register the transfer of any share(s) in the event that:

(i) the Football League Ltd (company number 00080612) has not provided the transferee with all necessary confirmations and approvals as required by the Owners' and Directors' Test contained at Appendix 3 of the Regulations (as updated from time to time) or any equivalent provision of the Regulations as updated from time to time; or

(ii) registering the transfer of any share(s) would cause the [Company][Club] to breach any Regulation, Football Association Rule, Premier League Rule or any other equivalent provision of any regulatory authority to which the Club is subject.

(B) Except as required by law, no person is to be recognised by the [Company][Club] as holding any share upon any trust, and except as otherwise required by law or the articles, the [Company][Club] is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.

(known as the **Mandatory Articles**).

24.2 A Club must use its best endeavours to ensure that its Parent Undertaking (and any Parent Undertaking of that undertaking) includes the Mandatory Articles within its articles of association (or equivalent if that Undertaking is not incorporated in accordance with English law).

24.3 Each Club must ensure that the Mandatory Article has been incorporated into its articles of association by no later than 10 September 2024.

24.4 **Relegated Clubs**. Each Relegated Club whose articles of association do not already include the Mandatory Article, must ensure that the Mandatory Article has been validly incorporated into its

articles of association by no later than 1 October immediately following the Relegated Club's relegation from the Premier League.

24.5 Each Relegated Club must use its best endeavours to ensure that its Parent Undertaking (and any Parent Undertaking of that undertaking) includes the Mandatory Articles within its articles of association (or equivalent if that Undertaking is not incorporated in accordance with English law).

24.6 **Promoted Teams.** Each Applicant Club whose articles of association do not already include the Mandatory Article, must ensure that the Mandatory Article has been validly incorporated into its articles of association by no later than 30 June prior to its first Season as a Member Club.

24.7 Each Applicant Club must use its best endeavours to ensure that its Parent Undertaking (and any Parent Undertaking of that undertaking) includes the Mandatory Article within its articles of association (or equivalent if that Undertaking is not incorporated in accordance with English law).

24.8 **Failure to comply**. Where a Club fails to incorporate the Mandatory Article in accordance with Regulations 24.4, 24.5, 24.6 and 24.7, The League's powers to bring disciplinary proceedings under the Regulations will apply, provided that in addition to the sanctions for misconduct set out in the Regulations, where a Club fails three or more times, following written demand from The League, to incorporate the Mandatory Article then The League may give notice requiring the Club to transfer its membership from The League (or within such other period as is specified by The League in that notice) and that a Director of the Club complies with the requirements of this Regulation 24. There shall be no appeal against the service of the Notice.

SECTION 5 FIXTURES

25 Requirement to Play Full Strength Sides in League Matches

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

26 Misconduct in Pre-Arranging the Result of Matches

26.1 No Club, Official or Player may, in connection with betting on an event in, or on the result of, any match played under the auspices of The League or any matches in competitions that form part of the Games Programmes or Professional Development League (as those terms are defined in Youth Development Rules):

26.1.1 offer or receive a payment or any form of inducement to or from any Club or the Official or Player of any Club; or

26.1.2 receive or seek to receive any payment or other form of inducement from any Person.

27 Administration and Arrangement of Fixtures

27.1 All League matches shall be arranged as soon as practicable. The intellectual property rights and all other rights in all lists of arrangements of such fixtures (if any) shall be vested in The League.

27.2 Any dispute between two or more Clubs as to the arrangement of League matches shall be referred to and decided by The League, and The League shall have absolute discretion in that respect. All re-arrangements of League matches must be submitted to and approved by The League.

Guidance

In cases where moves cannot be mutually agreed, Clubs can refer the matter to The League for determination.

On these occasions, the following non-exhaustive list of points all form part of The League's consideration:

- *Home Clubs must provide compelling motives and clear rationale for the alteration, together with any supporting evidence. These can include both operational arguments as well as those relating to commercial gain.*
- *Away Clubs must provide their reasons for objecting to the move and provide any substantiating evidence.*
- *What are both Clubs fixtures either side of the match in question.*
- *Is there an inequitable run of away fixtures over a short period of time.*
- *Any effect on the ability to schedule undated fixtures.*
- *Timing of the request being made.*

Whilst it is important to stress that each case will be treated in isolation and be judged on its merits, it should also be noted that in the absence of any specific and compelling footballing reasons being given by the away Club that would prevent a move, permission for such requests will in normal circumstances not be unreasonably withheld.

Clubs are also reminded that moves to a Friday evening would not discount either Club from participating in matches during the previous midweek where required to do so. Similarly, moves to a Sunday would not forego utilising the following midweek for a fixture.

27.3 However, where a Club is selected to play in a televised match played under the auspices of The League on a Thursday evening, and that Club is also scheduled to play on the immediately following Saturday ('**Saturday Match**'), the Club shall have the right to request that The League reschedule the Saturday Match to the immediately following Sunday i.e. a 24 hour postponement. Approval for any such request shall not be unreasonably withheld or delayed. Where applicable the provisions of Regulation 27.4 will also apply.

27.4 Further, where:

27.4.1 a League match is scheduled to be played on a Tuesday ('**Tuesday Match**');

27.4.2 the Home Club and/or the Away Club in that Tuesday Match is required to play on the immediately preceding Sunday ('**Sunday Match**') because of matters outside its control including, by way of example and without limitation, police requirements, television or cup commitments;

27.4.3 the Sunday Match was not scheduled to be played on that Sunday in the first i.e. the draft fixture list published by The League in the immediately preceding Close Season;

27.4.4 neither the Home Club nor the Away Club are scheduled to play on the immediately following Thursday or Friday; and

27.4.5 either the Home Club or Away Club in the Tuesday Match requests (giving not less than 28 Clear days' notice prior to the originally scheduled Tuesday date) that the Tuesday Match be rescheduled,

(together the '**Conditions**' and each a '**Condition**') then, provided all Conditions are satisfied the Tuesday Match shall automatically be rescheduled to take place on the immediately following Wednesday i.e. a 24 hour postponement. For the avoidance of doubt, where one Condition (or more) is not satisfied, the matter shall be determined by The League in its absolute discretion, whose decision shall be final and binding.

Guidance

Selections will usually be made and be released with at least 5 weeks' notice of the original fixture date.

Under the terms of our agreement Sky are at liberty to request the movement of any fixture to another date in close proximity to the original fixture date or make a change to the kick-off time.

It is worth noting that UEFA Article 48 (closed hours) restricts the televising of any matches in this country during the hours of 2.45pm and 5.15 pm on a Saturday.

The movement of matches to facilitate live transmissions or as a result of circumstances beyond a Club's control could also result in secondary moves to subsequent midweek fixtures. For example movement from a Tuesday to a Wednesday as a result of a Saturday to a Sunday switch or such similar moves to ensure an equitable amount of recovery time and to maintain a 48 hour period where possible between games.

27.5 Dislocation of League matches from any cause whatever shall be immediately reported to The League by the Clubs concerned and it shall be the duty of the Home Club in each instance immediately to notify the appointed Referee and Assistant Referees of such dislocation.

28 **Kick-Off Times**

28.1 The Home Club shall fix the time of kick-off:

28.1.1 between 11.30am and 3.15pm for Saturday matches;

28.1.2 between 7.00pm and 8.05pm for midweek matches; and

28.1.3 between 11.30am and 8.05pm for Bank Holiday matches.

Once the kick-off time has been fixed, any amendment or variation thereto can be made only by agreement with the Away Club and with the approval of The League.

Guidance

Should circumstances change which necessitate a request for a change of kick-off time (i.e. police intelligence) and it is not mutually agreed, The League will request and consider the views of both Clubs before determining whether to approve such request.

28.2 Home Clubs shall notify:

28.2.1 the Away Club at least seven days prior to; and

28.2.2 Match Officials, as soon as practicable after notification of their appointment,

of the date and time of kick-off of the match concerned, and the Referee and Assistant Referees must acknowledge the receipt five days before such match.

28.3 All Clubs must adhere to the kick-off time as set by The League. Clubs and Referees must report any delays to The League. It is the responsibility of both Clubs to make arrangements ensuring there are no unnecessary delays to the kick-off time, to include appropriate travel arrangements, Player warm-up periods, and pre-match timings. Clubs must adhere to the timings specified within the CTK, or any variation thereof, as instructed by the match official during the pre-match briefing.

Guidance

A breach of this Regulation is designated a strict liability offence as detailed in Regulation 88.

Given it is the responsibility of both Clubs to ensure there are no unnecessary delays to the kick-off time, The League reserves the right to investigate any such delays before issuing a fine to establish whether both Clubs or just one Club is at fault for the breach.

28.4 Save as for the final weekend fixtures of each Season, should a kick-off at 12.00 noon or earlier necessitate the Away Club incurring overnight hotel expenses, the Away Club shall (save where the match is scheduled to be broadcast live in the United Kingdom and the Club is entitled to receive a facility fee in accordance with the Articles) be entitled to claim the hotel expenses incurred (at the rate and as determined by The League from time to time, per person per night for a party not exceeding twenty four in number) against the gross gate, any dispute to be determined by The League.

Guidance

The allowable expenses are as follows:

Travel:

- *standard class rail fares for up to 24 persons for the Players and officials of the visiting club at a maximum rate of £100 per person; or*
- *air fares for up to 24 persons for the Players and officials of the visiting club at a maximum rate of £100 per person; or*
- *actual cost of motor coach hire (not exceeding £2,400).*

Hotel:

- *for an overnight stay, for up to 24 persons for the Players and officials of the visiting club at a maximum rate of £100 per person; or*
- *where there is no overnight stay, a maximum of £450 (where necessarily incurred).*

29 **Postponements, Abandonments and Re-Arrangements**

29.1 In the event of a fixture postponement no matter the cause, the League will decide the new date on which the fixture is to be played following consultation with both Clubs.

Guidance

It is not permissible for a club to make a decision to postpone a match and in the first instance Clubs should contact the Football Services Department for advice. The full guidance document is available here.

Re-dating of Postponed Fixtures. Detailed guidance is available for Clubs here, however in summary:

- *The League will ask the Clubs to mutually agree a date in the first instance;*
- *if Clubs are unable to mutually agree a date, The League will set the date of the fixture and will take into account the following considerations:*
    - *the provisions of the relevant League policy (as updated from time to time);*
    - *the preferred dates of both the Home and Away Club and the rationale for preferences;*
    - *Home and Away fixtures either side of the proposed dates;*
    - *the ability to date already existing and further potential postponed fixtures;*
    - *any interference or possible clashes with Cup fixtures, replays or international fixtures;*
    - *any Police and SAG views/requirements; and*
    - *any pairing issues.*

29.2 Notwithstanding the provisions of Regulation 29.1, The League reserves the right at any time to reschedule a League match after consultation with and consideration of representations from the Clubs involved.

29.3 Each Club must ensure that both:

29.3.1 its home ground (being the ground that is registered in accordance with Regulation 13.5); and

29.3.2 any Registered Players,

remain available to the Club during the period of four days commencing with the day after the day of the Club's last fixture in the League Competition (including play off matches) so as to enable the fulfilment of any fixtures (in full or in part) ordered by The League to be played after the end of the Season (if any).

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

Guidance

This would normally be in the Customer Charter and should include details of what refunds / partial refunds / replacement tickets are available for both the home and away clubs and if required what arrangements are in place should supporters not be able to attend the rearranged fixture.

29.5 When a League match is postponed or abandoned the Visiting Club shall be entitled to receive from the Home Club out of the gate of either game, one set of travelling and/or hotel expenses (at the rate and as determined by The League from time to time) necessarily incurred by a party not exceeding twenty four and which in the opinion of The League are caused solely by the postponement or abandonment. This amount shall be a charge against the gate when calculating the 3% levy under Article 35. A Club shall only be entitled to claim hotel expenses where it would be necessary for the Visiting Club to leave its headquarters before 9am on the day of the match, alternatively, not be possible to arrive back at its headquarters within five hours travelling time, including a stop of not more than 45 minutes, of the conclusion of the League match.

30 Testimonials

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

31 Re-Arrangement of FA Cup Ties

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

32 Penalty for Non-Fulfilment of Fixture Obligations

32.1 Each Club will use its best endeavours to ensure that each match under the jurisdiction of The League takes place on the date and at the time fixed for it.

32.2 Any Club failing to fulfil its fixture obligations in respect of any match under the jurisdiction of The League on the appointed date or dates or causing The League to suspend any fixture shall be deemed guilty of misconduct unless the Club is successfully able to demonstrate that Regulation 32.3 applies. The burden of proof will rest with the Club.

32.3 The Club will not be deemed to be guilty of misconduct in accordance with Regulation 32.2 where it is able to demonstrate that:

32.3.1 the dominant and effective cause of the non-fulfilment was the occurrence of an event which was outside the control of the Club (an '**Event**'); and

32.3.2 the Club could not have reasonably foreseen or reasonably anticipated and remedied the consequences of the Event prior to the match despite using its best endeavours to do so.

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

33 **Clubs not to arrange activities to interfere with League Competition Fixtures**

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

Guidance

Activities would include any event or booking that would interfere with Clubs' ability to stage a fixture at their home venue on the appointed date and kick-off time.

34 **Conduct of Matches**

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

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

34.3 **Duration of half-time interval**. In all League matches the half-time interval shall be fifteen minutes.

34.4 **Substitute Players.**

34.4.1 Subject to Regulation 34.4.2, in all League matches, each team is permitted:

(a) in the Championship Division, up to nine substitutes of whom not more than five may take part in the match; and

(b) in Leagues One and Two, up to seven substitutes of whom not more than five may take part in the match.

Each Club is only permitted a maximum of three opportunities to make substitutions during the Competition match. A Club may make more than one substitution at each of its three opportunities. Clubs may make substitutions at half time and any substitutions made will not count towards the maximum of three opportunities.

34.4.2 In addition to the number of substitutions permitted by Regulation 34.4.1, each Club shall also be permitted to utilise up to one 'concussion substitute' and/or one 'additional substitute' (as appropriate) from those substitutes listed on the Team Sheet, strictly in accordance with the provisions of the International Football Association Board's 'Additional permanent concussion substitutes – Protocol' ('**IFAB Protocol**') and any associated guidance issued by the League. Each Club must provide the League with such information as is necessary to ensure compliance with the IFAB Protocol in respect of any 'concussion substitute' made within 10 days of receiving such a request from the League.

34.4.3 All substitutes must be nominated and included on the official Team Sheet handed to the Referee prior to the match.

34.4.4 Not more than five Players of each Club may warm up or warm down at the same time on the perimeter of the pitch on which the match is being played.

34.5 **List of Players to be handed to Referee**. A representative of each Club must hand copies of and/or provide via the 'match day application' (or such other electronic means as the League may direct from time to time) a list of names of Players taking part in the game (including the name of the nominated substitute or substitutes) ('**Team Sheet**') to the Referee and a representative of the opponents in the presence of the Referee in the Referee's dressing room at least 75 (seventy five) minutes before the advertised time of kick-off. The Team Sheet shall indicate the full names of Players and shall indicate the colour of the Goalkeeper's shirt. Neither Club shall publish the teams or otherwise provide details of the teams to any third party (other than League appointed broadcast partners) until 75 (seventy five) minutes before the advertised time of kick-off.

Guidance

A breach of this Regulation is designated a strict liability offence as detailed in Regulation 88.

34.6 **Pre Match Briefing with the Referee**. At least 60 (sixty) minutes before the advertised time of kick-off of a match the Captain and either:

34.6.1 the person in charge of the team on the day (i.e. the Manager or head coach); or

34.6.2 where the person described in Regulation 34.6.1 is subject to a ban preventing them from attending, another senior representative of the coaching staff,

shall attend a briefing with the Referee.

Guidance

A breach of this Regulation is designated a strict liability offence as detailed in Regulation 88.

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

34.8 **Home Grown Players**. Each Club shall be required to nominate a minimum of seven Home Grown Players on their Team Sheet of Players for all League matches (including Play Off matches).

Guidance

League Cup, EFL Trophy and FA Cup matches are exempt from the Home Grown quota.

34.9 '**Home Grown Player**' shall mean a Player who irrespective of his nationality or age, has been registered with:

34.9.1 his current Club; and/or

34.9.2 a Club and/or any other football club affiliated to the Football Association or the Football Association of Wales,

for a period, continuous or not of three Seasons or 36 months prior to his 21st birthday (or the end of the Season during which he turns 21). For the purposes of this definition of Home Grown Player only, a Season will be deemed to commence for all Clubs on the same date as the date on which the Summer Transfer Window in that Season closes for Clubs in Leagues One and Two, and expire on the date of the final League match of the Season.

34.10 For the purposes of Regulation 34.9.2, but not otherwise, a Player who was at all times registered with a Club (or club) affiliated to the Football Association of Wales shall be treated as having been registered with a Club (or club) affiliated to The Football Association, and vice versa.

34.11 **Club Developed Players**. Subject to Regulation 34.12, for League matches which take place after the submission of the Club's Squad List following the closure of the Summer Transfer Window, each Club shall be required to nominate at least one Club Developed Player on either the Squad List, or on the Team Sheet for all League matches (including Play Off matches). Where a Club does not name a Club Developed Player on either it's Squad List or Team Sheet, the Club will only be permitted to name up to eight (Championship) or six (League One and Two) substitutes on the Team Sheet (rather than the nine (Championship) or seven (League One and Two) as permitted by Regulation 34.4).

34.12 If any Club has prior to the date of the applicable League match (including Play Off matches) transferred the registration of two or more Club Developed Players and:

34.12.1 in consideration for the transfer of each Club Developed Player's registration, the Club receives;

(a) an initial Transfer Fee or Compensation Fee equal to or in excess of £10,000; and/or

(b) compensation in accordance with the Youth Development Rules on transfer of the registration; and

34.12.2 each of the transferred Club Developed Players:

(a) are either as at the date of the applicable match registered as a:

(i) Contract Player with a Club (or club) in the same division or higher (including, in the case of a Championship Club, the Premier League); or

(ii) Scholar with a Club (or club) in the higher division (including, in the case of a Championship Club, the Premier League),

and

(b) are or will be aged 24 or under on 1 January in the Season in which the applicable match occurs,

then, the Club will not be required to comply with the requirements of Regulation 34.11.

Guidance

For Season 2024/25 this means any Player aged 24 or under on 1 January 2025.

34.13 For the avoidance of doubt, the same Player may qualify as a Home Grown Player and a Club Developed Player for the purposes of this Regulation 34.

Guidance

For Players registered with your Club but sent out on loan, the time spent on loan will still count towards the 12-month period necessary to qualify as Club Developed.

Whilst the Regulation includes a built in consequence should a Club fail to name a Club Developed Player in the match day squad (i.e. reduce the number of substitutes by one), the situation could still arise where a Club fails to do that. Fixed fines are not considered appropriate for this type of breach, and any Club in breach would be charged with misconduct. The expected entry point for sanction on a first offence will be to treat the Club as having named (but not played) an ineligible player and this would ordinarily warrant a financial penalty. Where aggravating features (e.g. wilful disregard or multiple breaches) are present then more severe sanctions would be appropriate.

34.14 **Numbering of Players' Shirts**. When playing in a match each Player shall wear a shirt on the back of which shall be prominently displayed his shirt number and above that his name so as to be clearly visible (and contrast with any design or pattern on the Shirt) in accordance with guidelines laid down by The League from time to time. At the start of each Season each Club must provide to The League on the

appropriate form details of shirt numbers allocated to each squad Player. Each Player will retain his designated number for the Season unless his registration is:

33.14.1 permanently transferred; or

34.14.2 cancelled (other than for the purposes of going on international loan),

34.14.3 in which case his number may be re-allocated to a new Player. Each time a squad number is allocated during the Season the Club must provide full details on the appropriate form.

Guidance

The League will consult with Clubs as to the best ways to ensure that numbers are more visible. One option will be that Club's with striped shirts will be required to include panel, but the League will also review number design to see if additional improvements can be made.

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

Guidance

A breach of this Regulation is designated a strict liability offence as detailed in Regulation 88.

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

34.17 The League may vary Regulations 34.14 and 34.15 in relation to a particular Division.

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

Guidance

A breach of this Regulation is designated a strict liability offence as detailed in Regulation 88.

34.19 **Match Balls**. In all matches played under the auspices of The League, the Home Club shall provide and the participating Clubs shall use only the official ball approved from time to time by The League.

34.20 **Multiple Balls**. Clubs must use a system of replacement balls for all matches played under the auspices of the League in accordance with Law 2.3 of the Laws of the Game and any guidance issued by the League or in conjunction with PGMOL.

Guidance

A full guidance note will be provided by the League in conjunction with PGMOL.

34.21 **Towels / Drying Aids.** No Club shall be entitled to utilise towels or other articles (including articles obtained from spectators) to dry footballs during all matches played under the auspices of the League.

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

35 Facilities to be Provided

35.1 **Technical Area Participants Behaviour Charter.** Clubs must provide separate areas adjacent to the pitch for the exclusive use of team officials and substitute Players (and any substituted Players) for both the Home and Visiting Club. These areas shall have direct access to the pitch, shall be under cover and shall contain only fourteen seats (subject to any dispensations granted by the Board). The layout, facilities and viewing positions for the Visiting Club bench shall be the same as for the Home Club.

35.2 **Championship Clubs Only**. In addition to the fourteen positions situated in the Visiting Club's trainers' bench, each Championship Club shall provide at each League match played at its Stadium eight positions for the sole use of coaching and medical staff of the Visiting Club. These positions must be in one self-contained area with access to the Visiting Club's trainers' bench.

35.3 **League One and League Two Clubs.** In addition to the fourteen positions situated in the Visiting Club's trainers' bench, each League One and League Two Club shall provide at each League match played at its Stadium five positions for the sole use of coaching and medical staff of the Visiting Club. These positions must be as close as is reasonably possible to the Visiting Club's trainers' bench.

35.4 For the avoidance of doubt, only Club Officials and those included on the Club's Team Sheet for a given League match are permitted to use the allocation on the Visiting Club's trainer's bench and additional self-contained area.

Guidance

Home Clubs must make every reasonable effort to accommodate the Visiting Club's playing, coaching and medical staff as near to the technical area as possible. Clubs would be expected to co-ordinate about the size of the travelling party prior to the fixture and those staff members reasonably expected to be in the technical area should be given priority over all other attendees (including supporters).

35.5 All Officials named on a Club's Team Sheet must ensure they adhere to the Technical Area Code of Conduct as prescribed by The League and PGMOL at the beginning of each Season.

35.6 **Visiting Club Dressing Room**. Each Club shall ensure that the Visiting Club's Dressing Room has a TV available for use with a live stream of the League match being played at the Stadium.

Guidance

The TV in the Visting Club Dressing Room should, where possible, be at least a 40" TV in view of the full dressing room, not to be placed in an obscure position and with an HDMI cable attached for laptop connection for analytical purposes.

35.7 **Facilities for visiting supporters**

35.7.1 Each Club must make provision for at least 2,000 visiting supporters at every home match or such number as represents 10% of the Club's certified capacity, if less than 2,000. The League may, on the prior written application of a Club, suspend this Regulation or reduce the figure either for a particular League match or for a period of time. Each Club shall, subject to any dispensations granted by the Board, make provision for at least 200 of the visiting supporters (of which not less than 100 must be seats) to be accommodated under cover. Any Club which fails to meet the requirement of 200 visiting supporters being accommodated under cover and which does not have a dispensation granted by the Board shall have such amounts as the Board shall determine (in its absolute discretion) withheld from that Club's central distributions from the Pool Account until such time as the Club can meet the requirement.

Guidance

Please note that with the exception of Directors' Box seating and accommodation as prescribed in Appendix 1 Part 3 paragraph 18.1 there is no requirement for a home club to supply any complimentary stand tickets to the visiting club. Where complimentary tickets are made available for the use of the visiting club this is completely at the discretion of the home club and is often done on a reciprocal basis.

35.7.2 Clubs are required to sell tickets for their away matches if required to do so by the Home Club and similarly Home Clubs are required to supply tickets for their Home matches to the Away Club for sale by the Away Club to its supporters if so requested by the Away Club. These tickets are to be made available on a sale or return basis and must be ordered by the Away Club at

least five weeks before the League match to which they relate. The Home Club must deliver those tickets to the Away Club at the latest four weeks before the League match to which they relate. Where any match is arranged at shorter notice the above steps shall be taken as soon as is reasonably practicable. Visiting Supporters should also have the same opportunity to take advantage of pre-booking discounts that apply to home supporters.

35.7.3 For League matches only, the Away Club shall be entitled to a commission representing 5 (five) per cent of the aggregate sales (exclusive of VAT) of tickets sold on behalf of the Home Club, unless otherwise agreed between the Clubs. The Away Club shall submit a VAT invoice, in respect of the commission due, to the Home Club within 10 Normal Working Days of the date of the match taking place.

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

35.7.5 Each Club shall, not later than 30 June prior to the commencement of the following Season, provide to The League a ground/zone plan together with associated ticket prices ('**Pricing Plan**'). The Pricing Plan shall be accompanied by the Club's ground registration form.

35.7.6 The League shall provide copies of each Pricing Plan to all other Clubs within the relevant Division. For the avoidance of doubt this will only be done once all Pricing Plans have been received for the relevant Division.

35.7.7 A Club may not depart from the Pricing Plan without the prior consent of the relevant Away Club. In the event that the Home Club and Away Club are unable to reach agreement the dispute shall be referred to The League whose decision shall be final and binding.

35.7.8 No Club shall charge higher admission prices for visiting supporters for accommodation that is ranked as comparable with or inferior to that used by supporters of the Home Club in the same or next highest ranked accommodation. For the purposes of this Regulation, accommodation shall be allocated a ranking as indicated by the table below (where 1 represents the best available and 6 the lowest) having regard to the following criteria:

(a) Covered seating;

(b) Uncovered seating;

(c) Covered terracing;

(d) Uncovered terracing;

(e) Behind the touchline;

(f) Behind the goal line; and

In the corners of the stadium (i.e. behind both the touchline and the goal line).

Type of Accommodation **Area of Accommodation**	**Covered Seats**	**Uncovered Seats**	**Covered Terrace**	**Uncovered Terrace**
Touchline	1	2	3	4
Goal line	2	3	4	5
Corners	3	4	5	6

Guidance

As per the information supplied under Regulation 35.7.5, Divisional Ticketing guides will be produced by the League at the start of each season. These guides will outline the comparable ticketing prices for home and away supporters at each club. The League will ensure that all club pricing plans adhere to the ticketing Regulations.

In relation to Regulation 35.7.4 no Home Club shall sell match tickets and/or hospitality including but not limited to tickets in an area designated exclusively for visiting supporters in accordance with Regulation 35.7.1 without the express written consent of the Visiting Club.

In relation to Regulation 35.7.2, the Home Club shall release tickets on a sequential basis (150 tickets per tranche) and the Visiting Club must sell each tranche of tickets they have been allocated before releasing the next tranche of tickets for sale and at all times act reasonably to ensure that an agreement is reached between the Visiting Club and the Home Club in relation to the final ticket allocation of the Visiting Club as soon as reasonably possible. All unsold tickets from the agreed final ticket allocation should be returned to the home club by no later than 24 hours before the relevant Fixture. The Home Club may reserve the right to make any unused tickets available to Home Club supporters subject to the appropriate segregation and safety provisions being in place.

35.7.9 Notwithstanding the provisions of Regulation 35.7.8:

(a) where the Home Club provides a free of charge membership scheme for Home supporters that provides a discount on match tickets, that discount must be made available to supporters of the Visiting Club.

(b) where the Home Club provides a paid membership scheme for Home supporters that provides discount on match tickets, that discount must be made available on a similar basis to supporters of the Visiting Club, unless the discount provided is proportionate to the price paid for the membership.

Guidance

By similar basis we mean that the discounts should be offered to season ticket holders and (where applicable) members of the Visiting Club membership scheme.

The basis on which proportionality is applied to the discount given on match tickets against the cost of membership is calculated by working out how many matches a supporter would need to attend to recoup the cost of the membership. On this basis The League considers a minimum attendance of 3 matches to be reasonable. For example if the cost of membership is £6 and the supporter receives £2 discount on the price of a match ticket, this would be deemed proportionate, however, if the supporter receives a £3 discount on the price of a match ticket, this would not be deemed proportionate.

(c) if the visiting supporters have use of the only standing area in the ground, the admission prices charged for this area must be at least 10 per cent lower than the price charged for the cheapest covered seats. This arrangement does not apply to designated family sections; and

(d) if the visiting supporters have use of accommodation that is of an equivalent or lower ranking (using the table set out in Regulation 35.7.8) to that available to the home supporters, but the accommodation used by visiting supporters is reasonably considered to be of a higher standard for other reasons then the admission prices charged for this accommodation may be higher than the price charged to those home supporters in the equivalently or lower ranked accommodation. Any such increase shall be limited to such amount as is reasonably justifiable but in any event shall be no greater than 10 per cent of the value of the price charged to those home supporters. In the event of any dispute between two Clubs as to what amount is

reasonable, the dispute shall be referred to The League whose decision shall be final and binding.

35.7.10 Concessionary admission prices for senior citizens and children, if available to supporters of the Home Club, must also be available on a similar basis to visiting supporters.

35.7.11 Subject to Regulation 35.7.7, discounts or special promotions (in each case for up to a maximum of 4 matches in one promotion) made available to supporters of the Home Club must also be made available on a similar basis to visiting supporters.

Guidance

Under the Regulations should any Club wish to offer promotions or discounts for a specific match or across up to a maximum of 4 matches they must either (a) offer the discount or special promotion on a similar basis to visiting supporters or (b) seek the permission of the visiting club to run the promotion for home fans only. In the instance that an agreement cannot be reached it should be reported to the League for consideration. For example if a Club offered supporters the chance to purchase tickets for 3 named matches at a discounted cost i.e. 3 matches for £60, then permission should be gained from the 3 Visiting Clubs to run the promotion or the pro rate price i.e. £20 should be offered to the visiting supporters. Should the Club run an offer of buy two matches get the third match free, permission would only need to be sought from the Visiting Club for the third match that is offered free of charge.

35.7.12 This does not affect any Club's ability to offer full or part season tickets. There are no Local Promotions permitted under the Regulation as per previous seasons; any deviation away from the pricing plan submitted at the beginning of the season must adhere to the conditions mentioned above.

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

35.7.14 Payments for tickets sold by an Away Club together with details of tickets sold and the return of unsold tickets, must be made to (i.e. receipt of cleared funds by) the Home Club within seven working days of the date of the match taking place. Any Club making late payment shall:

(a) pay interest to the Home Club at the rate of 5 (five) per cent per annum over Barclays Bank base rate in force from time to time calculated on a daily basis, on the outstanding sum from the due date to the actual date of payment to the Home Club; and

(b) forfeit their entitlement to the 5 (five) per cent commission detailed in Regulation 35.7.3.

Guidance

A breach of this Regulation is designated a strict liability offence as detailed in Regulation 88.

35.7.15 Disabled supporters of the Away Club with general admission tickets must be situated with fellow Away Club supporters.

35.7.16 Regulation 35.7.15 shall apply unless any Club has been granted a dispensation by the Board. Any Club wishing to apply for a dispensation must have applied no later than one month before the first League match of the Season (or, in the case of a Club promoted from the National League, at the same time as their application for promotion in accordance with Regulation 10.1.3) setting out the grounds on which it seeks a dispensation, including:

(a) how it intends to comply with Regulation 35.7.15 and a timeline for doing so, and;

(b) how it plans to mitigate disabled supporters of the Away Club not being situated with other Away Club supporters.

Applications shall be determined by the Board in its absolute discretion. Save in the case of the most exceptional circumstances (again as determined by the Board in its absolute discretion) dispensations can only be granted on a Season by Season basis (up to a maximum of three Seasons from the 2024/25 Season). An application may be refused, granted or granted subject to such conditions as the Board may determine.

Guidance

For those Clubs granted dispensation by the Board, updates must be provided to the League as and when reasonably requested to demonstrate the progress being made by the Club to become compliant with Regulation 35.7.16 on or before the date the dispensation period ends.

35.8 **Match Footage**. Both Clubs and PGMO Officials will be provided, free of charge, by the League either a high-resolution and/or a low-resolution copy of the match footage of any match played under the jurisdiction of The League. All footage is uploaded digitally to a secure file transfer protocol site, following the conclusion of the match. Clubs shall not be permitted to:

35.8.1 duplicate any footage of such Video for financial gain; or

35.8.2 connect any recording device to any camera(s) or any other broadcast related network or equipment installed and/or operated by or on behalf of The League without first obtaining the written permission of The League.

Guidance

A breach of this Regulation is designated a strict liability offence as detailed in Regulation 88.

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

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

35.9.2 the screen shall be operated by a responsible person who is fully aware of the conditions covering its use;

35.9.3 the screen may be used to show live action and, when the ball is not in play, action replays of positive incidents; decisions issued by Goal Line Technology (in such format as The League may specify from time to time) and/or any other systems intended to aid the decision of Match Officials on the field of play; and

35.9.4 the screen shall not be used to show:

(a) action replays of negative or controversial incidents;

(b) any incident which may bring into question the judgement of any Match Official;

(c) the area of the trainers' bench;

(d) until substitute boards have been displayed, pictures of any substitute Player warming up or preparing to enter the field of play; and/or

(e) any material which would tend to criticise, disparage, belittle or discredit The League, any Club or any Official, Player or Match Official or to bring the game into disrepute,

unless utilised in connection with the use of Goal Line Technology and/or video assistant referees (in accordance with the guidelines issued by The League from time to time).

Guidance

As part of the League's commercial obligations to its Partners, Clubs are required to show commercial inventory as determined by the League on their Giant Screens from time to time; the League will provide Clubs with the relevant content and guidance in this instance.

36 **Medical Provisions**

36.1 Nothing in this Regulation, elsewhere in these Regulations or the Youth Development Rules replaces, reduces or affects in any way the obligations imposed on Clubs by statute and/or common law in the fields of medicine, occupational health and/or health and safety.

36.2 **Emergency Aid Provision at Matches**

36.2.1 It is the responsibility of the Home Club in matches played under the jurisdiction of The League to ensure that the following persons, as a minimum, are in attendance throughout the match:

(a) a registered Medical Practitioner with the General Medical Council ('**Team Doctor**');

(b) at least one paramedic trained in emergency medicine dedicated to dealing with on field matters ('**Paramedic**'); and

(c) one stretcher team, consisting of at least two carriers who have:

(i) appropriate levels of physical ability; and

(ii) undertaken in house training on safe packaging and extrication of injured players delivered by an ATTMiFF trained Doctor or senior physiotherapist,

all of whom must be sat in positions which allow immediate access to the pitch.

36.3 Clubs participating in the Championship Division shall ensure that throughout each League match a fully equipped, dedicated and appropriately insured ambulance suitable to carry an emergency casualty and staffed by a Person or Persons qualified to perform essential emergency care en route is available at the ground to transport any Player or Match Official requiring emergency treatment to hospital.

36.4 **Team Doctors**

36.4.1 Team Doctors must fulfil a programme of Continual Professional Development (CPD) as determined from time to time by the profession, attend education conferences and seminars organised by The Football Association and support the medical education functions of The Football Association.

Guidance

It is recommended that the Team Doctor should hold a recognised higher qualification in sports medicine i.e. UK Diploma as a minimum. If the Team Doctor does not hold a sports medicine qualification then it is recommended that a sports medicine qualified Doctor is brought in to the Club at least once per week as a consultant and that the Team Doctor works within their scope of practice and refers on accordingly.

Additionally to further ensure an adequate level of care and as further risk mitigation all clubs should have an Emergency Action Plan (EAP), signed and overseen by the head of the medical department who is GMC or HCPC registered, in addition to being ATMMiF qualified.

This EAP is the responsibility of the Club and should be submitted to The League prior to the start of the season as part of the medical information survey.

36.4.2 Each Team Doctor shall have successfully undertaken the full Football Association Advanced Trauma Medical Management in Football (the 'ATMMiF Certificate') course (or an equivalent course that is recognised and approved by:

(a) the Faculty of Pre-Hospital Care as equivalent to the ATMMiF Certificate); and

(b) The League),

in the preceding 36 months.

Guidance

Guidance issued by the Football Association confirms that the following courses will be recognised as equivalent and/or acceptable alternative qualifications to the AREA / ATMMiF course accepted under these Regulations are as follows:

- *FA: Advanced Trauma Medical Management in Football (ATMMiF)*
- *Corobeus Sports Consultancy: Emergency Medical Management in Individual and Team Sports (EMMiITS)*
- *RFL: Immediate Medical Management on the Field of Play (IMMOFP)*
- *RFU: Pre Hospital Immediate Care in Sport Level 3 (PHICIS)*
- *SRU: Medical Cardiac & Pitch Side Skills (SCRUMCAPS)*
- *Sports ER Advanced Plus**

Please note that although these equivalents will be accepted in accordance with the Regulations, any permanent member of staff will be expected to take the football specific qualification (ATMMiF) when their current qualification expires.

Clubs will be expected to provide The League via an online medical survey prior to the start of the season with the relevant details of their Team Doctor and any Cover Doctors' to be utilised throughout the season.

It is the Clubs' sole responsibility to ensure any medical qualifications for any medical personnel utilised on a match day are kept up to date and remain valid.

**Please note, the Sports ER Advanced Plus course has been approved as an acceptable alternative by The League Board only. It has not been approved/accepted by the FA, the Premier League or the National League.*

36.4.3 Championship Clubs shall ensure that (unless other appropriate arrangements are agreed with the Home Club) their Team Doctor also attends any first team away matches played under the auspices of The League.

Guidance

Whilst the Regulation does enable Clubs to make alternative arrangements between themselves, this is intended to cover the exceptional situations (e.g. unplanned absence) rather than a regular occurrence of the Away Team Doctor not travelling with the team. The League will not seek to intervene in disagreements regarding proposed arrangements and if agreement cannot be reached, the default position is that the Visiting Club must ensure it complies with the requirements of the Regulation.

36.5 **Therapists**

36.5.1 Each Club shall appoint at least one therapist at that Club as that Club's 'Senior Therapist'.

36.5.2 Subject to Regulation 36.5.3, a Senior Therapist must be a registered physiotherapist member of The Health and Care Professions Council (HCPC) and hold as minimum, a current ATMMiF qualification or an equivalent or higher qualification as otherwise approved by the Football Association from time to time.

36.5.3 All other therapists at a Club must:

(a) be a registered physiotherapist member of the HCPC;

(b) hold a degree in sports therapy and/or be registered with a recognised body entitling them to use the title 'sports therapist';

(c) hold a degree in sports rehabilitation and be registered with the British Association of Sports Rehabilitators and Trainers ('**BASRaT**'); or

(d) where appointed prior to 1 June 2011, have passed, as a minimum, The Football Association Diploma in the Treatment and Management of Injuries Course or an equivalent or higher professional qualification as otherwise approved by the Football Association from time to time,

and where involved in pitch side care or extrication, hold as a minimum a current ATMMiF qualification (or an equivalent or higher qualification as otherwise approved by the Football Association from time to time).

Guidance

As per guidance issued by the Football Association recognised qualifications accepted under our Regulations are as follows:

Equivalent:

- *Immediate Care in Sport Level 2 (ICIS Level 2)*
- *Higher – those qualifications listed in the Guidance to Regulation 36.4.2.*

Please note that although these equivalents will be accepted in accordance with the Regulations, any permanent member of staff will be expected to take the football specific qualification when their current qualification expires.

36.6 **Attending Players on the Field of Play**.

36.6.1 Any Doctor, therapist or other medical practitioner who is involved in pitch side care or extrication from matches played under the auspices of the League must hold a current ATMMiF qualification (or an equivalent and/or acceptable alternative or higher qualification as otherwise approved by the Football Association from time to time). All such individuals (other than Doctors and registered physiotherapist member of the HCPC) must undergo annual re-accreditation to be regarded as having a current ATMMiF qualification.

Guidance

Clubs will be expected to provide The League via an online medical survey prior to the start of the season with the relevant details of their Senior Therapist and any other medical staff utilised on a match day.

It is the Clubs' sole responsibility to ensure any medical qualifications for any medical personnel utilised on a match day are kept up to date and remain valid.

Recognised qualifications equivalent and/or considered acceptable alternatives to the ATMMiF course accepted under the Regulations are as follows:

- *FA: Advanced Resuscitation and Emergency Aid Certificate (AREA)*
- *Corobeus Sports Consultancy: Emergency Medical Management in Individual and Team Sports (EMMiITS)*
- *RFL: Immediate Medical Management on the Field of Play (IMMOFP)*
- *RFU: Pre Hospital Immediate Care in Sport Level 3 (PHICIS)*
- *SRU: Medical Cardiac & Pitch Side Skills (SCRUMCAPS)*
- *Sports ER Advanced Plus*

Please note that although these equivalents will be accepted in accordance with the Regulations, any permanent member of staff will be expected to take the football specific qualification (ATMMiF) when their current qualification expires.

36.7 **Head Injuries and Concussion**.

36.7.1 Each Team Doctor, Senior Therapist, Paramedic and any other Therapist shall, when present at any match or training, carry the pocket concussion tool as notified by The League from time to time.

36.7.2 Any Player who has sustained a concussive injury (whether in any match, at training or otherwise) shall not be allowed to resume playing or training (as the case may be) unless he has been examined and declared fit to do so by his Team Doctor or, if they are unavailable, by another medical practitioner who holds a current Football Association ATMMiF certificate or an equivalent or higher qualification as otherwise approved by the Football Association from time to time. In such circumstances, the welfare of the Player is paramount and the decision of the Team Doctor or other appropriately qualified medical practitioner as to whether the Player is fit to resume playing or training shall be final.

36.8 **Non First Team Matches**. For all matches at any level, other than the above (including at Academies), there must be in attendance, as a minimum, a holder of a valid Football Association Emergency First Aid in Football ('**EFAiF**').

Guidance

Pursuant to the Youth Development Rules, in matches at the Development and Foundation level the lead pitch side clinician provided by the home club should hold ITMMiF with annual reaccreditation and must be present on site at all times.

36.9 **Crowd Safety**. Clubs shall ensure that they have in place appropriate arrangements for the provision of Crowd Doctors, paramedics, ambulances and other medical facilities together with appropriate emergency plans as are required under the terms of the safety certificate issued in accordance with the provisions of the Safety of Sports Grounds Act 1975.

36.10 **Return to Training Protocols**. Each Club must comply with the Return to Training Protocols and Return to Match Day Protocol set out at Appendix 8. The League has the right to amend and/or replace the Return to Training Protocols and/or the Return to Match Day Protocol at any time provided that it provides Clubs with not less than 2 days' written notice of such amendments.

Guidance

Any protocols will be published on The League's SharePoint site accessed via the Club Portal system.

36.11 Each Club shall pay to The League such amounts as are notified by The League for the costs associated, or arising in connection, with the implementation of the Return to Training Protocol.

36.12 The League shall be entitled to deduct any such costs from any amounts payable to a Club by The League in accordance with these Regulations and the Articles of Association (including but not limited to by way of Basic Award). For the avoidance of doubt, in the event that the costs associated, or that arise in connection, with the implementation of the Return to Training Protocol exceed the amounts payable to a Club by The League, the Club shall be liable to pay The League such excess costs.

37 **Notification of Results and Referees' Marks**

37.1 Clubs must submit the results of League matches together with the names of the Players competing therein, in the manner directed by The League from time to time, within 72 hours of each League match or no later than 12 noon on the next Normal Working Day immediately after the match (whichever is the earlier).

Guidance

This means that if you have had a game on Friday or Saturday you must have submitted your Teamsheet on iFAS via the Club Portal by 12 noon on Monday and if you have had a Mid-Week match it must have been Submitted on iFAS via the Club Portal by 12 noon the next day e.g. Tuesday night by Wednesday 12 noon etc.

A breach of this Regulation is designated a strict liability offence as detailed in Regulation 88.

37.2 Clubs must submit their marking of the Referee's performance, in the manner directed by The League from time to time, within six days of each League match.

Guidance

The League requires all Referees marks and requests for feedback from PGMOL to be submitted through the MOAS system to be completed in a timely manner.

A breach of this Regulation is designated a strict liability offence as detailed in Regulation 88.

38 Championship Trophies and Medals

38.1 The Club declared the Champion Club of each Division shall hold the Championship Trophy of that Division until the next Season's League Competition is concluded. When the winners of the trophies shall have been ascertained they shall be handed over to such winners who shall return the same to The League on or before 1 May in the following year in like good order and condition, provided always that the winning Club shall, from time to time throughout the year, on request from The League, release the trophy to The League for such purposes as The League shall require.

Guidance

Upon return of the original to the League, the club will be presented with a ¾ size replica of the winning trophy.

38.2 The League shall present to the Championship Club of each Division 30 souvenirs comprising 25 for the Players, one for the chief administrator/club secretary, one for the Manager, one for the Senior Therapist and two for staff other than Players. It shall be the responsibility of the Club to determine to which of its Players the souvenirs should be presented. Additional souvenirs may be presented with the consent of The League.

Guidance

To be eligible to receive a Championship, League One or Two winners medal, a Player must have been named on the team sheet in at least 25% of the Club's league fixtures in that season. Any medals agreed over and above those detailed above will be at cost to the Club concerned.

39 Registration of Playing Kits

39.1 During the Close Season, each Club shall notify The League in writing details of its 'home' and 'away' kit (shirt, shorts and socks) and if applicable any 'third' set of kit. Each set of kit registered must differ visibly from and contrast with each other kit registered by the Club in that Season. No changes either in the kit or combination of colours of kits shall be permitted during the course of the Season.

39.2 Save as, provided for in Regulation 39.3 and 39.4, the 'home' shirt registered by each Club will be worn for all Home matches during the next following Season.

39.3 In circumstances where an 'away' Club cannot wear any of its kits (or combination of its kits) without causing a potential kit clash, the Home Club shall be able to wear any combination of its registered kit

in order to avoid the potential kit clash (including but not limited to wearing an 'away' or 'third' shirt for a Home match). The League shall inform all other Clubs, Referees and Assistant Referees of such details.

Guidance

Any kit provided by a Club pursuant to Regulation 39.5 will be retained by The League and shall be returned to each Club (at their request in writing by 1 March in each Season) or sold by The League with the proceeds being donated to charity.

For the avoidance of doubt, a 'kit' constitutes a set of shirt, shorts and socks.

When considering selection of colours of shirts / shorts / socks, Clubs should have regard to the guidance issued by the Football Association on helping those affected by colour blindness, a copy of which is available on The League's SharePoint site accessed via the Club Portal system. Clubs are therefore expected to have sufficient registered kits available so they can be worn as required (taking into account regard to the guidance issued by the Football Association on helping those affected by colour blindness) for each Fixture for the duration of the Season.

The order or precedence when determining kit colours for any fixture is as follows:

1. *Home Club – Outfield;*
2. *Away Club – Outfield;*
3. *Home – Goalkeeper;*
4. *Away – Goalkeeper; and*
5. *Match Officials.*

39.4 Clubs must notify The League of their chosen colours for all new 'home', 'away' and 'third' sets of kit at the planning stage to enable The League to provide approval, not to be unreasonably withheld, before Clubs place any orders for kit with their respective manufacturers. When registering kits, Clubs must ensure that the colour of the shirt, shorts and socks for each kit is different to and would sufficiently contrast against the other kits registered by the Club and that complete sample pictures of each physical replica home, away, third kit plus goalkeeper kits are sent to The League at least three weeks before the start of each Season.

Guidance

Pictures of replica kits must be taken consistently against a contrasting background, representing the attire as precisely as possible. Please also avoid any daylight or shadow that could distort the colours. Pictures must also show:

- *The front and back of each playing kit combination;*
- *The physical shirt, short and socks together;*
- *The number on the front of the shorts and the name and number on the back of the shirt;*
- *Any shirt sponsors and charity (or other permitted) logos to be used. Where any changes are made throughout the Season to any such logos, updated pictures meeting these requirements must be submitted to The League at the earliest opportunity.*

Separate pictures must be taken and submitted for every possible combination.

39.5 The League may from time to time still require a physical sample of any Club's kits in order to carry out certain checks (for example, but not limited to, in relation to number contrasts). Clubs must comply with any such requests of The League.

39.6 Each Club is authorised on one occasion per Season to play a Home match in an alternative kit (in addition to any changes permitted in accordance with Regulation 39.3). The League reserves the right to relax this restriction in respect of play-off matches after consultation with Clubs.

39.7 The Away team will, not less than 7 days before the scheduled match, submit to The League, Match Referee and their opponents the details of the colours of shirts, shorts and socks of all Players. In the event that The League requires either Club (Away or Home) make amendments to its selection, the Club will, within 24 hours of receiving the notification of the same, resubmit its selection to The League, Match Referee and opponent.

Guidance

A breach of this Regulation is designated a strict liability offence as detailed in Regulation 88.

39.8 The colour of the Goalkeeper's shirt must, in all cases, be clearly distinguishable from the colours of the shirts worn by the Match Officials and all other Players.

39.9 In adverse weather conditions the Goalkeeper may wear tracksuit trousers acceptable to the Referee.

39.10 '**Shirt**' in the context of this Regulation shall also include 'Jersey' where applicable.

39.11 The colours of clothing worn by ball assistants must not clash with the colours of either of the competing Clubs.

39.12 The shirts of all Players in matches played under the jurisdiction of The League shall include such sleeve badge(s) in such format as The League shall prescribe. There shall be no form of words, advertising, badge or other logo above or below the sleeve badge(s) except as permitted by The League.

Guidance

A breach of this Regulation is designated a strict liability offence as detailed in Regulation 88.

39.13 No other logos, words or other designs may be printed or embroidered on the shirts, shorts or socks without the prior written permission of The League. Permission will only be granted for:

39.13.1 local promotions, campaigns or charity initiatives;

39.13.2 supporting The League's nominated charity partner and/or other initiatives (as notified by The League from time to time);

39.13.3 discrete inclusion of a unique number for each Player that represents their place in the chronological list of Players to appear for that Club; and/or

39.13.4 a discreet logo or wording used in conjunction with the Club's crest to commemorate significant matches or the Club's history,

and where such permission will not cause the Club to breach the requirements of any Football Association regulations relating to kit advertising.

Guidance

Clubs are reminded that any advertising on any piece of playing kit or equipment must comply with the rules of the Football Association and any commercial restrictions and guidance supplied by the League.

Clubs shall be permitted to register a 'third kit' at any point during the season save that only one 'third kit will be allowed to be registered in any one season.

In relation to Charity Shirts clubs should adhere to the Football Association guidelines.

The FA Kit and Advertising Regulations state '…..the officially designated name, logo or emblem of a registered charity may appear only once on shirts…….Before any such charity name, logo or emblem is used on a kit, permission must be granted from the Competition in which the kit is to be worn. Such permission may only be granted on a maximum of three occasions in any one season'.

40 **Referees and Assistant Referees**

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

41 **Managers**

41.1 Subject to Regulations 41.3 and 41.4:

41.1.1 all Managers in the Championship must hold a minimum of the UEFA A Licence and be working towards completing the UEFA Pro-Licence within 3 years of appointment.

41.1.2 all Managers in League One and League Two must hold a minimum of the UEFA B Licence and be working towards completing the UEFA A Licence within 3 years of appointment.

41.2 Where a Club is promoted from League One to the Championship and that Club's Manager does not hold the UEFA A Licence, the Manager shall have until 31 July in the following Season in which to obtain the UEFA A Licence.

41.3 Where a Club appoints a Manager on an interim basis that individual does not need to meet the qualifications set out in Regulation 41.1 above provided always that this dispensation shall not last beyond the end of the Season in which they are appointed. Further, Clubs may not appoint any individual who has already held an interim Manager position at a Club under this Regulation unless and until such time as they have acquired the qualification(s) required under Regulation 41.1.

Guidance

This only applies for any individual who does not meet the qualifications set out in Regulation 41.1. For the avoidance of any doubt if the individual holds the required qualification, there are no restrictions on the individual from holding the position of Manager on an interim basis.

41.4 Where a Manager at a Club held the role of Manager at a Club or Premier League Club (or any club in any other league of an equivalent standing to The League or Premier League, as determined by the League, acting reasonably) on or prior to the 10 June 2011 then that Manager does not need to comply with the provisions of Regulation 41.1 must instead hold the Football Association Coaching Diploma (or suitable alternative, as approved by The League).

41.5 References in this Regulation to a particular UEFA qualification may, subject to the prior approval of the League, include:

41.5.1 a 'recognition of competence' issued by UEFA (in accordance with the UEFA Coaching Convention) confirming that the individual has achieved an equivalent standard; and

41.5.2 any equivalent qualification recognised by any other Confederation of FIFA.

41.6 Contracts of employment between a Club and a Manager shall include the standard clauses set out in Appendix 7.

Guidance

All Clubs are expected to provide the League with confirmation of any managerial appointments made (both permanent and interim) and provide satisfactory evidence of any qualifications held.

Please see Regulation 126 for provisions relating to recruitment processes for first team managers.

42 **Pre-Season Meetings**

42.1 All Clubs are required to procure that their Manager attends, in person, an annual pre-Season meeting organised by The League, and failure to do so without just cause shall be a breach of these Regulations.

42.2 By no later than 25 June in advance of each Season, each Club must notify the League of two dates (each of which shall be before the Club's first League match of the Season) on which each of its Contract Players will be available for a meeting to be attended by the League, Football Association and/or PGMOL. The League will then notify the Club as soon as possible thereafter on which of the two dates provided the meeting will take place. Failure to attend this meeting (in the case of a Contract Player) or to take reasonable steps to ensure the attendance of each of its Contract Players at this meeting (in the case of a Club), save in exceptional circumstances, shall be a breach of this Regulation.

SECTION 6 PLAYERS

43 Transfer Windows

43.1 The Summer Transfer Window shall commence on the later of:

43.1.1 00:01 on the day immediately following the last day of the Season; or

43.1.2 00:01 on the date 12 weeks prior to the date on which it is to conclude (in accordance with Regulation 0).

Guidance

Where a Summer Transfer Window is scheduled to close at 23:00 on 31 August, the transfer window will open at 00:01 on 8 June being that date 12 weeks prior to 31 August.

43.1A Without prejudice to Regulation 43.1, for 2025 only the Summer Transfer Window shall operate for an additional period from 00:01 on Sunday 1 June 2025 to 23:00 on Tuesday 10 June 2025.

Guidance

For the avoidance of doubt, the 2025 Summer Transfer Window will be closed between 23:00:01 on Tuesday 10 June 2025 and 00:01 on Thursday 12 June 2025.

This Regulation 43.1A shall be automatically removed following the 2025/26 Season.

43.2 The Summer Transfer Window shall conclude as determined by the League. The League shall determine the time the Summer Window closes after consultation with the Premier League and Football Association.

43.3 The Winter Transfer Window in any Season shall:

43.3.1 commence at 00:01 on 1 January; and

43.3.2 shall end on 31 January next (at a time to be determined by the League),

or at such other date and time as the League shall determine in accordance with Regulation 43.4.

43.4 If:

43.4.1 the Winter Transfer Window is scheduled to end on a day which is not a Normal Working Day; and/or

43.4.2 the League determines that the Winter Transfer Window shall commence at a date and/or time other than 00:01 on 1 January after consultation with the Premier League and Football Association,

then the League shall also have the discretion to amend the time and/or date upon which the applicable Transfer Window(s) shall be deemed to end.

Guidance

See the guidance under Regulation 44.8 about The League's approach on deadlines.

43.5 Where the opening date of the Winter Transfer Window (whether in accordance with Regulation 43.3, or following a determination of an alternative date in accordance with Regulation 43.4) could (having regard to the operation of Regulation 44.8) result in some Clubs being unable to register Players for the round of League matches scheduled on or around that opening date, but others would, then The League shall be entitled to withhold confirmation of registration (for the purposes of Regulation 44.8.2) until the next following League match.

Guidance

The purpose of this Regulation is to give The League an element of flexibility in its application. By way of example, in Season 2020/21 it was applied as follows:

- *the Winter Transfer Window in Season 2020/21 opened on 2 January 2021.*
- *In the Championship division, match round 23 was scheduled for 2 January 2021 and some fixtures were moved to 3rd / 4th January 2021 to accommodate TV selections.*

In order to ensure that all Clubs were treated equitably for match round 23, the League withheld confirmation of registration for applications lodged on the morning of Saturday 2 January 2021, until after completion of match round 23, so Clubs selected for TV did not gain an advantage over the majority of Clubs who would play at 3pm on the Saturday.

44 **Registration of Players**

44.1 Unless otherwise permitted by Regulation 44.2, registrations of Players are only permitted during a Transfer Window.

44.2 Subject always to the provisions of Regulation 44.3, after the expiry of each Transfer Window in each Season registrations of Players and transfers of registrations will, except as permitted in Regulation 58, be declined or will only be approved:

44.2.1 where the Player is an Out of Registration Player;

44.2.2 where the Player was last registered as or is being registered as a Scholar or Academy Player (subject to such conditions by which the Club making the application and the Player shall be bound); and/or

44.2.3 if agreed by The League (including where the Player was last registered with a Club (or club) which has ceased to trade, including during the Closed Period) subject to such conditions as determined by The League and by which the Club making the application and the Player shall be bound.

44.3 Where any new registration or transfer of a Player is received by The League after 5pm on the fourth Thursday in March in each Season, that Player will not be eligible to play in any match organised by The League in that Season, except as permitted in Regulation 58.

Guidance

The fourth Thursday in March is the traditional 'transfer deadline day' and remains in place to ensure Clubs cannot add to their squad for the final remaining fixtures of a Season thus impacting on the integrity of the competition in those final stages. This deadline is also used in other contexts – see for example the requirements on full strength sides in Regulation 25.1.

Academy Players will not be caught by this restriction in respect of non-first team matches. However, Clubs will not be permitted to register an Academy Player after this date and then utilise him in League matches.

44.4 A Registered Player is one who has signed an appropriate registration form or forms and/or contract (such signature to be witnessed by a second person) and whose registration has been approved by The League. Notwithstanding the foregoing, only those Academy Players over the age of 15 years on 1 September in any given Season may play football for a Club's first team in that Season, and then may only do so with the written permission of his Parent, his school's head teacher and the approval of The League.

Guidance

Registration of Players – FIFA Article 5.3 – Three & Two Rule

In accordance with FIFA Regulations a Player may be registered with a maximum of three clubs during one season. During this period, the player is only eligible to play in official matches for two clubs. As an exception to this rule, a player moving between two clubs belonging to different associations with overlapping seasons (i.e. start of the season in summer / autumn as opposed to winter/spring) may be eligible to play in official matches for a third club during the relevant season, provided he has fully complied with his contractual obligations towards his previous clubs.

Clubs are advised that domestically the above applies to all registrations except Non-League, Short Term and Youth Loans, although Foreign Associations may include these loans as counting towards the rule. Clubs should take this into account should a Player in these circumstances be considering a move to another Association, whether on a temporary or permanent basis. More detailed guidance is published on the Club Portal on a season by season basis – please refer to the Player Administration Section of the service.

44.5 No Player may play in any competition organised by The League unless and until his registration has been so approved.

Guidance

A Player's registration will not be completed until all the required documentation, clearances and monies have been received by the League and found to be in order. Only the receipt by the registering Club of confirmation of registration will determine the eligibility of the Player to play in League matches. International clearance and receipt of monies are not required prior to the deadline but must be received before the Player plays.

Once a Club has received confirmation of registration from the League, it must ensure its squad numbers/squad lists are updated on iFAS via the Club Portal, where applicable.

Clubs are also able to use iFAS on the Club Portal to check the availability of Players for any fixture.

44.6 It shall be the responsibility of all Clubs playing in any competition organised by The League to ensure that all Players are so registered. Failure to do so constitutes misconduct.

Guidance

Registration is now carried out via an online process through iFAS on the Club Portal. Only in rare cases will it be necessary to email registration documents to The League. If documents are sent via email Clubs will receive an automated response when emailing registration documents to playeradmin@efl.com. If a Club does not receive this auto-acknowledgement, it should notify the Player Administration department. The auto acknowledgement is not a confirmation of registration.

In the absence of confirmation by The League confirming a Player's registration, Clubs should always check a Player's eligibility by telephone or via iFAS on the Club Portal. The penalties for playing an ineligible Player can be severe – see Regulation 45.2.

44.7 An additional copy of the appropriate registration papers shall at the same time as a copy is despatched to The League be despatched to The Football Association.

Guidance

It is imperative registration documents are also sent to, and you obtain confirmation of registration from, the Football Association. For those registration types that are completed online, the system manages that process for you. The reason is that it is the Football Association that is responsible for the application of any applicable FIFA Regulations (for example, confirming whether a player requires an International Transfer Certificate), and will also be able to advise on any 'work permit' requirements for overseas players. Separate guidance on those requirements (now known as Governing Body

Endorsements) is published on the Club Portal on a season by season basis – please refer to the Player Administration Section of the service.

For Players requiring international clearance, please note that the FIFA Transfer Matching System operates with a strict deadline at the closure of each Transfer Window.

44.8 Subject to Regulations 44.2, 44.3, 44.9 and 58, a Player will only be eligible to play in a match organised by The League if:

44.8.1 the appropriate forms for his registration or the transfer of his registration (including, for the avoidance of doubt, Temporary Loan Transfers) are submitted (in such manner as the League shall specify from time to time) to and received by The League by 12.00 noon on the day prior to the date of such match and confirmed by the League to be in order; and

44.8.2 in respect of any League match to be played after the date for submission of the Squad List (as determined in accordance with Regulation 44.9.3 but excluding any League match played during the Winter Transfer Window), the Player:

(a) is included on the Squad List; or

(b) is not required to be included within the Squad List in accordance with Regulation 44.9.2.

Guidance

All registration types are now required to be submitted via an online registration system which is shared between The League, Football Association and the Premier League.

Application of the Deadline and 'Quick Applications' – see separate guidance document found on The League Portal.

Regulation 44.2.1: See also the guidance under the definition of Out of Registration Player. Unless otherwise agreed, Players registered at any level including on a Non-Contract registration are not deemed to have 'out of registration player' status if still registered during a Closed Period.

Regulation 44.2.2: Players being registered as an Academy Player (YD4, Scholar) are not subject to the same restrictions as an Out of Registration Player.

Regulation 44.2.3: is not intended to provide Clubs with the opportunity to register new players outside of the existing transfer windows and have those players eligible to play. The purpose of this Regulation is to deal with those exceptional circumstances which arise from time to time and conditions around ineligibility to participate in matches will be part of any conditions imposed.

A Player registered on a Standard Loan in accordance with Regulation 55.10 at a Club may subsequently be permanently transferred to that Club at any time including during a Closed Period.

Academy Players will not be caught by these restrictions in respect of non-first team matches. However, the League reserves the right to impose restrictions on first team eligibility e.g. in circumstances where applications could be considered to be trying to register players who are ostensibly professional players as scholars (e.g. when 17 or 18) to avoid the application of transfer windows.

44.9 **Squad Lists**

44.9.1 Clubs shall be permitted to name up to a maximum number of Players in their Squad List based on the following provisions:

(a) in respect of Championship Clubs, 25 Players of which a minimum of 8 must be a Home Grown Player; and

(b) in respect of League One and Two Clubs 22 Players of which a minimum of 8 must be a Home Grown Player.

44.9.2 The following Players do not need to be included in the Squad List to be eligible to play in League matches:

(a) in respect of Championship Clubs, any Under 21 Player (save for any Under 21 Player who is registered with the Club on a Temporary Loan Transfer); and

(b) in respect of League One Clubs and League Two Clubs:

(i) any Under 21 Players; and

(ii) goalkeepers.

Guidance

Clubs are required to declare whether or not a Player is a goalkeeper when submitting a registration application. Inaccurately declaring an outfield Player as a goalkeeper will constitute misconduct as a breach of the Club's obligation to behave towards the League with the upmost good faith (as per Regulation 3.4).

Under 21 Players who are on Loan to Championship Clubs are counted towards the 25 Player limit for the purpose of the Squad List Regulation.

44.9.3 Each Club shall submit its Squad List to The League:

(a) within 24 hours of a Transfer Window; or

(b) such other date and time as may be notified by the League.

Guidance

The inclusion of this power is to amend the deadline for submitting Squad Lists where the 24 hour deadline would impact on a weekend/bank holiday.

44.9.4 A Club shall apply to:

(a) include a Player on its Squad List; and/or

(b) remove a Player from its Squad List,

by submitting a request to that effect to The League (in such manner as The League shall direct from time to time).

Guidance

All details to be uploaded via iFAS.

44.9.5 A Player shall be deemed to have been included or removed from a Club's Squad List on receipt of The League's confirmation of the same (which may be given electronically).

44.9.6 Changes to a Squad List may be made:

(a) during the period of a Transfer Window; and

(b) at other times only with the permission of The League.

Guidance

Changes inside a Transfer Window

Changes to the Squad List can be made at any time during the Transfer Window.

Clubs do not need to apply to The League for approval to make the change, Clubs only need to make the changes via iFAS.

In order to be eligible for a League match during the Transfer Window, the Player (unless an exclusion applies) must be registered with The League and be included on the Squad List before the relevant League match. The League recommends uploading the updated Squad List not less than 24 hours before the relevant League match.

Changes outside of a Transfer Window

The League will only consider granting permission to make changes to the Squad List outside of a Transfer Window where:

- *the Club's current Squad List contains less than the maximum number of Players permitted to be included on the Squad List and the Club wishes to add an Out of Registration Player or another Player registered with the Club but not currently included on the Squad List, or;*
- *in other truly exceptional circumstances to include but not be limited to those set out in the note from Player Admin found on The League Portal.*

44.9.7 The League will publish each Club's Squad List and a list of all other Contract Players eligible to participate in League matches but are not included on the Squad List, on the League's official website within 7 days of the closing of a Transfer Window.

44.9.8 Where a Club has a change to that Club's Squad List approved pursuant to Regulation 44.9.6(b), the Club must notify its upcoming opponent of such change promptly on receipt of approval and in any event prior to the deadline for the submission of the Team Sheet under Regulation 34.5.

Guidance

A breach of this Regulation is designated as a strict liability offence as detailed in Regulation 88.

44.9.9 Clubs must publish their Squad List on the Club's official website and ensure that such publication is up to date at all times.

45 Breach of Conditions of Registration

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

45.2 Any Club playing an unregistered or ineligible Player in a League match may have three points deducted from its score and/or be liable to such other penalty as a Disciplinary Commission may decide.

45.3 Any Club playing, in a match under the auspices of The League, a Player who is under suspension by The Football Association may have three points deducted from its score and/or be liable to such other penalty as a Disciplinary Commission may decide.

46 Types of Registration

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

Full Contract	Regulation 64
Non-Contract	Regulations 60 and 61
Multiple Monthly	Regulation 63
Standard Loan	Regulation 56.1
International Loan	Regulation 57

Emergency Goalkeeper Loan	Regulation 58
Academies	Regulation 62
Scholarship Scheme	Regulation 62

Guidance

The following documents are required for each particular registration. The online registration system will also advise if any further documents are required based on the circumstances of any particular case:

Full Contract

- *Standard Playing Contract*
- *Registration Form G(1)/G(2) (but not required if you are lodging an updated contract for a Player already registered for you)*
- *Financial agreement or letter confirming that no fee is involved in the acquisition of the player's registration*
- *Confirmation that the Player is entitled to claim the status of 'Out of Registration Player' where applying to register outside a transfer window.*
- *Bonuses (unless indicated on Schedule 2 of the standard playing contract that bonuses are not applicable)*
- *Form IM1 (if applicable)*
- *International Transfer Certificate (if applicable)*

Permanent Transfers

- *Standard Playing Contract*
- *Transfer Form H1 (EFL/Premier League)*
- *Registration Form G(1)/G(2) (if coming from any other club outside of the EFL or Premier League)*
- *Bonuses (unless indicated on Schedule 2 of the standard playing contract that bonuses are not applicable)*
- *Financial agreement or letter confirming that no fee is involved in the acquisition of the player's registration*
- *Monies including VAT and 5% levy - Regulation 52 refers (if applicable).*
- *Form IM1 (if applicable)*
- *International Loan/Transfer declaration form (if coming from abroad)*
- *International Transfer Certificate (if applicable)*

Non-Contract

- *Copy of EFL Non-Contract Registration Form (EFL6)*
- *Letter stating financial provisions*
- *Confirmation that the Player is entitled to claim the status of 'Out of Registration Player' where applying to register outside a transfer window.*
- *Bonuses (if applicable)*
- *International Transfer Certificate (if applicable)*

Multiple Monthly

- *Contract*
- *Multiplicity Registration Form G(1)/G(2) – section b) to be completed*
- *Bonuses (unless indicated on Schedule 2 of the contract that bonuses are not applicable)*
- *Confirmation that the Player is entitled to claim the status of 'Out of Registration Player' where applying to register outside a transfer window.*
- *Form IM1 (if applicable)*
- *International Transfer Certificate (if applicable)*

Monthly Contract (1st Month Only)

- *Contract*
- *Registration Form G(1)/G(2)*
- *Bonuses (unless indicated on Schedule 2 of the contract that bonuses are not applicable)*
- *Confirmation that the Player is entitled to claim the status of 'Out of Registration Player' where applying to register outside a transfer window.*
- *Form IM1 (if applicable)*
- *International Transfer Certificate (if applicable)*

Monthly Contract (2nd and Subsequent Months)

- *Monthly Registration Form G(1)/G(2) – section c) to be completed*
- *Form IM1 (if applicable)*
- *Contract not required unless terms are amended*

Standard Loans (From EFL/Premier League/Non-League)

- *Standard Loan Form H(4)*
- *Bonuses (if applicable)*
- *Form IM1 (if applicable)*
- *Financial Agreement and Loan Fee (if applicable)*

International Loans

- *Contract*
- *Registration Form G(1)/ G(2) – Section (a) or (b) whichever is applicable*
- *Bonuses (unless indicated on Schedule 2 of the contract that bonuses are not applicable)*
- *Form IM1 (if applicable)*
- *Declaration Form for International Loan/Transfer*
- *Loan agreement between both clubs*
- *International Transfer Certificate (if applicable)*

Emergency Goalkeeper Loan

- *Temporary Transfer Registration Form EL*
- *Bonuses (if applicable)*

- *Independent medical certificates*

Academy

- *YD4 (together with a Code of Conduct)*
- *Copy of Birth Certificate or Passport (first registration only)*
- *Proof of address (e.g. utility bill)*
- *International Transfer Certificate (if applicable)*

Scholarships

- *Scholarship Agreement*
- *Registration Form G(4)*
- *Bonuses (if applicable)*
- *Birth Certificate/Passport (copy)*
- *Compensation Agreement (if applicable)*
- *Form IM1 (if applicable)*
- *International Transfer Certificate (if applicable)*

Loans to non-league clubs

- *H3 (for Standard Loan and Short Term Loan into non-league)*

  OR
- *Youth Loan Form*
- *Form IM1 (if applicable)*

Work Experience

- *Standard Work Experience Form*

Two Match Rule

- *Letter from parent club granting permission in accordance with FA Rules*

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

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

46.4 No Club, Official or Player shall directly or indirectly make or offer to make any payment whatsoever in cash or in kind to Players or their families or any other person as an inducement to sign other than those provided for in these Regulations. Any Club, Official or Player in breach of this Regulation shall be guilty of misconduct.

47 **Registration Forms**

47.1 In order to register a Player the prescribed contract, registration form and/or transfer form signed on behalf of the Club by either the chairperson, club secretary or any duly appointed signatory must be sent to The League within five days of the Player's signature and are subject to the approval of The League. The receipt by the registering Club of confirmation of registration shall determine the eligibility (and the effective date of eligibility) of the Player to play in League matches.

Guidance

For the purposes of this Regulation, any other 'duly appointed signatory' (otherwise known as 'Authorised Signatories') must submit to the Owners' and Directors' Test.

Note, Regulation 64.3 provides that contracts can be signed by (a) the chairperson alone or (b) any other director and one other authorised signatory.

The Board has previously confirmed (Season 2010/11) that irrespective of whether or not a Club is formally embargoed, The League reserves the right under this Regulation to decline the registration of a player in the event that the Club concerned has demonstrated that it is unable to meet its existing financial obligations. Whilst most liabilities are already specifically covered under the Regulations, there can be cases where Clubs have to demonstrate an inability to meet their other debts as and when they fall due which are not directly covered by the Regulations, and if those Clubs were permitted to continue unfettered in the transfer market this could undermine the integrity of The League's competitions and the public reputation of The League as a whole. The prospect of declining registrations outside of an embargo is only seen as an exceptional event and will only be deployed when The League deems that the circumstances are unusual enough to require this course of action.

47.2 **International Transfer Certificate**. Any Player who last played (or was registered to play) for a club affiliated to a national association other than that to which the Club which is applying to register him is affiliated shall not be eligible to participate in a match played under the auspices of The League unless The League has received written confirmation from the Club's national association that an International Transfer Certificate has been issued in respect of the Player in accordance with the requirements of the Football Association. This includes any Player returning from a period on loan at a club affiliated to a national association other than the Club to which the Player is returning.

47.3 In addition to the forms and documents specifically required by these Regulations, a Club shall submit to The League:

47.3.1 any contract it proposes to enter into which gives the Club or any other party to the proposed contract any rights relating to the transfer of the registration of a player at a date in the future from or to the Club or any rights relating to the employment of the player by the Club; or

47.3.2 any contract it proposes to enter into which gives the Club or any other party to the proposed contract the right to receive payments in respect of a Player.

Any such proposed contract shall be subject to the approval of The League. In deciding whether to give such approval The League shall have regard to (without limitation) Section 10 of these Regulations.

Guidance

The League has in the past made a number of determinations in the context of whether to grant approval or not under Regulation 47 both in the context of this Regulation, but also considering the application of Regulations 51 and 125. The following examples are offered as guidance but each such application will be considered on its own merits at the applicable time:

Options to acquire Players. The League will permit a Club to conclude an option to transfer a player at a date in the future, provided that it is subject to the consent of the Player at the time of the exercise of the option, prior approval in accordance with Regulation 47.3 and it being with a club or Club in a different Division. In addition, the League will allow Clubs and a Player entering into a standard loan to

include an option to acquire the Player permanently at some future date prior to the 3rd Saturday of May and prior to the end of the loan period, to include agreements between the new Club and the player binding them to a standard contract if the option is exercised.

Buy-back clauses. The League does not accept buy back clauses in financial agreements, however, it is acceptable to have an option to match any offer that another club makes for that Player.

47.4 No Image Contract or other agreement entered into by a Club may vary or affect the rights and obligations set out in clause 4 of the Standard Contract.

Guidance

The League will only object to any such clause where the amendments affect the rights granted to, or the obligations owed to The League (as such clauses will vary Club / Player obligations).

47.5 An application to register a Player shall be accompanied by such evidence as the League may require to demonstrate that the Player may take up employment in the United Kingdom, and the League shall not confirm that he is eligible to play for the Club applying to register him until the League has received such evidence.

Guidance

In addition to any requirement for an International Transfer Certificate, Clubs should consider whether an overseas player has a right to work in the UK without further permissions. As a general rule, players from outside the United Kingdom or European Economic Area will require a Governing Body Endorsement from the Football Association. Separate guidance on those requirements is published on the Club Portal on a season by season basis – please refer to the Player Administration Section of the service.

47.6 Any Player whose right to work expires will be ineligible to play in any matches played under the auspices of The League from the date of such expiry until such time as new evidence demonstrating the Player's ongoing right to work is uploaded to iFAS and approved by The League. This includes any Player given a time limited right to work following an application under the EU Settlement Scheme.

47.7 Where the Player does not have the right to take up employment during the period of the proposed registration, the League has the power to determine whether to permit the application for the registration of the Player (for the purposes of then allowing the Player to go out on Temporary Loan transfer in accordance with Regulation 55.6) or not. In considering any such application to register the Player, the League shall have regard to all the circumstances of the case including but not limited to the likelihood of the Player acquiring the right to take up employment in the United Kingdom during the period of the proposed registration.

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

48 General Provisions Relating to Player Transfers

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

otherwise requires, references to a Club or Clubs shall be taken to include reference to Premier League clubs.

48.2 **Transfers of a Contract Player whilst under Contract**. During the currency of a contract of a Contract Player the transfer of his registration from Transferor Club to a Transferee Club must be by writing on the prescribed form in which shall be set out full particulars of all financial and other arrangements agreed between the Transferor Club and the Transferee Club and which shall be signed by a properly authorised Official of each of the two Clubs concerned and forwarded to The League for approval and registration together with a copy of the Standard Contract (as defined in Regulation 64.2) with the Transferee Club. The Transferee Club must comply with Regulation 50. Such Contract Player does not become a Registered Player of the Transferee Club seeking his transfer until the Club has received from The League a confirmation of registration and will not be eligible to participate in matches until the date set out in the confirmation, such date to be determined by The League in accordance with the provisions of Regulation 44. The registration of a Contract Player released by his Club or by the Board shall be automatically cancelled, without prejudice to the retention of compensation rights where permitted by these Regulations. In the case of a Player whose registration is cancelled for any reason whatsoever the Club must notify The League immediately in writing. It is the responsibility of the Club seeking the transfer of a Player to have satisfied itself as to the Player's fitness.

Guidance

See the guidance to Regulation 46.1 for details of what forms are required on the registration of the transfer of a player's registration.

FIFA Regulations prohibit the inclusion of clauses into a contract of employment which seek to make the transfer conditional on (a) a Governing Body Endorsement or (b) a successful medical. However, Clubs may wish to include provisions stating that any transfer agreement is subject to the agreement being registered by The League and the Player being confirmed as eligible to play for the Club.

48.3 **Transfer of a Non Contract Player**. A Non Contract Player is transferred by cancelling his registration form and by re registration by his new Club. Any cancellation of a Non Contract Player's registration must be notified to him in writing within seven days and The League similarly informed.

48.4 **Retention of registration**. Clubs shall not transfer The Football Association registration whilst retaining The League registration of any Player without informing The League.

Guidance

This can be avoided by ensuring that any and all registration forms for players (including Scholars but not any other Academy Players) are lodged with both the FA and The League at the same time in accordance with the requirements of Regulation 44.7.

48.5 A Player whose registration is permanently transferred by a Club, or whose registration is cancelled for the purpose of joining any other Club, shall not subsequently be re-registered for the original Club within a period of twelve months from the date he left that Club, except with the prior consent of The League. However, a Player whose registration is permanently transferred may return to his original Club (provided that Club is a Member Club) within twelve months on a Standard Loan transfer in accordance with the provisions of Regulations 55 to 57 provided the circumstances of such an arrangement receives the prior written approval of The League, such approval not to be unreasonably withheld.

Guidance

To ensure that sale and loan back arrangements cannot be construed as financial support from one club to another, The League will require the Club selling the Player and then taking him back on loan to

contribute towards the Players' basic wage to a level at least equivalent to that which was payable under his standard contract prior to the transfer.

49 **Conditions of Transfer**

49.1 The terms and conditions of all transfers of registration including a copy of the agreement referred to in Regulation 48.2 must be forthwith submitted to The League. Similar details must be received in respect of all Players signed for a fee from abroad. All transfer arrangements in respect of Contract Players are subject to the approval of the Board. Transfers shall not be registered until The League is satisfied that any Transfer Fee or Compensation Fee due at the time of registration has been paid or its payment adequately secured.

Guidance

Clubs cannot have any form of agreement pursuant to which the Player is unable to play against the Club he has transferred from. Such clauses are only permissible in loan agreements in accordance with Regulation 55.8.

Any dispute between two Clubs will be referred to arbitration in accordance with Section 9 of these Regulations. Any disputes between Clubs in different Leagues in the English pyramid should be referred to arbitration under FA Rule K. Any dispute between Clubs in different National Associations (with the exception of the Welsh Clubs playing in the English pyramid) should be referred to FIFA.

49.2 This Regulation also applies to any proposed amendments to transfers which have already been completed and registered.

49.3 Subject to Regulation 53.1, Transfer Fees, Compensation Fees and Loan Fees shall be treated as private and confidential.

50 **Intermediaries**

50.1 When applying to register any Player a Club shall, at the same time and in addition to the documents required to be lodged in accordance with Regulation 47.1, send to the Secretary at the Office in writing the following information:

50.1.1 whether the registering Club (and, where applicable, the Club (if it is a Member Club) that last held the Player's registration (the '**Player's Former Club**')) used the services of an Intermediary(ies) and, if any, the identity of any Intermediary(ies);

50.1.2 whether the Player used the services of an Intermediary(ies) and, if any, the identity of that Intermediary(ies);

50.1.3 confirmation as to all amounts paid, either directly or indirectly, by either the registering Club or the Player's Former Club (if it is a Member Club) to any Intermediary(ies) acting in respect of the matter; and

50.1.4 whether either the registering Club or the Player's Former Club (if it is a Member Club) has or is intending to reimburse the Player and or the other Club in respect of any Intermediary fees paid by or which are the responsibility of the Player or the other Club.

Guidance

Submission to The League of FA Form IM1 and/or IM1/NR will be deemed acceptable for the purposes of complying with Regulation 50.1.

50.2 All information required to be disclosed in accordance with this Regulation shall be submitted in the form prescribed by The League from time to time. That form must be signed:

50.2.1 by the Player; and

50.2.2 by or on behalf of both the registering Club and, where applicable, the Player's Former Club (if it is a Member Club) by their respective chairperson, club secretary or any other duly appointed signatory.

50.3 Failure on the part of any Club, Official or Player to comply with the provisions of this Regulation 50 or to provide false information to The League shall constitute misconduct.

Guidance

Clubs paying an Intermediary on behalf of a Player (either as a P11D payment or a deduction from net salary) must insert the details in his Contract or in the Standard Loan agreement.

Clubs should consider what conditions apply to such payments – for example, are they conditional upon the player still being employed by the Club at the due date for payment?

51 Prohibition of Third Party Investment

51.1 Unless otherwise agreed by the Board and subject to Regulation 51.2, a Club may only make or receive a payment or incur any liability as a result of or in connection with the proposed or actual registration (whether permanent or temporary), transfer of registration or employment by it of a Player in the following circumstances:

51.1.1 by payment to a Transferor Club or receipt from a Transferee Club of a Compensation Fee, Loan Fee, Transfer Fee, Sell-On Fee and/or any other subsequent payments which become due under the terms of any transfer;

51.1.2 by payment of levy pursuant to Regulations 52.2.11 or 52.2.13;

51.1.3 by receipt of all or part of a Compensation Fee, Loan Fee, Transfer Fee, Sell-On Fee and/or any other subsequent payments which become due under the terms of any transfer, in default of payment of it by the Transferee Club from which it is due, from:

(a) a Financial Institution or other guarantor; or

(b) The League in accordance with the provisions of these Regulations; or

(c) the Premier League in accordance with the provisions of the rules of the Premier League;

51.1.4 by way of remuneration (including benefits in cash or kind and Image Contract Payments) to or for the benefit of a Contract Player whose registration it holds;

51.1.5 by way of an allowance permitted by Youth Development Rule 307, to a Scholar with whom it has entered into a Scholarship Agreement;

51.1.6 by way of payment to an Intermediary provided that such payment is made in accordance with the Football Association's Regulations on working with Intermediaries;

51.1.7 by payment of incidental expenses arising in respect thereof;

51.1.8 by payment or receipt of training compensation or solidarity payment pursuant to the FIFA Regulations for the Status and Transfer of Players and any other levies or payments payable to or by a Club pursuant to the statutes or regulations of FIFA or any other football governing body from time to time, or otherwise properly due to or from such a governing body;

51.1.9 by payment of VAT payable in respect of any of the above payments or liabilities; and

51.1.10 in the case of a Transferor Club, by assignment of its entitlement to a Compensation Fee, Transfer Fee or Loan Fee to a Financial Institution.

Guidance

Clubs should contact the Player Administration Department should they wish to assign any entitlement to a Financial Institution. Whilst Clubs are automatically entitled to enter into such transactions with Financial Institutions (as defined) The League will require approval of all relevant paperwork and will need to issue appropriate consents prior to completion of the transaction. This will include a requirement that the Financial Institution does not further assign its rights under the arrangement without the prior approval of The League, to avoid the possibility of the Club being bound to an arrangement with an entity that doesn't meet the Regulations.

Additionally, in August 2024 the Board agreed to establish a new policy pursuant to the general power set out in the opening sentence of Regulation 51.1, to permit Clubs to also make an application to assign transfer fee instalments to a deposit taking institution bank regulated by a competent authority (i.e. equivalent to the Financial Conduct Authority and/or Prudential Conduct Authority) in either an EEA member state or an OECD country. Where permission is granted, the rest of this guidance shall apply.

The Club must also obtain the approval of the Football Association in accordance with the requirements of the FA Third Party Interest in Player Regulations (and in particular Regulation B.1.7).

The League will not permit any further deferral of any amounts payable under the terms of any assignment beyond the originally agreed instalment date.

Sell-On Fees in Loan Agreements

Payment or receipt of a Sell-On Fee by or to any Club (or club) at which a Player had previously been registered on Standard Loan or International Loan will be permitted in accordance with this Regulation 51.1.

51.2 In respect of a player whom it applies to register as a Contract Player, a Club is permitted to make a payment to buy out the interest of a person or entity who, not being a Club or club, nevertheless has an agreement either with the club with which the player is registered, or with the player, granting it the right to receive money from a new Club or club for which that player becomes registered. Any such payment which is not dependent on the happening of a contingent event may be made either in one lump sum or in instalments provided that all such instalments are paid on or before the expiry date of the initial contract between the Club and the player. Any such payment which is payable upon the happening of a contingent event shall be payable within seven days of the happening of that event.

52 **Transfer/Compensation Fees Method of Payment**

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

Guidance

Clubs should ensure funds are received by The League prior to 2:30 p.m. to enable this office to forward the monies on. Failure to meet this requirement may result in the Club being deemed to have missed the payment date resulting in fines and/or embargo in accordance with the remainder of this Regulation.

See also Regulation 52.2.9 in respect of payments due to Clubs relegated into the National League, and Regulation 52.2.10 in respect of amounts due to foreign clubs (excluding those Welsh Clubs participating in The League or Premier League).

52.2 The following provisions shall apply in relation to Transfer Fees, Compensation Fees and instalments thereof and any subsequent payments which become due under the terms of the original transfer:

52.2.1 A percentage of the Transfer Fee or Compensation Fee negotiated between the Clubs, plus VAT at the appropriate rate on the total fee shall be paid to The League, by means of electronic transfer or by such other means as the Board may prescribe, before any transfer may be registered.

52.2.2 Any balance outstanding must be paid to The League in accordance with the financial agreement within the negotiated timescale agreed between the Clubs. The Transfer Fee or Compensation Fee must be paid within the period of the Player's contract with the Transferee Club.

52.2.3 Where a Player was signed from a Transferor Club in membership of the League or Premier League (the '**Original Transferor Club**'), and the Player's registration is being transferred to another Club (or club) other than the Original Transferor Club prior to all transfer fee instalments payable to the Original Transferor Club having been paid, any unpaid transfer fee instalments should be paid to the Original Transferor Club as soon as possible unless:

(a) the unpaid instalment(s) has been assigned to a Financial Institution in accordance with Regulation 51.1.10, in which case the unpaid instalment(s) shall be paid to the Financial Institution on the date(s) when such instalment(s) becomes due under the Transfer Agreement; or

(b) otherwise agreed by the Board.

Guidance

Instalment Reminders - out of courtesy, and where possible, The League will send reminders that instalments are due. However, the onus is on the Club to ensure payment is made on time.

Where any unpaid instalment(s) has been assigned to a Financial Institution in accordance with Regulation 51.1.10, no acceleration is required because those amounts are no longer due to a Club (or club). The unpaid instalment(s) shall be paid to the Financial Institution on the date(s) when such instalment(s) become due under the original Transfer Agreement.

52.2.4 When a Transferee Club signs a Player under the provisions of Regulation 68 and an agreement is not reached on the amount of compensation payable, the Transferee Club must immediately pay to The League a deposit of not less than 50% of the Compensation Fee offered. Within 48 hours of the Compensation Fee being determined the Transferee Club must pay any balance of the 50% to The League.

52.2.5 If a Club is in default of payments due to another Club (or club) under a transfer or compensation agreement, including any accelerated payment due pursuant to Regulation 52.2.3, the Club shall be subject to a registration embargo such that it shall not be permitted to register any Player with that Club without the prior written consent of The League until such time as the agreement is honoured.

52.2.6 If a Club is in default of any Transfer Fee and/or Compensation Fee and any subsequent payments which become due under the terms of the original transfer to another Club only:

(a) The League shall also apply any Transfer Fee and/or Compensation Fee proceeds received for transmission to the defaulting Club, together with any payment of

monies which would otherwise be payable to the defaulting Club, in settlement of the defaulting Club's overdue Transfer Fee and/or Compensation Fee commitments to any other Club or Clubs pro-rata; and

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

52.2.7 For avoidance of doubt, where any transfer agreement includes a provision for any payment to be made on a day other than a Normal Working Day then, unless otherwise expressly stated to the contrary in that transfer agreement, the payment shall be deemed to fall due to the Transferor Club on the immediately preceding Normal Working Day and the Transferor Club shall be entitled to claim payment on that date.

52.2.8 In the event of default as described in Regulations 52.2.5 or 52.2.6 in addition and without prejudice to the provisions of Regulations 52.2.5 and 52.2.6:

(a) The League shall have the power to impose a fixed fine under Regulation 88 and 50% of the fixed fine payable by the defaulting Club shall be paid to the Club(s) to which an overdue amount was payable (on a pro-rata basis if more than one Club);

(b) The League shall have the power to refer the matter to a Disciplinary Commission to impose such penalties upon the defaulting Club by way of reprimand, fine whether fixed or otherwise, embargo on registrations, deduction of points, suspension, recommend expulsion (subject to Regulation 93) or other penalty as they may think fit under the circumstances; and/or

(c) the provisions of Regulation 52.6 shall apply.

52.2.9 Any Club which owes Transfer Fee and/or Compensation Fee monies to a Club which joins The National League on losing League status under the provisions of Regulation 7.7 or joins The Premier League must continue to pay the monies due via The League or face such penalty or penalties as described in Regulations 52.2.5 and 52.2.8 above, but in the case of a receiving Club joining The National League, this provision will cease to have effect 24 months from such date.

52.2.10 An agreement for an international transfer shall provide that the Transfer Fee and/or Compensation Fee, instalments thereof and any subsequent payments payable to the Transferor Club shall be paid (together with any VAT payable in respect thereof) to the Football Association by electronic transfer (or by such other means as The League may from time to time direct) for payment to the Transferor Club in accordance with Football Association Rules.

52.2.11 When the registration of a Contract Player is transferred whether during the period of his contract or after the expiry of his contract the Transferee Club shall pay to The League a levy equal to 5% of the Transfer Fee or Compensation Fee as applicable. Such levy shall be paid to The League at the same time as the payment to be made pursuant to Regulation 52.2.1 (or Regulation 52.2.4) and shall comprise 5% of the whole of the Transfer Fee or Compensation Fee payable. Such levy shall not be deductible from the Transfer Fee or Compensation Fee. A Club shall also pay a levy equal to 5% of any transfer fee or compensation fee in respect of any:

(a) player signed from abroad as a Contract Player (other than in respect of any element of the fee which relates to Training Compensation which would otherwise have been payable under Article 20 of the FIFA Regulations, if any);

Guidance

Compensation Fees - Clubs are advised that any element of the fee which relates to Training Compensation which would otherwise have been payable under Article 20 of the FIFA Regulations must be clearly identified in any financial agreements, otherwise Clubs will be liable to 5% Levy on the whole amount.

(b) player signed from the Premier League, the Scottish Professional Football League, the Irish Football League and FAI National League as a Contract Player;

(c) payment made in accordance with Regulation 51.2; and

(d) any additional payment(s) made under the terms of any of the foregoing.

52.2.12 The proceeds of the levy less the expenses of The League, will be used to finance the benefit plan for Players. Should the proceeds exceed the premium payable to the pension plan in any year the surplus will be added to the Professional Game Youth Fund (being the fund which makes payment of grants to those Clubs (and clubs) operating Academies in accordance with the Youth Development Rules).

52.2.13 In addition to the levy specified in Regulations 52.2.11 The League shall deduct from each Transfer Fee or Compensation Fee received by it a levy equal to 5% of such Transfer Fee or Compensation Fee. All deductions will be paid to and administered by The Football Foundation in accordance with arrangements agreed between The League and the Foundation from time to time. These provisions shall not apply to any Club whose ground meets the requirements of Lord Justice Taylor's Report as amended by subsequent legislation or as agreed between The League and The Football Foundation.

52.2.14 The Board shall have the power to reduce the levy payable by Clubs in accordance with Regulations 52.2.11 from 5% to 4% by written notice to Clubs. Regulation 2 shall not apply to any such notification.

52.2.15 For so long as the Board has (in accordance with the provisions of Regulation 52.2.14) implemented a reduction in the levy payable in accordance with Regulation 52.2.11 from 5% to 4% then the Transferee Club shall pay to The League an additional 1% of the Transfer Fee or Compensation Fee as applicable (calculated in the same manner as set out in Regulation 52.2.11) ('**Youth Development Levy**'). The Youth Development Levy shall be paid to The League at the same time as the payment to be made pursuant to Regulation 52.2.1 (or 52.2.4). The Youth Development Levy shall not be deductible from the Transfer Fee or Compensation Fee. For the avoidance of doubt, the Youth Development Levy shall also be paid by the Transferee Club in respect of Players signed from abroad, and in respect of Players signed from the Premier League, the Scottish Professional Football League, the Irish Football League and FAI National League. The Youth Development Levy shall also be paid in respect of any additional payment made under the terms of any transfer/compensation agreement. The proceeds of the Youth Development Levy shall be allocated on such terms as the Board may determine between those Clubs meeting the requirements of the Youth Development Rules promulgated in accordance with the provisions of Regulation 62.

52.2.16 Where a Transferee Club registers a Player and the relevant consideration tendered by the Transferor Club includes the registration of another Player or some other form of non-financial consideration or value-in-kind, the Transferee Club and Transferor Club shall attribute a financial value to the Player(s) transferred, which shall be noted in the Transfer Agreement(s), and upon which a levy calculated in accordance with the provisions of this Regulation shall be paid in each case.

Guidance

Where in the case of a proposed Player exchange of the type referred to in Regulation 52.2.16, above, the League is of the view that the financial value attributed to either of the Players is materially below that Player's true transfer value (with the effect that a reduced sum is payable by way of levy), the League will request that the Transferor Club(s) restate(s) the declared transfer value and may exercise its power under Rule 46.1 if necessary ('all transfer arrangements in respect of Contract Players are subject to the approval of the Board').

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

52.4 In all such cases of Transfer Fees, Compensation Fee and any subsequent payments which become due under the terms of the original transfer the Transferor Club shall submit to the Club a VAT invoice within seven days of such payment becoming due.

52.5 If a Transferor Club assigns its entitlement to a Transfer Fee, Compensation Fee or Loan Fee instalment pursuant to Regulation 51.1.10:

52.5.1 it shall procure by means of a legally enforceable agreement that monies payable by virtue of the assignment are paid into the Transfer Fee Account by the assignee; and

52.5.2 it shall irrevocably and unconditionally instruct the Transferee Club to pay such monies to the assignee upon their becoming due.

Guidance

See also the guidance notes to Regulation 51.1.10. Any Sell-On Fee(s) due to a third party club will be deducted and withheld by The League and then paid out on the original due date unless instructed by the Club accelerating the monies to make payment at that time. If the Player is transferred prior to the date due, this office will forward the outstanding monies at the time of transfer less any applicable deductions for solidarity payments in the sum of 5% of the consideration for the transfer of the Player.

On completion of any such assignment, the instalments are no longer due to the Club (as they are instead payable to the Financial Institution). Accordingly, The League would not regard any outstanding amounts as falling within the provisions of Article 47 (Football Creditors) and will not be able to deduct any amounts from sums otherwise payable out of the Pool Account in settlement of any such claims. Further, Clubs should not assume that re-assignment of the instalments back to the Club would reinstate the Football Creditor protection, because that would otherwise constitute a means by which any other creditor of a football club could simply sell the debt to another club to avail itself of that protection. Approval by the League of any assignment will be subject to receipt of an acknowledgement of that position and waiver of claims from the selling club and lender.

52.6 Without prejudice to any other powers or restrictions set out in these Regulations or as may be ordered by a Disciplinary Commission and/or the CFRP, where any Club defaults on payment of any amounts:

52.6.1 due to any other Club (or club) (including but not limited to any Transfer Fee, Compensation Fee, Loan Fee, other contributions due pursuant to the terms of any Temporary Loan Transfer, or any subsequent payments which become due under the terms of any original transfer(s), ticket monies, or other payments pursuant to the terms of any other agreement); and/or

52.6.2 to HMRC as described in Regulation 17; and/or

52.6.3 covered by Article 47.1.5 (football creditor claims of full time or former full time employees for arrears of remuneration due up to the date of termination of employment)

for a period of:

(a) 10 days (whether one default of 10 days, or a number of individual defaults which when taken together amount to 10 days) in any 12-month period (1 July to 30 June) then that Club shall receive a written warning from the League;

(b) 20 days (whether one default of 20 days, or a number of individual defaults which when taken together amount to 20 days) in any 12-month period (1 July to 30 June) then that Club shall immediately pay to the League a fine as follows:

(i) Clubs in League 2, the greater of £2,000 or 5% of the outstanding sum due:

(ii) Clubs in League 1, the greater of £3,500 or 5% of the outstanding sum due; or

(iii) Clubs in the Championship, the greater of £6,000 or 5% of the outstanding sum due;

(c) 30 days (whether one default of 30 days, or a number of individual defaults which when taken together amount to 30 days) or more in any 12-month period (1 July to 30 June) ('**Persistent Default'**) then that Club shall not be permitted to pay or commit to pay any Transfer Fee, Compensation Fee or Loan Fee or any other form of payment (other than a sell on fee) in respect of the registration of any Player during the period:

(i) commencing on the date on which the Persistent Default occurred; and

(ii) ending three full Transfer Windows after the Persistent Default occurred ("**Fee Restriction**").

52.6.4 Where a Fee Restriction is imposed under this Regulation 52.6 the Club may appeal to the CFRP via a CFRU Decision Review in accordance with Appendix 6 of these Regulations (within 14 days of the Fee Restriction being applied) such sanction in circumstances where it can prove:

(a) any debt counting toward the Persistent Default was not due and owing at that time; or

(b) the sanction applied to it is disproportionate taking into account all the circumstances.

52.6.5 Where a Club continues to fail to make payment of sums due set out above in Regulation 52.6.1 to 52.6.3 then the League may refer the Club in default to a Disciplinary Commission or the CFRP as a Compliance Matter who shall determine the appropriate further sanction (in addition to the Fee Restriction) in accordance with Regulation 93. Any referral under this Regulation 52.6.5 shall follow the procedural process set out in Appendix 6 of the Regulations but for the avoidance of doubt shall not require the League to charge the Club, with a referral to the CFRP being sufficient on the grounds of misconduct.

52.6.6 Member Clubs must report the failure to make payment of any sum set out in Regulation 52.6.1 to 52.6.3 within 2 Normal Working Days of any such missed payment. Clubs who do not receive a sum due from another Member Club on time are also required to report such late payments to the CFRU (in all cases) within two days of a late payment arising. Failure by a defaulting Club to report a late payment to the CFRU within such periods will constitute misconduct for which Member Clubs will be charged.

52.6.7 Where a Club is subject to a Fee Restriction, The League shall be entitled to publish the existence of the Fee Restriction and the date to which the Fee Restriction is applicable to. Should the applicable date be amended pursuant to matters under Regulations 52.6.4 and/or 52.6.5, this shall be reflected in any such publication.

Guidance

See separate guidance document in relation to Regulation 52.6, found on The League Portal.

The publication noted in Regulation 52.6.7 shall be in the governance section of www.efl.com and shall be limited to the name of the Club and the date to which the Fee Restriction applies only. It shall not contain any details as to the debt(s) or debtor(s) of the Club which have resulted in the Fee Restriction.

52.7 Membership of the League shall constitute an agreement between each Club that they shall not make or continue any claim (to FIFA, the Football Association or any other relevant regulatory body of football and/or any judicial bodies exercising jurisdiction pursuant to any rules thereof) under Article 20 (Training Compensation) and/or Article 21 (Solidarity Mechanism) of the FIFA Regulations on the Status and Transfer of Players in relation to movement of players between:

52.7.1 Clubs (or clubs) affiliated to the Football Association; and

52.7.2 Clubs (or clubs) affiliated to the Football Association of Wales but which participate in leagues sanctioned by the Football Association.

52.8 Any Club that makes or continues any claim (including any claim made prior to admission into membership of the League) in breach of the agreement set out in Regulation 52.7 shall indemnify those Club(s) or club(s) that are the subject of the claim against any liability imposed by FIFA, the Football Association or any other relevant regulatory body of football and/or any judicial bodies exercising jurisdiction pursuant to any rules thereof).

53 Fees Payable on Appearances etc.

53.1 A Transferor Club shall within seven days of the date of such transfer provide to any previous Club(s) (and or Premier League Club(s)) with which that Player was registered and which has a right to a Sell-On Fee as part of the Transfer Fee or Compensation Fee in respect of any transfer of that Player (in this Regulation the 'Previous Club(s)') full details of all amounts paid or due to be paid to the Transferor Club. A Previous Club shall not at any time disclose or divulge either directly or indirectly any information provided to it to any third party without the prior written consent of the Transferor Club save to statutory and regulatory authorities or as may be required by law or to its auditor.

53.2 Unless stated to the contrary, a sell on clause in an agreement between a Transferor Club and Transferee Club (Member Clubs only, and not any other clubs) entered into after the 1 July 2015 shall be construed in such a manner as to ensure that any Loan Fees received by that Transferee Club shall be included in the amounts received (or equivalent provision) for the purposes of calculating the amounts due to the Transferor Club under the sell on clause (if any).

Guidance

The League has issued separate guidance on the wording of sell on clauses. Please refer to the Player Administration section of the Club Portal for copies of the latest guidance. However, in summary Clubs are reminded that any Sell-On Fee contained within a Financial Agreement will be calculated on the basis that the excess is split based on taking the percentage of the surplus and paying it to the third party in line with the proportion of the payment received by the selling Club. Any sell-on fees will be automatically deducted from any monies received by the League for onward transmission to the third party Club.

Clubs are free to negotiate an alternative Sell-On Fee arrangement (for example, the third party Club receiving their Sell-On Fee in full on transfer or the selling club recouping their monies prior to the third party Club receiving any of their monies).

53.3 Where, on the transfer of a Player, provision is made for the payment of further sums on the happening of certain specified events (e.g. after the Player has made a certain number of First Team appearances) it shall be the duty of the Transferee Club to inform both The League and the Transferor Club that the specified events have happened. Unless otherwise specified in the written agreement between the

two Clubs, the Transferee Club shall pay to The League within 14 days of the specified events happening the sums of money then due both to the Transferor Club and to The League. Any such payment cannot be deferred beyond 31 July following the end of the Season in which the event happens. The League shall forthwith on receipt of such sums pay the amount due to the Transferor Club.

Guidance

The League can only apply fines for late payment and/or apply embargo to a defaulting club (see Regulations 52.2.5 & 52.6), if Clubs send copies of all invoices to The League. All such invoices should be sent to playeradmin@efl.com.

53.4 In the case of an International Transfer the Transferee Club shall inform the Transferor Club in writing that the specified events have happened and within 14 days pay such sums due in accordance with Regulation 52.2.10.

54 Non-payment to Players

54.1 Subject to 54.2, any Club which has not made payment of:

54.1.1 any amount due in accordance with a Player's contract; or

54.1.2 payment in consequence of termination of such contract,

on the relevant due date (as provided within the Player's contract or termination/settlement agreement) (a **Player Contract Default Event**) shall report the Player Contract Default Event to the CFRU within 2 Normal Working Days of the Player Contract Default Event.

Guidance

Clubs in default of payments to Players will be subject to an embargo immediately upon the CFRU becoming aware of the default. The CFRU does recognise there are cases where payment may well be in dispute but expects the matter to have been referred to a Player Related Dispute Commission in accordance with Regulation 74 for resolution to avoid the imposition of the embargo.

54.2 A Club shall not be required to report a Player Contract Default Event where that Player Contract Default Event has been caused solely by an admin error and the Club has resolved that error by making payment on the next Normal Working Day.

Guidance

For the avoidance of doubt, where any default is not rectified by the end of the next Normal Working Day, the Club is obliged to then report in accordance with Regulation 54.1 even if it is rectified on the second day.

54.3 A Club shall not be deemed to have suffered a Player Contract Default Event where:

54.3.1 the Club and the Player are in dispute in respect of any sums owing to the Player; and

54.3.2 the Club has informed the CFRU of the dispute within 7 days of the dispute arising; and

54.3.3 the matter has either been referred to a Player Related Dispute Commission or has been resolved within 30 days of the dispute arising.

54.4 Where a Club reports a Player Contract Default Event it will at the same time provide to the CFRU details of any and all amounts due to the Player(s) concerned together with the time periods to which they relate.

54.5 Without prejudice to the general position (pursuant to Regulation 44.4) that all registrations must be approved by The League, a Club which is subject to a Player Contract Default Event will be subject to a registration embargo such that it will not be permitted to register any Player with that Club without the

prior written consent of The League for the period that the Club is subject to a Player Contract Default Event.

54.6 A Club which fails to report a Player Contract Default Event will be referred to the CFRP as a Compliance Matter in accordance with Appendix 6 of these Regulations.

55 **Temporary Loan Transfers**

55.1 Only Contract Players may sign for another Club (or club) on a Temporary Loan Transfer or Emergency Goalkeeper Loan. In any event:

55.1.1 any Player registered on a Standard Loan, International Loan, an Emergency Goalkeeper Loan; or

55.1.2 any player registered on any other form of loan at a club,

may not sign for any other Club (or club) during the period of the respective loan.

Guidance

As stated in this Regulation, only players registered as a Contract Player can be sent on temporary loan transfers. Scholars, Non-Contract players and Academy Players may not go on loan. However, pursuant to FA Rules, players registered as Scholars can go out on 'Work Experience'. The Player may continue to train and play for either the Parent Club or the Work Experience Club (or club) in any age-restricted or reserve team match or in any match in the football pyramid below the English Football League. Any Player on Work Experience is not eligible to play in any first team games in the English Football League (see FA Rule C.127).

Contract Players (but not Scholars) may also be registered for another Club (or club) under the FA '2 match' rule but will not be eligible to participate in any matches for the parent club whilst transferred for those two matches, and can only participate in non-first team matches for the Club (or club) at which they are registered (see FA Rule C66).

Any player already registered on loan (standard or international loan) may not go out on a sub-loan.

55.2 The Temporary Loan Transfer of a Contract Player shall only be approved for a defined period (which must begin and end within the period of the Contract Player's registration with the Transferor Club and, subject to Regulation 55.5.3 below, may not extend beyond the end of the Season in which the Temporary Loan Transfer commences) and is subject to the conditions of such Temporary Loan Transfer being known to the Contract Player and approved by The League prior to registration with The League.

55.3 Temporary Loan Transfers shall only be accepted on the prescribed form a copy of which shall also be supplied to The Football Association. The provisions of Regulation 48 shall not apply to such transfers.

Guidance

As per the guidance to Regulation 46.1, the relevant form is Form H4.

55.4 The following restrictions shall apply to Temporary Loan Transfers:

55.4.1 A maximum of 5 Players registered on a Temporary Loan Transfer can be named in the Players listed on a Team Sheet for any individual match played under the auspices of The League. This maximum shall reduce to 4 Players where a Club names a Player on the team sheet who is registered on an Emergency Goalkeeper Loan;

55.4.2 No Club may sign more than 4 Players on a Temporary Loan Transfer from another Club (or club) in any Season, of which no more than 2 Players may be over the age of 23. The deadline for determining a Player's age in this respect shall be as at the 30 June prior to the Season in

which the Temporary Loan Transfer is intended to take place. Any Temporary Loan Transfer which subsequently becomes a permanent transfer shall not count against a Club's quota of such Temporary Loan Transfers for that Season; and

55.4.3 Temporary Loan Transfers may include an option to acquire the Player's registration by way of permanent transfer. Any such option must be exercised during the term of the Temporary Loan Transfer (including during a Closed Period).

55.5 Loan transfers to non-Member Clubs will be subject to:

55.5.1 the clearance of The League (not to be unreasonably withheld). However, clearance will be withheld where any proposed loan would result in a Club loaning more than 4 Players to any single Club;

55.5.2 the rules and regulations of the respective leagues / national associations and FIFA Regulations;

55.5.3 subject to the provisions of Regulation 55.6 below, the principles of the term, recall and expiry as set out in Regulation 56.1 shall apply as if set out herein in respect of those Players going out on loan on an equivalent basis to a Standard Loan; and

55.5.4 compliance with the requirements of Regulation 47.2 (International Transfer Certificate) (if applicable).

Guidance

Regulation 55.5.2: Due to the operation of the FIFA Regulations on the Status and Transfer of Players, and in particular the so-called 3+2 Rule The League issues a separate guidance note in relation to loans into the non-league which gives Clubs further guidance. A copy of the guidance note for the current Season can be found in the Player Admin section of the Club Portal. Players going out on loan into the non-league on the equivalent basis to a Standard Loan will be permitted to return to play in the EFL Trophy as well as non-first team matches. See also the note to Regulation 56.2.

Regulation 55.5.3: An International Loan 'out' can only be for a half-season or a full-season (calculated by reference to the other National Associations' transfer window), unless otherwise expressly approved in accordance with Regulation 55.6 below – registration of a Player who does not qualify for a Governing Body Endorsement (work permit). However, a player returning from loan inside an EFL Closed Period will not be eligible for your Club until the opening of the next transfer window. Clubs are responsible for ensuring any player returning from international loan receives an International Transfer Certificate in accordance with the requirements of the FIFA Regulations – see also Regulation 47.2.

International Loans - Approach

The League's approach will be to monitor the Club's compliance with FIFA RSTP in the context of International Loans. Where The League identifies that the Club will breach FIFA RSTP requirements, The League's approach will be to refuse the Club's application.

Clubs will still be required to ensure that it is fully compliant with FIFA RSTP and The League will have no liability to the Club in the event that it fails to remain compliant.

International Loans – Restrictions on loans to and from the same Club

- *The maximum number of Players that a Club can sign on loan from the same international club is 3.*
- *Clubs may only send a maximum of 3 Players out on loan to the same international club.*
- *International Loans – Restrictions on total number of loans*
- *From 1 July 2024, the same configuration will apply but limited to a maximum of six professionals.*

- *Players aged 21 and younger who are club-trained players will be exempt from these limitations.*
- *Player Under 21 and club-trained player are defined in the FIFA regulations once published*

Moves between Clubs in England and Wales may not be caught by these limits now.

Players under 21 and club-trained players are as defined in the FIFA Regulations.

55.6 Where the League permits the registration of a Player under Regulation 47.5, the League shall be entitled to permit that Player to go out on loan for such longer period than otherwise permitted by Regulation 55.5.3 (applying Regulation 56.1) but the period of any such loan must begin and end within the period of the Contract Player's registration with the Club.

55.7 Clubs shall be permitted to charge or pay a Loan Fee. The provisions of Regulation 52 shall apply in respect of the method of payment (and all associated matters relating thereto) of any Loan Fee save as follows:

55.7.1 the first sentence of Regulation 52.2.1 shall apply unless otherwise agreed between the two Clubs;

55.7.2 Regulation 52.2.4 shall not apply;

55.7.3 subject to Regulation 55.7.4, any such Loan Fee payable by a Member Club shall be payable on or before the date agreed between the parties, the latest of which must be 30 June immediately following the conclusion of the Season in which the Temporary Loan Transfer commenced;

55.7.4 any Loan Fee which is payable as a result of the Transferee Club's promotion from one division to another shall be payable on or before the date agreed between the parties, the latest of which must be 31 August immediately following the conclusion of the Season in which the Temporary Loan Transfer commenced; and

55.7.5 payment of any levy in accordance with the provisions of Regulations 52.2.11 and 52.2.13 shall only become payable where a Temporary Loan Transfer is subsequently made permanent. In such circumstances the appropriate levy payable shall be 5% of the aggregate amount of any Loan Fee and/or subsequent Transfer Fee and/or Compensation Fee payable in respect of the same Player.

Guidance

Clubs are reminded to consider whether sell on clauses in transfer agreements include or exclude Loan Fees. Note the provisions of Regulation 53.2 which provides that Loan Fee will be added to the transfer fee in Club only transfers (unless the financial agreement states otherwise).

55.8 Subject to the prior written approval of The League, a Transferor Club shall be entitled to pay to a Transferee Club a Development Fee for a Player registered with the Transferee Club on a Temporary Loan Transfer. Any application for approval must be submitted and received before the submission of the application for the Temporary Loan Transfer.

Guidance

A Development Fee must specifically relate to and reflect the anticipated development of the Player whilst on loan with the Transferee Club. The League reserves the right to refuse a Development Fee being included in the Temporary Loan Transfer where such fee is, in the League's reasonable opinion, not for this particular purpose.

55.9 During the period of any Temporary Loan Transfer, a Player shall not play against his Transferor Club without the prior written permission of the Transferor Club (which, if given, must be indicated on the appropriate Temporary Loan Transfer form).

Guidance

The League will permit Clubs to amend a loan agreement to include permission where this is agreed by both Clubs and the Player at a later date.

55.10 Where a Transferor Club wishes to recall a Player from a Temporary Loan Transfer (including to a non-member Club) then the recall notice must be submitted to and approved by the League prior to the Player playing in any competition for the Transferor Club in which it is eligible to compete.

Guidance

Any recall notice must be uploaded via iFAS on the Club Portal, and the recall notice must not be treated as approved by the League until approval has been confirmed via iFAS.

56 **Standard Loans**

56.1 Subject to the provisions of Regulation 55, Standard Loan transfers shall only be approved in accordance with following provisions:

56.1.1 subject to the proviso that the duration of a Standard Loan must be the time between two Transfer Windows, Standard Loans can be for half a Season or a full Season;

56.1.2 any recall clause requiring the early termination of a Standard Loan can only be included in a full Season Standard Loan and this can only be activated during the Winter Transfer Window;

Guidance

The League will permit Clubs to amend Standard Loan Agreements to include an early termination clause where this was omitted from the original agreement.

56.1.3 any other early termination of a Standard Loan must be by way of a mutual agreement in writing (including by way of a recall clause within the Standard Loan Agreement) between the Transferor Club, the Transferee Club and the Player but can only be completed:

(a) after the expiry of 28 days; and

(b) only during a Transfer Window (but subject to Regulation 56.1.4 below) unless otherwise agreed by the League in its absolute discretion (subject to such conditions as the League deems appropriate).

Guidance

An example of the circumstances in which the League might exercise its discretion is where a Player on a Standard Loan is unable to represent the Club temporarily holding his registration for the remainder of the loan, e.g. due to a long-term injury or other reasons having the same effect. In such circumstances, The League might approve the termination of the Standard Loan on the condition that the Player is prohibited from making any first team appearances at the Club with which he re-registers.

56.1.4 A Player whose Standard Loan expires (or terminates) at the end of the Season of the Transferee Club but prior to the completion of the League matches of his Transferor Club (where it is a Member Club) will not be eligible to play in any remaining League matches for the Transferor Club in that Season;

Guidance

Examples where this may apply are (a) differential season ends for different divisions or (b) a player finishing a loan and his 'parent club' has qualified for the play-off competitions.

56.1.5 Notwithstanding the provisions of Regulation 56.1.1, a Standard Loan of a goalkeeper (but not otherwise) may be subject to a recall clause exercisable at any time. Any recall may only be implemented:

(a) in extenuating circumstances and with the consent of The League, such extenuating circumstances to be determined in The League's absolute discretion; or

(b) where the Club seeking to exercise the recall has only one Professional Goalkeeper available (applying the criteria set out in Regulations 58.1.1 to 58.1.3 below). The recall will be subject to not less than 24 hours' written notice.

56.1.6 A goalkeeper shall not be permitted to resume any Standard Loan following the exercise of a recall.

Guidance

Under Regulation 56.1.5(b), the Club seeking to recall a goalkeeper from another Club due to injury(ies) to other goalkeeper(s) will be required to submit independent medical evidence to substantiate the basis for the recall. The League will not require independent evidence when recalling a player from non-league, but will require a signed confirmation of injuries from the Club Doctor.

If all parties are in agreement to an earlier recall, this will be permitted notwithstanding the last sentence of Regulation 56.1.5(b).

56.2 A Player registered on a Standard Loan may continue to play non-first team football for his Transferor Club, and The League shall disregard any non-first team appearance when assessing whether any application for registration of a Player would otherwise comply with the requirements of Article 5(3) of the FIFA Regulations. Clubs acknowledge that such non-first team appearances may still be considered by other leagues, national associations and/or FIFA when assessing compliance with Article 5(3) on any subsequent application by the Player to be registered with any other club.

Guidance

The League has secured a separate concession from the Football Association which allows players going out on loan into the National League, national league south and national league north on the equivalent basis to a Standard Loan will be permitted to return to play in the EFL Trophy as well as non-first team matches. This is reflected in the Rules of the EFL Trophy.

The Club taking a Player on loan is required to contribute towards the wage costs of the Player e.g. by way of bonus schedule and/or contribution to weekly wage. The parent club cannot pay appearance monies to a Player for making appearances whilst on loan. Such arrangements would be considered to be contrary to the principles of Section 10 (association and dual interests). However:

- *that doesn't stop the parent club passing on via its payroll appearance monies due from and paid by the Club at which the Player is on loan; or*
- *the parent the Club and Player are also free to determine whether such appearances on loan count towards any appearance triggers in the contract of employment (e.g. increase in wages or offer of new contract).*

The basic wage for the period of the loan can also be varied by agreement.

The Player will normally be subject to the Transferee Club's bonus payments and these should be clearly set out on the agreement or the incentive schedule attached to the agreement and signed by all three parties. See also the note to Regulation 48.5 in relation to minimum contributions in respect of any Player being signed on standard loan following a permanent transfer.

It is also acceptable to state that the parent club will still be responsible for his wages providing the Transferee Club pays bonuses or reasonable travelling expenses, or in the event of the player not playing, then the Club signing the Player on loan will reimburse the parent Club for all the wages.

To avoid Players seeking payments to agree loan arrangements, The League does not permit lump sum payments to be paid to Players going on loan. It is however permissible for the Transferee Club to make a lump sum payment to a Player at the end of the Season for promotion or retaining divisional status.

A Player registered on a Standard Loan at a Club may subsequently be transferred to that Club at any time during a Closed Period.

FIFA have confirmed the following for loans involving Welsh Clubs in the English Pyramid:

- *Loans to and from FAW-affiliated Clubs that play in the English pyramid will not count towards the international loan cap (7 in/out at any one time for the 2024/25 season);*
- *The limit on loans between clubs remains in force (3 in/out at any one time);*
- *All other RSTP-related provisions remain in force, such as the requirement for international clearance;*
- *Loans between FAW-affiliated Clubs that play in the English pyramid and other FAW Clubs will be considered international.*

57 **International Loan**

57.1 Clubs may also sign players on a Temporary Loan Transfer from an International Club in accordance with the principles set out in Article 10 of the FIFA Regulations subject to the following provisos:

57.1.1 the onus is on the Transferee Club to identify whether the signing of the Player from the International Club is a permanent transfer or International Loan. Players may not be signed from an International Club on any other basis;

57.1.2 Players signed on an International Loan must sign an employment contract with the Transferee Club in a form equivalent to the Standard Contract;

57.1.3 the onus is on the Transferee Club to comply with the requirements of the FIFA Regulations.

Guidance

Welsh Club's participating in the English pyramid are regarded as domestic Clubs when moving on loan, so are dealt with under Regulations 55 and 55.10. However, they will still require an International Transfer Certificate when registering on standard loan. International rules will be applied on a domestic basis for Welsh Clubs.

Clubs wishing to sign a Player who requires permission to work in the UK (a Governing Body Endorsement) should seek advice from the Football Association.

58 **Emergency Goalkeeper Loan**

58.1 If all the Professional Goalkeepers at a Club are unavailable as a result of:

58.1.1 having been certified by an independent medical practitioner as being unfit to play;

58.1.2 being suspended;

58.1.3 having been called up to play for his national association representative matches in accordance with the requirements of FIFA as laid down from time to time; or

58.1.4 such other exceptional circumstances as determined by the League (and any such determination will be final and binding and not subject to review in accordance with Section 10 of the Regulations),

a Club may register (either before or after the deadlines laid down in Regulations 44.2 and 44.3), a further goalkeeper on a short term basis in accordance with the following provisions.

Guidance

A Professional Goalkeeper is a goalkeeper (excluding any goalkeeper registered as a Non-Contract Player) who has been named in the starting eleven on five or more occasions by:

- *any Club (or Premier League club) in any matches in the relevant league or first team cup competitions (other than the EFL Trophy); and/or*
- *any other club in a professional league in that club's home association (by way of example, any division of the Scottish Professional Football League, or Serie A, B or C).*

Examples of exceptional circumstances (based on prior examples) for the purposes of Regulation 58.1.4 are bereavement from close family members, childbirth, in custody or suspended by a Club pending the outcome of criminal investigations or proceedings.

58.2 The Club must supply to The League written evidence to demonstrate the circumstances set out in Regulation 58.1 apply, together with the appropriate form(s) for his registration and The League having confirmed that the circumstances conform to the provisions of this Regulation:

58.2.1 in respect of any fixture played on a weekday when the Office is normally open, at least three hours before the match; or

58.2.2 in respect of any other fixture:

(a) 12 noon on the day of the match; or

(b) at least three hours before the match,

whichever is the earlier.

Guidance

Medical evidence cannot be accepted from anyone connected to the Club, nor is it acceptable to obtain a report from another Club's club Doctor.

Goalkeepers that have been deemed unavailable cannot be named on a team sheet during the loan period.

Goalkeepers on an Emergency Goalkeeper loan may be recalled by their Parent Club during the period of the loan in exceptional circumstances and subject to the approval of the League (i.e. as per the similar rights in the context of Standard Loans of goalkeepers).

Clubs should be aware that the Premier League does not permit Premier League Clubs to send goalkeepers on seven day emergency loans into The League.

58.3 The period of any Emergency Goalkeeper Loan:

58.3.1 shall be for a period of seven days, inclusive of the starting date and finishing date; and

58.3.2 may be renewed for seven days at a time, subject to compliance with Regulation 58.2 in respect of each proposed renewal.

58.4 Any goalkeeper registered under the provisions of this Regulation must be included in the starting 11 on the Team Sheet and must start the match.

58.5 The provisions of Regulation 55.4.2 shall not apply to an Emergency Goalkeeper Loan.

59 **Medical Insurance and Medical Records**

59.1 Clubs must ensure that the following heart screening checks are performed for each Player registered with that Club:

59.1.1 for any Player in Under 15 age group (as determined in accordance with the Youth Development Rules):

(a) the completion of a cardiac history questionnaire; and

(b) a standard 12-lead electrocardiogram ('**ECG**');

59.1.2 Players registered as a Scholar, at the commencement of their Scholarship Agreement (and any other Players of an equivalent age who continue to be registered with a Club):

(a) the completion of a cardiac history questionnaire and a physical examination;

(b) an ECG; and

(c) an echocardiography;

59.1.3 for any Player in the Under 19 and Under 21 age groups:

(a) the completion of a cardiac history questionnaire; and

(b) an ECG.

59.2 In all cases:

59.2.1 the results of the tests must be reviewed by an experienced sports cardiologist;

59.2.2 the results of the tests must be uploaded into the central record of cardiac screens operated and maintained by the Football Association; and

59.2.3 Clubs must ensure that any additional heart screening check(s) that are recommended by that sports cardiologist are undertaken promptly at the cost of the Club.

59.3 Clubs must ensure that, where any Player over the age of 16 does not have results of any required physical examination, questionnaire, ECG or echocardiography, in their medical records, the relevant test(s) are completed.

59.4 The:

59.4.1 results of any ECG;

59.4.2 results of any echocardiography; and

59.4.3 cardiac history questionnaire(s),

must be contained in the Player's medical records.

Guidance

The FA Cardiac Screening Programme, supported financially by the PFA and Football Association, is available for those Players commencing their Under 17 Year. In practice Clubs will be able to manage that age group as part of the Scholar intake process. Clubs not operating a Scholarship programme will need to ensure they make similar arrangements.

Whilst some of the costs for cardiac screening are met through the PFA and FA the Board have agreed to provide funding of not less than £1,600 per Club from the Youth Development levy for each Club that provides appropriate evidence to confirm that Players from each of the requisite age groups have undergone the appropriate heart screening checks in accordance with Regulation 59. The League will send out details at the beginning of each season as to how Clubs can claim the funding.

In order for Clubs to gain the funding for players in the Under 15 age group, their screening must take place between 1 May and 30 November in the Season which that player turns 15.

The FA utilises a database called Ultralinq, which enables easy access to prior screens for Cardiologists and Club Doctors, thus ensuring appropriate continuity of care for Players as they move Clubs during their careers. It is a requirement that this system is used to ensure full cover and assist with monitoring of compliance with these arrangements. As the FA use Ultralinq to verify the screening, funding will not be provided until all Players screened are uploaded to the system.

Clubs will receive information regarding the process for screening Players and claiming funding at the start of the season. It will not be a mandatory requirement that all screens are conducted prior to the start of the relevant Season given the number of screens to be performed across the whole game. However, Clubs should ensure they are completed as soon as possible to ensure appropriate diagnoses take place.

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

59.6 **Medical records**. Clubs shall ensure that their medical practitioner or physiotherapist keeps detailed up to date medical records for all Contract Players in accordance with standard medical practices.

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

59.8 **Transfer of Medical Records**. When a Player's registration is about to be transferred (including a temporary loan transfer), the Transferor Club;

59.8.1 provided that the consent of the Player has been obtained, must make such records available to the medical practitioner or physiotherapist of the Transferee Club. This procedure shall also apply to Players transferred under the provisions of Regulations 55 to 58.

59.8.2 Where the Player has withheld consent in full or in part, make such records as the Player has consented to sharing available to the medical practitioner or physiotherapist of the Transferee Club.

Guidance

Clubs should refer to the League's guidance entitled 'Management of Medical Records' (available on the Portal) for clarity on their obligations regarding the capture, storage, handling and transfer of medical records within and between Clubs (and clubs), including where a Player has not consented to their medical records being transferred in full to the Transferee Club. That guidance also considers what steps Clubs may need to take to protect themselves against inadvertently providing warranties in transfer agreements around disclosure. Please note, the guidance is not legal advice but can be used as a starting point.

59.9 **Baseline Concussion Tests.** All Clubs must ensure that it conducts SCAT (Sport Concussion Assessment Tool) and computerised neurocognitive baseline tests (in form mandated by The League from time to time) for each Player registered with the Club at the point of their registration and repeat at intervals of not less than two years.

Guidance

Clubs must ensure that a SCAT and computerised neurocognitive baseline test is conducted for each Player by no later than the day before that Club's first League match of the Season. Where a Player has

been registered with the Club after the first League match of the Season, the Club must ensure that the SCAT and computerised neurocognitive baseline test is conducted by no later than 2 weeks after the Player being registered with the Club.

Clubs should note that return to play after suffering a concussion injury is addressed in Regulation 36.7.

59.10 **Injury and Illness Audit.** All Clubs will co-operate at all times with any request from The Football Association to provide anonymised data in respect of Player injuries and illnesses.

60 Registration of Non Contract Players

60.1 Clubs may register individuals as a Non-Contract Player only where the individual:

60.1.1 was registered as a Non-Contract Player in Season 2024/25, and wishes to renew that registration for Season 2025/26; or

60.1.2 is employed by the Club in an official coaching or management role at the Club (and for which they are remunerated in line with all applicable legislation).

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

60.3 A Club may only register a Non-Contract Player (subject to the provisions of Regulation 44.3) during a Closed Period if he is an Out of Registration Player.

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

60.5 A Club wishing to immediately re-sign a Non-Contract Player should include his name on its Club List of Players for the following Season and notify the Player of its intentions in accordance with the procedure laid down in Regulation 70.

61 Termination of Registration of Non-Contract Player

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

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

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

61.1.3 for other reasons satisfactory to the Board.

62 Youth Development Rules

62.1 In consultation with The Football Association, The Premier League, Clubs and other appropriate bodies The League has power to adopt rules relating to youth development and young Players.

62.2 These rules will form a section of the Handbook and will have the same force as Regulations. The Board has power to alter, delete or add to such rules and Regulation 2 does not apply.

62.3 Any application for permission to operate an Academy will require, in addition to such other requirements as the Board may determine following consultation in accordance with Regulation 62

above, Clubs to procure an appropriate educational element of work based training for Academy Players.

62.4 League Child Protection policies, practices and procedures, as advised from time to time by The League, will be applied to all aspects of Club activities involving children. Clubs must abide by the Government legislation that applies to children under the age of 18. The League policies and procedures are set out in the Appendix to Youth Development Rules and shall be issued to all Academy Players and their parents/guardians.

Guidance

See also Section 11 of these Regulations which contain mandatory provisions relating to Safeguarding.

63 **Monthly/Multiplicity Registrations**

63.1 Subject to Regulation 63.2 below, a Club may register a Player for a period of one (and, for the avoidance of doubt, not less than one) calendar month or more calendar months provided that the registration expires on or before 30 June following registration. Notwithstanding the foregoing, any Club seeking to register in June any Player who would otherwise have become an Out of Contract Player as at 30 June and for whom the Club will be liable to make payment in accordance with the provisions of Regulation 68.16 shall be permitted to register that player until 30 June even though that may be less than a calendar month.

Guidance

A Monthly Contract will expire on the last day of the month if the commencement date is the first day of the month, or the previous day if part way through a month (13th - 12th).

Multiplicity Contracts either (a) commence on the 1st day of the month and expire on the last day of the month, or (b) commence and end on the same date where it commences part way through a month (e.g. 13th January to 13th March, April etc.). However, a registration would not be rejected if a Multiplicity Contract was lodged with dates of 13th January to 12th March, April etc. Any subsequent Monthly/Multiplicity registration during a closed period must be continuous to comply with transfer windows, any lapse in registration will prevent the Player from being registered.

63.2 A Club may only register a Player in accordance with Regulation 63 (subject to the provisions of Regulation 44.3) during a Closed Period if he is an Out of Registration Player.

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

Guidance

If the financial terms are different from the previous month, a new contract of employment must be completed.

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

63.5 Players on a contract for two or more months are entitled to notice as to whether the Club intends to offer a further period of engagement. The notice is not less than two weeks before the expiry date where the contract expires on or before 31 December and not less than four weeks before the expiry date where the contract expires on or after 1 January.

Guidance

If a player on a Multiplicity/Monthly Contract is given the appropriate notice in accordance with Regulation 63.5 then, provided the following clause is added to the contract, no severance payment is due to that Player after the expiry of his contract:

"For the avoidance of doubt, it is agreed that the provisions of Clause 19 in respect of severance pay do not apply to this contract. Instead, the player will be entitled to notice in accordance with Regulation 63."

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

64 **Conditions of Contract**

64.1 A Player under the age of seventeen years may not enter into a contract of employment with a Club and may only be registered as an Academy Player. Any contract of employment signed by a Player under the age of eighteen at the time of signing must also be signed by a parent or guardian.

Guidance

A Player signing a contract at the age of 17 cannot sign for a period longer than 3 years or 3 seasons (whichever is the shorter) – see Article 18(2) of the FIFA Regulations. The Football Association has now advised that this includes the period of any option period included in the agreement, so any contracts which are lodged which include an option that would result in a term in excess of three years will be rejected.

64.2 All contracts between Clubs and Players must be in the equivalent of Form 20 of Premier League rules (the '**Standard Contract**').

Guidance

Expiry dates - All Contracts expire 30 June with the exception of Monthlies/Multiplicities which must expire on or before 30 June following registration.

Note: Clubs are free to include option clauses to extend the contract of employment provided the clause complies with the provisions of FA Rule C1(j)(xiii) – in essence the option period cannot be longer than the period of the original contract term, and the financial provisions applicable to the option period must be no less favourable. Clubs cannot apply an 'option on an option'.

64.3 The Standard Contract must be signed on behalf of the Club by either the chairperson alone or the club secretary or duly appointed signatory together with one director.

Guidance

Authorised Signatories - Clubs must complete the authorised signatory form prior to the season commencing and update as and when they appoint additional signatories. Any Director signing the standard contract must be on the board of directors of the Club and approved under the Owners' and Directors' Test. See also the guidance to Regulation 47.1.

64.4 Clubs shall be free at any time to re-negotiate or amend the financial provisions set out in Schedule 2 of the Standard Contract (other than paragraph 7 "The Professional Footballers' Pension Scheme") with its own Players on such terms as shall be mutually acceptable except that where a contract is so re negotiated or amended during a Season and the effect of the renegotiation or amendment is to increase the Player's remuneration (which term shall include any benefits in kind) it shall be dated to expire at least one year later than the existing contract between the Club and Player.

Guidance

During the Close Season there is no restriction on amendments, and for the purposes of this Regulation only The League will accept a Player signing the Club's standard bonus schedule after the start of the Season in exceptional circumstances provided this is done and received by The League before he has been named on a team sheet (any competition, not just first team).

As bonus entitlements are contractual benefits, this Regulation applies equally to any Club bonus scheme. See also the notes to Regulation 64.6 below.

Any request to make an amendment where the Player does not benefit financially will be looked at favourably without the need to extend.

64.5 Clubs must submit copies of all contracts between Clubs and Players to The League within five days of their being made.

64.6 Full details of all payments to or benefits paid in cash or in kind on behalf of Players, including particulars of any Image Contract Payment, must be included in the Standard Contract except such specific payment or benefits as shall be specified in advance by The League in writing. In the event that the Standard Contract covers more than one Season it must specify the rate of basic remuneration to be paid relative to the divisional status of the Club.

Guidance

Image Rights Agreement – Clubs must ensure that all Image Right Contracts are referred to in the Player's Contract of Employment and a copy is forwarded to The League.

Should a Player sign an Image Right Contract or amend/vary an existing agreement during the playing season, his Playing Contract will have to be extended by at least 12 months in accordance with Regulation 64.4. To help ensure that principle is adhered to, Clubs must ensure that the following wording is included in all Image Right Contracts:

"Variation

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties and is lodged with and accepted by The League."

Divisional pay – If the salary is remaining the same regardless of divisional status that must be stated in the Contract otherwise the contract will be returned.

Loans to Players – To reflect the principle of this Regulation, Regulation 47.3, and the controls around lump sum payments and signing on fees, a Club is required to notify the League if it proposes to enter into a financial loan with a Player, and obtain pre-clearance from the League for it. The following conditions will be imposed as part of any approval:

- *A formal loan agreement will need to be concluded with the Player. That loan agreement will need to:*
    - *make provision for interest payable at a rate at least equivalent to the current Building Society borrowing rate;*
    - *provide for regular repayment of the capital sum plus interest from net salary payments (including any lump sum payments) recovered at source by the Club after the deduction of PAYE;*
    - *include a clause to the effect that, should the Player leave the employment of the Club prior to repayment, then all monies outstanding will become repayable immediately.*
- *The League will require to know the purpose for which the loan is being made.*

Clubs should note that the League reserves the right to demand an auditor's certificate to establish that the terms of any loan agreement have been fulfilled.

Club Bonus Schedule – As the bonus/incentive schedule forms part of the contract, it cannot be unilaterally withdrawn or varied downwards during the period of the contract. If an individual Player is not to receive a bonus/incentive schedule then this must be clearly stated on Schedule 2, under paragraph 8.2.

The same schedule does not have to apply to all Players.

Clubs can, however, propose to vary the amounts payable (including downwards) under the terms of any bonus/incentive schedule as part of an offer to retain the registration of a Player beyond the expiry of his contract. The only caveat to this position is where, when taken as whole, the amounts payable under the offer would be "less favourable" than the amounts paid in the most favourable year's terms of the existing contract and in those circumstances Clubs may lose compensation rights for an Under 24 Player.

Bonuses/incentives may be amended on such terms that are mutually acceptable to both Player and Club, except that if this is done during the Season and the effect is to increase the Player's remuneration, the Contract must also be dated to expire at least one year later than the existing Contract between the Club and Player (Regulation 64.4). This is why any bonus/incentive schedule applicable to the Club must be lodged prior to the commencement of the Season.

Due to the wording of Paragraph 8.2 of Schedule 2 of the Standard Contract, there is a presumption that any bonus schedule will apply for the duration of the agreement.

It is up to individual Clubs to structure their own bonus/incentive arrangements, as each Club will have their own thoughts on the issue. The only element which cannot feature in a bonus/incentive schedule is any amount in respect of appearing on TV as this is prohibited by Regulation 78.1.

64.7 The terms of a Standard Contract between a Club and a Player shall be strictly adhered to.

Guidance

In line with decisions of the PFNCC The League cannot accept termination / break clauses in Contracts, except in cases where the PFA, on behalf of the player, agree.

The only situations where agreement has been given have related to known serious medical conditions which pose the risk of having to cease playing e.g. heart conditions.

Similarly, The League cannot accept contracts which seek to contradict or remove any of the provisions of the Standard Contract unless (a) they relate to clause 4 – image rights, provided equivalent provisions are contained within the image rights agreement; or (b) excluding clause 19 (severance pay) in a multiplicity contract (see Regulation 63.5).

The requirement for a Club to pay player wages is fundamental and late payment will result in misconduct proceedings, an embargo and also count towards the 30 days and the eventual fee restriction pursuant to Regulation 52.6

64.8 Clubs must ensure that any boy signing a contract part way through his scholarship must continue the educational aspect of the scholarship.

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

Guidance

If any disciplinary action is taken against a Player, the letter should state that he has the right of appeal to The League. Clubs should follow the guidelines regarding fines which are approved by PFNCC and circulated each season. Copies are available in the Player Administration section of the Club Portal.

64.10 Any appeal by a Player under the provisions of the Clause 10.3 of, or Paragraph 3.3.2 of Part 1 of Schedule 1 to, the Standard Contract, or by a Club under the provisions of Clause 11.2 of the Standard Contract shall be referred to a Player Related Dispute Commission.

64.11 Either the Club or Player may appeal against the decision of a Player Related Dispute Commission to the League Appeals Committee and such further appeal shall be made within seven days of receipt of the Commission's decision and shall be heard within fourteen days of receipt of the notice of appeal. Section 9 of these Regulations will not apply.

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

64.13 Unless otherwise agreed by The League, no lump sum payment shall be paid or payable by a Club to a Player during the first year of his employment as a Contract Player with that Club save for:

64.13.1 a Signing-on fee (which must be paid in accordance with Regulation 64.14); or

64.13.2 a sum paid in respect of the Player's relocation expenses not exceeding the amount from time to time permitted by HMRC to be paid for this purpose without income tax and national insurance liability.

Guidance

The introductory wording of Regulation 64.13, and the provisions relating to signing on fees in the following Regulation are intended to avoid situations where Players take large payments in Season one of a multi-year contract, and then seek to demand uplifts in subsequent years. The Regulations are as a direct result of requests from Clubs for these measures.

***Lump sum payments**. No payment can be made prior to twelve months' service unless contract runs for less than twelve months, in which case payment can be made on the last day of contract. See also note to Regulation 65.*

***Appearance payments**. To meet the above requirements, lump sum payments in respect of appearances may only be paid after twelve months' service, but The League will also accept provisions which allow payments after 40 appearances, and the Board has also determined that Clubs may make payments after a lesser number of appearances providing it is continuous provision throughout the period of the contract.*

In respect to Appearance payments only, service both as a Scholar and a Contract Player will count towards the 12-month threshold. Other Academy registrations will not count.

***Loyalty payments**. The League will permit Clubs to agree 'loyalty payments' provided the Player has completed 12 months service as a Contract Player and the contract makes it clear that to receive the payment the Player must still be in the service of the Club on the due date. Should the Player for any reason leave the Club, at the Club's request prior to the date, a sum shall be paid pro-rata on the services given at the date of cessation of employment with the Club and subject to the prior permission of the Board.*

Clubs should be aware that only signing on fees are classed as 'once only' payments for the purposes of Regulation 68.3 and any other types of bonuses including any loyalty bonus would need to be part included in any subsequent offer to an Under 24 Player before the Club will be able to retain compensation rights on expiry of the contract. One option for Clubs is to make a loyalty bonus subject to completion of a specified number of years' service, in which case the Player is not entitled to a similar payment under the new contract until he has completed an equivalent length of service under that new contract.

Relocation Expenses. *Under current HMRC Guidelines (available here) subject to meeting the relevant criteria, a Player may receive up to a maximum £8,000 tax free. The contract should provide that payment will only be made on the production of valid receipts.*

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

Guidance

Signing-on-Fees are the only payment in a Contract that can be referred to as once only or one-off for purposes of Regulation 68.3.

When a Player transfers during the term of his contract, if the intention is to waive any rights to future instalments of the signing on fee this must be secured by the Player signing a waiver. Failure to provide The League with a copy of the document will result in the Regulations having to be applied.

Where a Club seeks to register an Out of Registration Player after the closure of the mid-season transfer window, Clubs can choose to include a Signing-on-Fee, pay one pro-rata for the period up to 30 June or wait until the following season.

If a Player signs an updated contract, the parties are free to carry over any outstanding instalment from a previous contract if they so wish. Where this is agreed, provisions must be included to that effect in the new contract.

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

64.16 If the Club or the Player is not satisfied with the decision of the Player Related Dispute Commission there is a right of appeal to the League Appeals Committee within 14 days of receipt of the Player Related Dispute Commission's decision. The decision of the League Appeals Committee is final. Section 9 of these Regulations does not apply.

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

64.18 None of Regulations 64.14 to 64.17 shall apply where a Player is signed for a period of less than three calendar months.

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

64.20 When a Player's Standard Contract is terminated by mutual consent and/or by the Player exercising his rights under Regulation 4(7) of the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Club may retain the Player's registration until he signs for another Club and shall be entitled,

without further payment to the Player to a Transfer Fee or Compensation Fee (as applicable) in respect of any subsequent transfer of his registration. The Player shall be informed of the Club's intention to retain his registration. Any dispute in relation to the level of any Transfer Fee or Compensation Fee (as applicable) shall be determined in accordance with the provisions of Regulation 64.22.

Guidance

Clubs are free to enter into a compromise agreement with a Player on termination of the contract of employment. Copies of all compromise agreements, or confirmation no such agreement exists, must be supplied to The League along with the form for the cancellation of the registration, and the registration will not be cancelled until such time as the relevant agreement / confirmation has been received.

As a dispensation from Regulation 51.1.4 the Board has determined that payments due to a Player under a compromise agreement by reference to any transfer fee received / to be received by the Club, may be paid in line with such incoming transfer fee receipts in respect of that Player (i.e. to enable the Club to spread such payments so that they correspond with the date of receipt of any future instalments of the transfer fee). Any other amounts agreed between the Club and the Player under the compromise agreement (including, but not limited to, severance pay and wage allowance) can be paid in instalments, provided the full amount is paid within 12 months or by the date the relevant Player's contract should have expired, whichever is sooner. Any extended terms will require the prior approval of The League.

Clubs should take independent professional advice on tax consequences of termination payments.

64.21 When a Player's Standard Contract is terminated by his Club, the Club may retain the Player's registration until he signs for another Club and shall be entitled to a Transfer Fee or Compensation Fee (as applicable) in respect of the next transfer of his registration. The Player whose Contract is so terminated shall after six weeks from the date of the notice of termination be entitled to a weekly sum equivalent to his last weekly basic wage. The Club may at any time apply to the League Appeals Committee for that entitlement to be suspended either because of the facts leading to the termination or on the grounds that the Player has without good reason refused offers of employment from another Club or for other relevant reasons.

64.22 Any dispute between the Club holding the Player's registration and any other Club negotiating to obtain such registration as to the amount of compensation payable shall be determined by the Professional Football Compensation Committee whose decision shall be final and binding.

64.23 All Clubs must submit a Return of Players' Earnings for the previous tax year not later than 30 June in any year.

It is customary for wages to remain constant throughout the year. However, you may, subject to the consent of the Player reduce the wage during the close season.

To ensure Clubs are not avoiding the restrictions imposed by Regulation 64.13, any Club which seeks to reduce wages in second or subsequent years of the contract will be asked to substantiate the basis for doing so. It will speed up the process of registration if this is made clear at the time of submission of papers to this office.

Clauses providing for payment in Euros are acceptable, but Clubs accept any risks in relation to changes in the rate of exchange during the term of the contract.

Payments should be in the same currency throughout the contract.

65 **Minimum Wages**

65.1 The minimum weekly wage for Players shall be such sum as shall be specified by law from time to time.

Guidance

Minimum wage - Clubs must abide by the National Minimum Wage and National Living Wage legislation, further details of which can be found on www.gov.uk. The League has also issued detailed guidance (copies of which are available in the Player Admin section on the Club Portal). HMRC will from time to time visit Clubs and therefore Clubs do need to make sure that they are not in breach of Government legislation.

66 **Approaches by Clubs**

66.1 Clubs shall not directly or indirectly approach any Player whose name is on the Clubs List of players (as described in Regulation 70) of another Club except in accordance with Regulations 68 or 71.

66.2 Any Club wishing to obtain the services of a Player whose registration is open to transfer whilst under contract (as indicated on a Club's List of Players) must communicate any offer in writing (or if there is insufficient time, by telephone, confirmed in writing) to the Club holding the registration of such Player.

67 **Clubs Ceasing to be Members**

67.1 In the event of a Club ceasing to be a member of The League otherwise than by reason of promotion to The Premier League (and except as provided for in Regulation 67.3) all Contract Players and Scholars of such Clubs shall from the date of such cessation be deemed to be registered with The League and The League shall have the same rights in respect of the transfer of the registrations of all such Contract Players and Scholars as such Club had until the date of such cessation. The Board shall assess the fees to be placed upon the transfers of such registrations, subject to any appeal to the Professional Football Compensation Committee, and any fees derived from such transfers shall belong to The League. The registration of any Academy Player shall be released forthwith.

67.2 The Board shall have the power to make from any fees received by The League, a grant to any Club to which Transfer Fees and/or Compensation Fees are owed by the Club ceasing membership. The amount of the grant shall be entirely a matter for the Board and no Club shall have a claim as of right to all or any part of such fees. In its absolute discretion the Board shall apply the following:

67.2.1 where the fees are received from the transfer of a particular Player, those fees shall be paid to any Club or Clubs owed Transfer Fees or Compensation Fees in respect of that same Player. Where there is more than one Club, payment shall be pro-rata; and

67.2.2 if any fees remain after paying the Club or Clubs referred to in Regulation 67.2.1, such fees shall be paid to any other Club or Clubs owed Transfer Fees or Compensation Fees by the Club ceasing membership. Where there is more than one Club, payment shall be pro-rata.

67.3 In the event of a Club retiring as a member of The League and joining The National League under the provisions of Regulation 10 the following conditions shall apply to Players registered with such Club.

67.4 An Under 24 Player who has refused an offer of re engagement made by his Club in accordance with Regulation 68 who remains in dispute with his Club as at the 15 July next following the Club's loss of League status must sign a National League registration form and Contract with his Club which Contract must contain a clause consistent with Regulation 68.9.1 to the effect that the Player remains free to speak to other Clubs without restriction subject to him keeping the Club with which he is contracted, aware of any negotiations. The Contract should contain the same financial terms as were included in clauses Schedule 2 of his last Standard Contract except that a signing on fee stipulated to be a once only payment need not be repeated and the Player will be bound by any new incentive schedule. If the Player refuses to be registered in The National League then his Club will be entitled to retain compensation rights without payment of a wage. The Professional Football Compensation Committee will on application from a Club or Player determine a dispute over the Compensation Fee.

67.5 A Player's Contract which is not due to expire until after the next 30 June following the Club's loss of League status will remain valid in The National League.

67.6 The registrations and contracts of Scholars may be maintained provided that the Club continues to fulfil the requirements imposed by the Scholarship Agreement and the Youth Development Rules relating to the operation of a Scholarship Programme, otherwise the Scholars will be entitled to their release.

67.7 The registrations of Academy Players may be retained by The League in favour of the Club provided that the Club continues to fulfil the requirements imposed by the Academy Player's registrations and the Youth Development Rules relating to the operation of an Academy, otherwise the Academy Players will be entitled to their release.

68 **Transfers After Expiry of Contract**

68.1 Subject to the provisions of these Regulations, (and, in particular, Regulation 44) a Player shall be free to seek registration with any Club of his choice, on the expiry of his contract of employment.

68.2 Any Club wishing to re-engage a Contract Player whose contract is due to expire on 30 June must, save as mentioned in Regulations 68.2.1 to 68.2.4 below, notify him in writing by the third Saturday in May in the final year of his contract whether or not they offer him terms of re engagement specifying (where applicable) such terms. Notification of the terms offered may only be deferred:

Guidance

Accordingly, via the PFNCC, the PFA, Premier League and The League have agreed template holding letters which are available in the Player Administration Section of the Club Portal. Clubs have the choice of re-engagement letters. Form A1 is the traditional letter which sets out in detail the terms offered and Form A2 is the holding letter which enables the Club to protect its compensation rights prior to sitting down with the Player and negotiating in detail the new terms.

68.2.1 in the event of a Club not having completed its League programme by the third Saturday in May, and then only if any outstanding fixture or fixtures could have some bearing on the issues described in Regulation 10 or on possible qualification for other competitions; or

68.2.2 in the event of a Club being involved in the end of Season Play Off competition as described in Regulation 10; or

68.2.3 in the event of a Club still being involved in a Football Association Cup match on or after the third Saturday in May; or

68.2.4 in the event of a Club still being involved on or after the third Saturday in May in a competition arranged under the auspices of The League.

In these circumstances Players must be notified of the terms offered within four days of the Club's last such match.

68.3 Subject to the provisions of this Regulation 68, any Club which makes an offer in accordance with Regulation 68.2 of re engagement to a Contract Player who is an Under 24 Player and which is in the opinion of the Board not less favourable than the current remuneration provisions set out at Schedule 2 of the Player's Standard Contract, shall be entitled to a Compensation Fee in respect of the loss of the Player's registration, should the Player sign for another Club. In order to comply with this Regulation, the annual value of the terms offered must be at least equivalent to the most favourable year's remuneration provisions in the Player's previous contract (taking into account prospective divisional status and any divisional related payment provisions). The terms offered to Players for re engagements must be as favourable overall except that a signing on fee included in the previous contract and stated

to be a once only payment need not be repeated. Copies of all offers of re engagement made to Contract Players must be sent to The League.

68.4 The Player must notify in writing the Club holding his registration within one month of the date on which notification of the said terms of re engagement were sent, whether or not he accepts their offer of re engagement. If the Player has not replied in writing to the Club's offer of re engagement by 30 June, the offer shall automatically lapse. In the case of an Under 24 Player, the Club's compensation rights shall not be affected.

Guidance

The League's position is that after the one month period set out in the first sentence of Regulation 68.4, the Club may withdraw the offer at which point the Player will not be able to unilaterally accept that offer, leaving the Club free to pursue alterative options for new players without the risk of the player accepting. If the offer is not withdrawn, it will then lapse automatically on 30 June at which point the Player will not be able to unilaterally accept. However, there has been no decided case on this point, and nor has the PFCC considered the impact of a Club adopting that approach on the level of compensation which might be awarded under Regulation 68.5.

68.5 If by or following the expiry date of the Player's contract the Club holding the Player's registration and any other Club which subsequently obtains or is then negotiating to obtain such registration have not reached agreement on the amount of Compensation Fee payable either of the Clubs concerned or the Player shall have the right to request that the fee be determined by the Professional Football Compensation Committee in accordance with Regulation 69 and in the event of such right being exercised, it or he shall inform the other such parties and the Secretary of the Professional Football Compensation Committee forthwith. Both such Clubs shall provide the Professional Football Compensation Committee with all relevant information. The Professional Football Compensation Committee shall as soon as possible determine the amount of Compensation Fee and its determination shall be final and binding.

Guidance

In the event of the Player wishing to sign for a Club not in membership of The League or The Premier League, i.e. a non-League Club, The Football Association Rule C.79.1.2 applies in respect of the registration of Players by clubs in other leagues.

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

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

68.8 The Board shall determine any dispute between Clubs about the method of payment of a Compensation Fee.

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

68.9.1 enter into a contract with the Player in accordance with the provisions of Regulation 64 but providing that the Player's registration may be transferred to another Club at any time during the currency of such contract (subject to the provisions of Regulation 44 for a fee determined in accordance with these Regulations); or

68.9.2 continue to pay the Player the basic wage payable under the contract which shall have expired. In such event the Player shall not be eligible to play for the Club holding his registration nor be subject to the regulations and discipline of such Club, and (so long as it continues to pay the Player the basic wage as aforesaid) such Club shall be entitled to a Compensation Fee from any other Club wishing to obtain the registration of the Player. The Player shall be an Out of Registration Player for the purposes of Regulation 44.2.1. On the application of the Club made on or after the first day of the Season the Professional Football Compensation Committee may rule that because the Player has without good reason refused offers of employment with another Club or other Clubs or because there are other relevant circumstances, the Club may retain its entitlement to a Compensation Fee as aforesaid without being obliged to continue to pay over basic wage after a date stated in this ruling; or

68.9.3 agree with the Player that the Player shall continue playing for the Club on a week by week basis under the financial terms of his last contract unless the Club incentive schedule paid in accordance with that contract has been changed in which case the Player will receive the revised incentives. The Player will, in these circumstances, be subject to Club regulations and discipline and to the Football Association Rules and these Regulations. In order to maintain compensation rights on the registration of a Player employed at the end of a Season on a week by week basis under the provisions of this Regulation a Club must, between the fourth Thursday in March and the third Saturday in May (both dates inclusive) notify the Player in writing of its intentions. If the week to week contract expires during a Closed Period then the Player will not be eligible to play for another League Club until the commencement of the next following Transfer Window; or

68.9.4 cease to pay the Player the basic wage as detailed in Regulation 68.9.2, in which case the Player shall be free to negotiate with, sign for and be registered with any other Club at any time without payment by such other Club of any Compensation Fee; or

68.9.5 cease to pay and play the Player on a weekly basis as detailed in Regulation 68.9.3, in which case the Player shall be free to negotiate and sign for any other Club at any time (but he will not be eligible to play for another League Club until the commencement of the next following Transfer Window) without payment by such other Club of any Compensation Fee.

In either of the circumstances set out in Regulations 68.9.4 or 68.9.5, two weeks' notice in writing must be given before payment to the Player ceases.

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

68.11 Clubs must notify the Player and The League of all offers received for the Player's registration.

68.12 Any Club wishing to place the name of a Non-Contract Player on its List of Players for the following Season must so notify him in writing in accordance with the procedure laid down in Regulation 68.2.

68.13 An Under 24 Player who has not received written notice from his Club of an offer of re engagement in accordance with this Regulation shall continue to receive from his Club as severance payment his weekly basic wage for a period of one month from the expiry date of his contract or until the Player signs for another Club, whichever period is the shorter, provided that where a Player signs for a Club within the month at a reduced basic wage then his old Club shall make up the shortfall in basic wage for the remainder of the month.

Guidance

Players over the age of 24 who have not been offered terms of re-engagement or the terms offered are less favourable, will be entitled to severance pay in accordance with the terms of the contract, subject always to a cap of double the maximum sum which an Employment Tribunal can award from time to time as a compensatory award for unfair dismissal (c£173,000).

If the salary is reduced during the summer months, the severance payment is calculated on the average monthly salary across the final year of the contract.

68.14 The action of a Club in securing a Player's signature on a Standard Contract shall constitute an acknowledgement of that Club's liability to pay the appropriate Compensation Fee in accordance with these Regulations.

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

68.16 For the purposes of both Regulations 68.7 and 68.13, a Player who is entitled to receive his basic weekly wage for a period of one month from the expiry date of his contract and subsequently signs for another Member Club will be deemed to have signed for that new Member Club on the date:

68.16.1 of his contract of employment with the new Club;

68.16.2 on which the new Club publicly announces the signing of the Player;

68.16.3 on which the new Club nominates the Player as one of those covered by the League's centrally purchased Player's personal accident insurance policy (if any); or

68.16.4 the Player was named by the new club on a team sheet in any match (including friendly or training matches),

whichever is the earlier. For the purposes of determining the amount payable by the new Club, the Player's salary with that Club will be deemed to be an amount equal to the average weekly wage to be paid to that Player by the new Club in the first Season of his employment.

Guidance

The above Regulation was amended to ensure that Clubs signing out of contract players make up the wages with effect from the practical date of signing the Player. The practical date of signing will be deemed the earliest of the following: the Player is announced as having signed, participates in a friendly match or is allocated as one of the Club's Players under The League's centrally purchased personal accident insurance policy.

The obligation will only arise in the event the Player signs a contract with the new Club. It will not cover Players who only ever trial at a Club. However, where a Player who is trialled in the first instance and then signs a full contract, the effective date for payment of the wages will be the earlier date. For the purposes of determining the amount payable by the new Club, the Player's salary with that Club will be deemed to be an amount equal to the average weekly wage to be paid to that Player by the new Club in the first Season of his employment.

69 **Compensation Fee for Players out of Contract**

69.1 In determining the Compensation Fee under Regulation 68.5 the Professional Football Compensation Committee shall take into account the costs set out in Regulations 69.2 and 69.3 and any of the criteria set out in Regulation 69.4.

69.2 Any cost incurred by either Club in operating an Academy including (without limitation) the cost of providing for students:

69.2.1 living accommodation;

69.2.2 training and playing facilities;

69.2.3 scouting, coaching, administrative and other staff;

69.2.4 education and welfare requirements;

69.2.5 playing and training strip and other clothing;

69.2.6 medical and first aid facilities; and

69.2.7 friendly and competitive matches and overseas tours.

69.3 Any other costs incurred by the Transferor Club directly attributable to the training and development of Players including any Transfer Fee or Compensation Fee referred to in Regulation 69.4.3.

69.4 The criteria are:

69.4.1 the status of the two Clubs involved;

69.4.2 the age of the Player;

69.4.3 the amount of any Transfer Fee or Compensation Fee paid by the Transferor Club upon acquiring the registration of the Player;

69.4.4 the length of time during which the Transferor Club held the registration of the Player;

69.4.5 the terms of the new contract offered to the Player by both Clubs;

69.4.6 the Player's playing record in Club and international team appearances; and

69.4.7 substantiated interest shown by other Clubs in acquiring the services of the Player.

70 **List of Players**

70.1 Every year each Club shall forward to The League no later than the deadline laid down in Regulation 68 for the notification of Players, a Club List of Players' names for registration by The League including:

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

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

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

70.1.4 Players employed on a week by week basis under the provisions of Regulation 68.9.3 to whom the Club has either made a further offer of re engagement or indicated that it wishes to continue with the week by week agreement;

70.1.5 Scholars with whom agreements are in existence; and

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

70.2 Full first names shall be included in all cases.

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

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

Guidance

The List of Players is managed via iFAS on the Club Portal. Full details are circulated to Clubs prior to the deadline for submission of the information.

71 **Players Over 24**

71.1 A Player aged 24 years or over as at 30 June is entitled (subject to Regulation 44 to sign for any Club of his choice without restriction on the expiry of his contract on or after that date without payment of any Compensation Fee.

71.2 A Player who is under 24 years as at 30 June will have to wait until the following 30 June before he is entitled to the benefit of Regulation 71.1.

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

71.4 This Regulation 71 applies notwithstanding any other provisions in these Regulations and if there is any conflict, Regulation 71 shall prevail.

72 **Avoidance and Evasion of Transfer Fees and/or Compensation Fees**

72.1 If in the opinion of the Board a Standard Contract has been drawn up or amended with the purpose or effect of avoiding or evading the payment of full compensation in accordance with the intent of the provisions of these Regulations, the Board shall require the Club which is responsible for so drawing up or amending the contract to pay to the Club entitled to compensation the amount of compensation which the Board considers in its absolute discretion ought to be paid.

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

72.3 If any question within the ambit of this Regulation 72 shall arise in relation to a transfer between Clubs in membership of The League and The Premier League, any issues relating to alleged misconduct shall be referred to the Football Association and any question relating to the Transfer and/or Compensation Fee payable shall not be referred to the Board but direct to the Professional Football Compensation Committee.

73 **Professional Football Compensation Committee**

73.1 The Professional Football Compensation Committee shall adjudicate upon disputes:

73.1.1 arising from the transfer of registrations of Non-Contract Players under Regulation 61;

73.1.2 arising from the re engagement system for Contract Players including disputes under Regulation 68; and

73.1.3 as provided in Regulations 64, 67 and 74;

73.2 The provisions of Appendix 4 – Regulations of the Professional Football Compensation Committee shall govern the conduct of proceedings before it.

74 **Other Disputes**

74.1 Any dispute or difference not otherwise expressly provided for in these Regulations between a Club and any Player shall be referred in writing to a Player Related Dispute Commission for consideration and adjudication.

74.2 A Player Related Dispute Commission shall follow the process set out in Regulations 90 to 92 inclusive and Appendix 2.

74.3 Any dispute or difference referred to a Player Related Dispute Commission, including any appeals to the League Appeals Committee, shall have due regard to the overriding objective detailed at paragraph 9 of Appendix 2.

75 **Appeals from a Player Related Dispute Commission**

75.1 Any Club or Player aggrieved by the decision of a Player Related Dispute Commission may appeal against that decision to the League Appeals Committee (and not, for the avoidance of doubt, to arbitration in accordance with Section 9 of the Regulations).

75.2 The League Appeals Committee shall comprise:

75.2.1 the chairperson of the Professional Football Negotiating and Consultative Committee, or their nominee, who shall act as the independent chairperson of the Committee and who in case of equality of votes, shall have a second or casting vote;

75.2.2 a nominee of the Board;

75.2.3 a nominee of The Professional Footballers' Association.

75.3 Notice of appeal must be lodged with the company secretary of The League within fourteen days of the Player Related Dispute Commission's decision.

75.4 The Player may if he so desires be accompanied or represented at the Player Related Dispute Commission hearing and/or on the hearing of the appeal to the League Appeals Committee by an officer of the Professional Footballers' Association. The Player and/or Club shall also be entitled to be legally represented but they must give The League prior written notice of their intention to be legally represented.

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

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

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

75.8 The chairperson of the League Appeals Committee may give directions as they think fit for the future conduct of the proceedings addressed in writing to the parties with which the parties shall comply without delay.

75.9 The chairperson of the League Appeals Committee shall have an overriding discretion as to the manner in which the hearing of the proceedings shall be conducted.

75.10 Unless:

75.10.1 as otherwise agreed between the parties;

75.10.2 as directed by the chairperson in exercise of their discretion under Regulation 75.9 above; or

75.10.3 as prescribed by Regulation 75.13 below,

the League Appeals Committee shall proceed by way of a review of the evidence presented before, and the decision of, the Player Related Dispute Commission with the parties having the right to make written and oral submissions on those matters only.

75.11 The League Appeals Committee shall not be bound by any enactment or rule of law relating to the admissibility of evidence in proceedings before a Court of Law.

75.12 If any party wishes to introduce new evidence then their notice of appeal or reply must state so clearly and include a copy of any such evidence. The chairperson of the League Appeals Committee shall have absolute discretion to determine whether such new evidence shall be admitted. Such evidence will not be admitted unless:

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

75.12.2 the evidence is credible; and

75.12.3 the evidence is relevant.

75.13 Where the chairperson of the League Appeals Committee decides to admit the new evidence under Regulation 75.12, the appeal shall be conducted as a full re-hearing.

75.14 The League Appeals Committee shall give reasons for its decision.

75.15 Further, the League Appeals Committee may make such order in respect of:

75.15.1 the costs of the investigation; and

75.15.2 the costs of the proceedings; and

75.15.3 the costs of the League Appeals Committee as it may think fit.

75.16 The League Appeals Committee shall have the power to enquire into any costs claimed by a party and to order that such costs be assessed on an equivalent basis to detailed assessment in the High Court.

75.17 The decision of the League Appeals Committee on all matters coming before it shall be final and binding on all parties and the provisions of section 9 shall not apply to disputes of this nature.

75.18 Should the independent chairperson for any reason be absent or unable to act a Deputy independent chairperson shall be appointed to act in their place by agreement between The League and The Professional Footballers' Association.

76 **Inducements and Approaches**

76.1 Subject to the provisions of Regulations 68 and 76.2, Clubs, Officials, Players shall not (and shall procure that their respective employees, agents or Intermediaries shall not) directly or indirectly induce or attempt to induce a Registered Player of another Club or a Premier League club to leave for any purpose whatsoever the employment of the Club with which he is registered or cease to be so registered. Any penalty imposed on a Club may include the refusal to register for the Club, guilty of the infringement, any Player whom they consider has been so induced.

76.2 Notwithstanding the provisions of Regulation 76.1, a Club shall be at liberty after the third Saturday in May in any year (or as determined by Regulations 68) and before the 1 July next following to make such an approach to a Contract Player:

76.2.1 who will become an Out of Contract Player on that 1 July; and

76.2.2 who has received no offer from his Club under Regulation 68; or

76.2.3 who has received but has declined such offer in writing.

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

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

76.5 Subject to the provisions of Regulations 68 and 76.6 a Registered Player shall not directly or indirectly communicate with or approach another Club or any Official or Player of another Club with the object of negotiating or arranging the transfer of himself or another Player to such other Club during the currency of a contract. Any infringement of this Regulation shall render the Player concerned and any Club, Official or other Player who enters into communication or negotiation shall be guilty of misconduct.

76.6 Notwithstanding the provisions of Regulation 76.5, after the third Saturday in May in any year (or as determined by Regulations 68) and before the 1 July next following, a Contract Player to whom Regulation 76.2 applies or any person on his behalf may make such an approach to a Club (or club) with a view to negotiating a contract with such Club (or club).

SECTION 7 BROADCASTING AND SPONSORSHIP

77 Televising of Matches

77.1 No audio and/or visual footage from any match in any competition conducted by The League shall be televised or recorded or transmitted by internet, television, mobile networks, satellite or cable or any similar method except with the written consent of The League nor shall any Club take part in any match (except matches in the Football Association Challenge Cup Competition) which is to be televised or recorded or transmitted by satellite or cable or any similar method without first obtaining the written consent of The League.

77.2 The League or any subsidiary or associated company of The League or duly authorised agent or Broadcast Partner(s) (and its respective employees and agents) shall be allowed access to the grounds broadcast and production equipment, structures, facilities and spaces of all Clubs (including without limitation to the television gantries, camera, commentary, presentation, reporter and interview positions, cabling, utilities (including provision of uninterrupted, resilient and adequate power and connectivity supply) and parking facilities) as The League may require and/or direct from time to time for the benefit and use for the purpose of recording or broadcasting matches arranged under the jurisdiction of The League.

77.3 Clubs shall maintain all equipment, facilities, structures and utilities (and ensure the same are safe and fit for purpose, including in accordance with any applicable legislation) to be used by the League's Broadcast Partner(s), and shall provide evidence of such maintenance as the League may reasonably require from time to time.

77.4 Clubs must not cause damage or interference to any equipment, facilities, structures and utilities which are owned or controlled by the League's Broadcast Partner(s) when being used at Club premises.

77.5 Each Club will behave towards the League's Broadcast Partner(s) with the utmost good faith.

78 Television Payments to the PFA

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

79 Commercial Agreements

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

79.2 The Board is empowered on behalf of The League to enter into any commercial contract which is considered to be in the best interests of The League and the Clubs save that the Board is not empowered to enter into any contract or agreement relating to television rights or any other commercial contract which represents more than 25% of the projected income of The League over the period of the contract or agreement, unless such contract or agreement has been approved in principle:

79.2.1 by a majority of the votes cast by all Member Clubs; and

79.2.2 at the same time by a majority of the votes cast by all the Member Clubs which are then in the Championship Division,

in each case present and voting either in person or by proxy. A meeting to consider a resolution under this Regulation shall not be a general meeting of The League and the provisions of Articles 8.1 and 8.2 (minimum notice periods) shall not apply.

Guidance

A resolution under this Regulation shall be sought at close of bidding and recommended offer stage, however the Board shall be entitled to seek further ratification of the approval granted if the Board considers there to be material changes which arise out of the negotiation process.

79.3 Any contract agreement so entered into by The League shall be binding upon Clubs and Clubs shall not enter into commercial contracts which are at variance with commercial contracts entered into by The League.

Guidance

Clubs should refer to the Commercial Handbook for an overview of the requirements of such commercial contracts entered by the League, along with any other communications the League may provide to Clubs from time to time. In addition to all such requirements, the League may also request Clubs to provide additional support to Broadcast Partner(s) and/or other commercial partners and sponsors of the League from time to time.

79.4 Without limitation to Regulation 79.3 each Club and Player shall comply with any reasonable requests made by, or on behalf of, the League to allow a Players image to be used to enable the League to fulfil its commercial contracts, provided that, where the size of the product permits, the League shall not use the images of less than four Contract Players, each from a different Club, on any one product.

Guidance

The requirement at Regulation 79.4 will include (without limitation) the expectation on Clubs to provide Player headshots to the League's Broadcast Partner(s) and/or other commercial partners and sponsors of the League at the start of the Season and as and when new signings (whether permanent or temporary) are made thereafter during the course of the Season.

79.5 The League shall inform Clubs of the relevant terms of all such commercial contracts entered into by The League and when doing so can (without prejudice to the rights of The League to bring proceedings before a Disciplinary Commission for breaches thereof) designate certain requirements of those commercial contracts as strict liability offences in accordance with Regulation 88 and subject Clubs to the imposition of fixed penalties in the event of default.

79.6 In any event, each Club shall indemnify The League against any liability The League may incur in the event of a finding by a Court of Law or other body of competent jurisdiction that The League induced the Club to breach a contract with a third party as a result of requiring the Club to comply with this Regulation 79.

79.7 The League shall establish a Commercial Committee to advise and assist the Executive and the Board on all matters relating to the negotiation of all commercial contracts relating to television, broadcasting and radio rights and Internet programming and title sponsorship of The Championship. The terms of reference relating to the operation of the Commercial Committee will be determined by the Board and the Commercial Committee and communicated to all Clubs.

79.8 The Commercial Committee shall be made up as follows:

79.8.1 the Chief Executive;

79.8.2 three representatives of The Championship;

79.8.3 one representative of League One; and

79.8.4 one representative of League Two,

with the representatives listed at Regulations 79.8.2 to 79.8.4 inclusive being the '**Club Representatives**'.

79.9 Every candidate for the role of Club Representative must be either:

79.9.1 a commercial director (or equivalent); or

79.9.2 a Director, chief executive or other senior Official with relevant commercial experience,

of a Member Club in the relevant division. No Club may appoint more than one Club Representative at any one time.

79.10 Every candidate for the role of Club Representatives shall complete a nomination paper in the form required by The League and the completed form must be filed at the Registered Office.

79.11 The League will conduct a ballot of the Clubs in that Division to determine or ratify (where the number of nominations match the number of vacancies) the nominated Club Representatives.

Guidance

In terms of transition arrangements, the current Commercial Committee members will stand down at the date of adoption of these Regulations but will be eligible for re-election (subject to fulfilling the criteria) under the new Regulations and any prior service will not count towards the first term limit.

79.12 Each Club Representative will be required to enter into an agreement with The League outlining their roles and responsibilities, which will also need to be countersigned by their Member Club. All League matters reported to or discussed amongst the Commercial Committee must be treated in strict confidence (and in any case in accordance with the confidentiality obligations set out in the Club Representative's agreement with The League). The term of office of each Club Representative shall be three Seasons, subject to the provisions of Regulations 79.8 to 79.10.

79.13 Any commercial contract recommended by the Commercial Committee shall nevertheless remain subject to formal approval of the Board (and where applicable approval of the Clubs pursuant to Regulation 79.2).

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

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

79.16 The compensation payable by The League to a Club under the foregoing provisions shall be such as is agreed between the parties or in default of agreement as determined in accordance with Section 9 of these Regulations.

Guidance

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

80 **Programme Advertising / Editorial**

80.1 Where a Club produces a match programme, the Club must make available one full page of advertising or editorial material in that match programme for the benefit of The League to promote League initiatives.

80.2 Any Club not producing a match programme will be required to agree alternative inventory with The League.

81 **Football Foundation Advertising**

81.1 Clubs shall each Season make available for the benefit of the Football Foundation not less than 1.33 million advertising impressions (of a size to be agreed with The League) on the Club's official website for the benefit of the Football Foundation.

Guidance

Adverts delivered under this Regulation should meet the standard 'MPU' measurement of 300 pixels wide by 250 pixels tall. Should any Club site need to feature adverts with different proportions then the League will consider those as acceptable where it can be shown that those alternatives provide an equivalent level of exposure to the standard.

82 **Pre and Post-Match Media Arrangements**

82.1 Each Club shall facilitate pre-match media arrangements with its Manager at least one day in advance of each match played under the auspices of The League. These should include interviews for The League's broadcast partners where requested and the opportunity for accredited representatives of other media to ask relevant questions.

82.2 In addition to any obligations imposed on Clubs, Officials, Managers and Players under the terms of any commercial contract notified in accordance with Regulation 79 the Home Club shall facilitate post-match media arrangements following the conclusion of each match played under the auspices of The League. These should include interviews for The League's broadcast partners where requested and the opportunity for accredited representatives of other media to ask relevant questions.

82.3 Each Club participating in the relevant match shall procure the compliance by their Manager in respect of these obligations.

83 **League Media Events**

83.1 Each Club shall, when requested to do so by the League, ensure that at least one first team squad Player and/or the Manager are available to attend media events as organised by The League from time to time. Such attendance shall mean the Player and/or Manager being available for a continuous two-hour period at a location of the League's choice and include their being interviewed by The League, The League's appointed broadcasters and other invited media. No Club will be required to procure attendance more than twice in any Season with at least one attendance designated to The League's central annual community activity (as designated from time to time).

83.2 In the event that a Club fails to comply with Regulation 83.1:

83.2.1 in the case of a first breach, the Club shall be required to commit additional time and resources of the kind described in Regulation 83.1 at such time and at such location as The League, acting reasonably, shall direct;

83.2.2 in the case of any second breach in the same Season, be subject to a fine in accordance with Regulation 88 (Strict Liability Offences); and

83.2.3 in the case of any further breach(es) in the same Season, be guilty of Misconduct.

SECTION 8 INVESTIGATIONS AND DISCIPLINARY PROCEEDINGS

84 **Investigations and Disciplinary Proceedings**

84.1 The League shall have power to initiate and prosecute disciplinary proceedings against any person subject to these Regulations for breach of these Regulations or other conduct amounting to Misconduct.

84.2 The League shall have the power to investigate any of the following:

84.2.1 suspected or alleged breach of any of these Regulations; and/or

84.2.2 any complaint, allegation or suspicion of financial or other irregularity; and/or

84.2.3 misconduct,

by any Club, Official or Player.

84.3 The League shall have the power to require any Club, Player or Official to:

84.3.1 provide such specific or general information on League affairs as The League may request in writing; and/or

84.3.2 attend any inquiry, hearing or proceedings to answer questions; and

84.3.3 to produce documents within their power, possession, custody and / or control,

as The League may direct.

84.4 The League may instruct such advisers as they wish for the purposes of carrying out such investigations, inquiry, hearing or proceedings.

84.5 Any failure by any Club, Player or Official to co-operate with any request for information or disclosure from The League under this Regulation shall be treated as a separate breach of these Regulations.

84.6 Subject to Regulation 84.7, it shall be no answer to a request from The League to disclose documents or information pursuant to this Regulation that such documents or information requested are confidential. All Clubs, Players and Officials must ensure that any other obligations of confidentiality assumed are made expressly subject to The League's right of inquiry under these Regulations.

84.7 No Club, Player or Official shall be under an obligation to disclose any documents rendered confidential by either the order of a court of competent jurisdiction or by statute or statutory instrument.

84.8 The League shall, in all cases, charge its costs of investigations (including but not limited to all legal fees (including in-house solicitors), professional fees and disbursements) to the relevant Club charged as a result of The League's investigation and where that charge is resolved by:

84.8.1 an Agreed Decision (as per Regulation 86); or

84.8.2 an order of a Disciplinary Commission (or League Arbitration Panel) in favour of The League,

such costs shall be paid within 14 days of being demanded by The League.

Guidance

The Club in receipt of a charge should be the party who should ultimately pay the costs of the League's investigation, should such charge result in an Agreed Decision or an arbitration award in favour of the League. This will help ensure costs of investigations are paid by the relevant Club in breach of the Regulations and not from central funds of the League.

85 **The League's Disciplinary Powers**

85.1 The League has the power to bring disciplinary proceedings for misconduct against any Club, Official, Player and/or any other individual subject to these Regulations by:

85.1.1 imposing a fixed penalty in accordance with the provisions of Regulation 88;

85.1.2 referring the matter to a Disciplinary Commission appointed under Regulation 90;

85.1.3 referring the matter to the Football Association in accordance with Regulation 89; or

85.1.4 in respect of the Financial Regulations, referring the matter to the CFRP in accordance with Appendix 6.

85.2 The same facts or matters may constitute a breach of more than one Article, Regulation, order, requirement, direction or instruction referred to above. The League may bring a charge or such charges as it sees fit.

86 **Agreed Decisions**

86.1 Agreed Decisions may be deemed appropriate in circumstances which justify the conclusion of an effective and equitable resolution without referring the matter to a Disciplinary Commission.

86.2 Agreed Decisions may set out the obligation(s) to be fulfilled by the Club, Official, Player or other individual (in each case current or former) (the '**Proposed Respondents**'), including any possible application of sanctions and measures and, where necessary, a specific timeframe.

86.3 Agreed Decisions may include any sanction that could be imposed by a Disciplinary Commission.

86.4 Subject always to Regulation 84.8, The League will propose a sanction and detail its reasons in writing (a '**Proposed Sanction**'). The Proposed Respondents shall have two options:

86.4.1 to accept the Proposed Sanction within 14 days of receipt; or

86.4.2 to reject the Proposed Sanction, in which case the matter shall be referred to the Disciplinary Commission in accordance with this Section 8.

86.5 In the event that no response is received within 14 days the matter shall be referred to the Disciplinary Commission for determination in the manner set out in this Section 8.

86.6 Where the Proposed Respondent accepts the Proposed Sanction in accordance with this Regulation 86, the matter shall be referred to one of those individuals who have elected to act as a chairperson of the Disciplinary Commission (using the same appointment process as set out in Regulation 91.4).

86.7 In the event that the individual appointed pursuant to Regulation 86.6 does not ratify the Proposed Sanction, the matter shall be referred to the Disciplinary Commission for determination in accordance with this Section 8. The individual appointed pursuant to Regulation 86.6 shall not act as the chairperson of the Disciplinary Commission pursuant to Regulation 91.4.

86.8 Any Club, Official, Player or other individual (in each case current or former) who accepts an Agreed Decision shall be deemed to have consented to publication in the media of the Agreed Decision in accordance with the principles of Paragraph 20 of Appendix 2 to these Regulations.

86.9 If a Club, Official, Player or other individual (in each case current or former) fails to comply with the terms of an Agreed Decision, they shall be guilty of misconduct.

86.10 The decision as to whether to propose and/or enter an Agreed Decision is a matter for the League in its absolute discretion. Respondents in any disciplinary investigation and/or proceedings shall not be permitted to:

86.10.1 make any proposal regarding an Agreed Decision on a without prejudice save as to costs (or equivalent) basis; and/or

86.10.2 argue that a refusal by the League to propose and/or enter an Agreed Decision provides grounds for:

(a) mitigation; and/or

(b) an award of costs in their favour.

87 **Continuing Jurisdiction**

87.1 For the avoidance of doubt, any:

87.1.1 Promoted Championship Club;

87.1.2 Club relegated from The League to The National League (or any other competition sanctioned by the Football Association);

87.1.3 person applying to become a Director; and/or

87.1.4 former Player or Official,

remains subject to the jurisdiction of The League and each of the powers set out in this Section 8 and Section 9 of the Regulations in respect of any alleged or anticipated breach of these Regulations, any alleged or anticipated Misconduct or any fact, matter or dispute relating to the period during which they were a Club, applying to become a Director, a Player or an Official.

87.2 Each of the persons and/or legal entities listed in Regulation 87.1:

87.2.1 acknowledge and agree that they remain bound by and subject to the provisions of this Section 8 and Section 9 of these Regulations (agreement to arbitrate); and

87.2.2 waive any rights to claim that they are not subject to the jurisdiction of The League by virtue of their ceasing to be a Club, Player or Official,

in respect of any fact, matter or dispute relating to the period during which they were a Club, applying to become a Director, Player or Official.

Disciplinary Issues involving Promoted and Relegated Clubs

87.3 Where a Promoted Championship Club, or any Official or Director of that Promoted Championship Club, is the subject of any investigation or dispute involving The League for alleged or anticipated breaches of the Relevant Financial Fair Play Rules as at the date on which the Promoted Championship Club ceases to be a Member Club and becomes a member of the Premier League in accordance with Regulation 10.1 and Premier League Rule B.4:

87.3.1 The League shall notify the Premier League of any such investigation or dispute in writing within 14 days of the date when membership is transferred;

87.3.2 At any time thereafter, the responsibility for and the conduct of any such investigation or dispute may pass to the Premier League and the provisions of any equivalent rules of procedure in the Premier League Rules will apply, if at any time the Premier League and The League agree. In such a case, The League shall be entitled to provide to the Premier League any documents or information that The League has obtained or compiled in the course of its investigation and/or in the course of the dispute; and

87.3.3 The League shall be entitled to make submissions as to its costs of the investigation and/or dispute before any commission (or other such panel) appointed to hear the matter (whether as part of a settlement or final hearing).

87.4 Where a Relegated PL Club, or any Official or Director of that Relegated PL Club, at the point at which it becomes a Championship Club in accordance with Regulation 10.1 is the subject of an investigation by the Premier League for alleged or anticipated breaches of the Relevant Financial Fair Play Rules responsibility for that investigation may pass to The League, if at any time the Premier League and The League agree. In such a case:

87.4.1 The League shall be entitled to obtain from the Premier League any documents or information that the Premier League has obtained or compiled in the course of its investigation, and for the avoidance of doubt The League shall be entitled to use any such documents or information in its own investigation;

87.4.2 Section 8 of these Regulations will apply in full in respect of the investigation (with the reference to 'these Regulations' in Regulation 84.1 deemed to include the Relevant PL Rules);

87.4.3 the disciplinary powers set out in Section 8 will apply in full in respect of the matter (with the reference to 'these Regulations' in Regulation 84.2.1 and 85.1, deemed to include the Relevant PL Rules); and

87.4.4 the Premier League shall be entitled to make submissions as to its costs of the investigation before any Disciplinary Commission (whether as part of a settlement or a final hearing).

87.5 Where a Relegated PL Club, at the point it ceases to be a member of the Premier League and becomes a Championship Club in accordance with Regulation 10.1, is engaged in a dispute with the Premier League in relation to any aspect of the Relevant Financial Fair Play Rules, where The League and the Premier League agree, conduct of that dispute on behalf of the Premier League may pass to The League, to be resolved in accordance with these Regulations. In such a case:

87.5.1 The League shall be entitled to obtain from the Premier League any documents or information that the Premier League has obtained or compiled in the course of the dispute and any investigation preceding the dispute, and for the avoidance of doubt The League shall be entitled to use any such documents or information in its own conduct of the dispute;

87.5.2 the disciplinary powers set out in Section 8 will apply in full in respect of the matter (with the reference to 'these Regulations' in Regulation 84.2.1 and 85.1, deemed to include the Relevant PL Rules); and

87.5.3 the Premier League shall be entitled to make submissions as to its costs of the dispute before any Disciplinary Commission (whether as part of a settlement or a final hearing).

87.6 Where an investigation or dispute as described in Regulation 87.3, 87.4 or 87.5 is not passed from The League to the Premier League or vice versa (as applicable), the league to which the Club concerned has transferred (i.e. the league which does not have conduct of the ongoing investigation or dispute) may become an interested party in the investigation or dispute for the purpose of (but not limited to) the giving of information, evidence and/or any other submissions.

87.7 If any Club is found to have been in breach of any of the Relevant Financial Fair Play Rules by a disciplinary commission and/or appeal board properly constituted pursuant to Section W of the PL Rules, and any such commission or board imposes or recommends the imposition of any penalty on the Club (including where the breach and/or the decision of the commission or board occurs at a time when the Club is not a member of The League), The League shall have the power to impose any such penalty on that Club, where The League, acting reasonably, considers that the imposition of such penalty:

87.7.1 is necessary in order to ensure that the breach is appropriately punished;

87.7.2 is equivalent to the penalty imposed, or recommended to be imposed, by the relevant commission or board; and

87.7.3 would not lead to the Club being unfairly punished more than once in respect of the same breach.

87.8 Any dispute arising out of a decision made by The League to exercise its power pursuant to Regulation 87.7 shall be a Board Dispute as defined by Regulation 96.2.1 and shall be resolved by arbitration pursuant to Section 9 of these Regulations.

Disputes – Promoted and Relegated Clubs

87.9 Where a Relegated PL Club, at the point it ceases to be member of the Premier League and becomes a member of The League in accordance with Regulation 10.1, is engaged in a dispute with the Premier League in relation to any aspect of the application of Premier League Rules E.45 to E.64, where The League and the Premier League agree, conduct of that dispute on behalf of the Premier League may pass to The League, to be resolved in accordance with these Regulations.

87.10 Where a Promoted Championship Club, at the point at which it becomes a member of the Premier League pursuant to Premier League Rule B.4, is engaged in a dispute with The League in relation to any aspect the application of the relevant aligned Regulations by The League, where The League and the Premier League agree, conduct of that dispute on behalf of The League may pass to the Premier League.

88 Strict Liability Offences

88.1 The League shall have the power from time to time to:

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

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

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

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

89 The Football Association

89.1 In its absolute discretion, The League may refer any matter to a Commission appointed by The Football Association.

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

90 Commencement of Disciplinary Commission Proceedings

90.1 Disciplinary proceedings shall be commenced by complaint which shall:

90.1.1 describe the nature of complaint; and

90.1.2 identify the Regulation(s) alleged to have been breached or the Misconduct alleged to have taken place; and

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

90.1.4 have annexed to it copies of any documents relied upon by the Claimant.

90.2 The Claimant shall send the complaint to each Respondent, and where a Respondent is an Official or Player it shall be sent care of their applicable Club (or club).

90.3 Where The League has sent a complaint to a Respondent in accordance with Regulation 90.2, The League will confirm the same publicly providing details of the Respondent(s) and the complaint including (but not limited to) the Regulation(s) alleged to have been breached or the Misconduct alleged to have taken place.

90.4 A Respondent shall, within 14 days of receipt of the complaint (or such other shorter time period as ordered in accordance with the provisions of Regulation 92.1), confirm receipt of the same and shall:

90.4.1 where the complaint is admitted, provide a statement setting out its mitigation; and/or

90.4.2 where any aspect of the complaint is denied, provide a brief summary of any defence(s),

and in each case attaching thereto any documents relied upon by the Respondent.

91 **Constitution of Disciplinary Commissions**

91.1 Save in the case of a Player Related Dispute Commission and subject to Regulation 91.2 and 91.3, the parties to proceedings before a Disciplinary Commission shall be:

91.1.1 The League (the '**Claimant**'); and

91.1.2 the Club, Official, Player or other individual (in each case current or former) allegedly in breach of these Regulations (the '**Respondent**').

91.2 The parties to proceedings before a Player Related Dispute Commission shall be a Player and a Club.

91.3 Where the proceedings are an appeal against a strict liability penalty in accordance with Regulation 88.2, the party lodging the Appeal will be the Claimant, and The League shall be the Respondent.

91.4 A Disciplinary Commission shall consist of:

91.4.1 a chairperson who shall be either:

(a) a qualified solicitor or barrister; or

(b) a 'member' or 'fellow' of the Chartered Institute of Arbitrators,

in either case with at least 5 years post-qualification experience; and

91.4.2 two suitably qualified side members,

each of whom shall be appointed by Sports Resolutions (or such other body as the Board may from time to time determine) PROVIDED ALWAYS that:

(a) all members must be independent of the parties and able to render an impartial decision;

(b) the parties may agree that the Disciplinary Commission be constituted by the chairperson sitting alone; ~~and~~

(c) a 'suitably qualified' side member (if not a solicitor or barrister of at least five years post-qualification experience, shall be a person who is capable of rendering an

impartial decision and not otherwise subject to a Disqualifying Condition (as defined in Appendix 3); and

(d) for Player Related Dispute Commissions, the parties have been given the opportunity to make a specific nomination for a side member (who need not be legally qualified).

Guidance

Where for a Player Related Dispute Commission a party makes a specific nomination for a side member, that nomination will be upheld save where (i) the nominee is unable to sit on the Disciplinary Commission within a reasonable timescale such that it prevents the proceedings from being dealt with expeditiously, and (ii) the nomination is challenged pursuant to paragraphs 3.2 and 3.3 of Appendix 2.

91.5 Members of a Disciplinary Commission shall be entitled to receive from The League a reasonable sum by way of fees and expenses, as determined by the Board from time to time.

91.6 Proceedings before the Disciplinary Commission shall be arbitral proceedings for the purposes of the Arbitration Act, but Sections 44, 45 and 69 of the Arbitration Act shall not apply.

92 **Conduct of Disciplinary Commission Proceedings**

92.1 The chairperson of the Disciplinary Commission shall have the power to abridge the time period set out in Regulation 90.4, on application by the Claimant, if there is a compelling reason why the proceedings before the Disciplinary Commission need to be concluded expeditiously.

92.2 If the complaint is admitted the Respondent may request that the complaint be determined by written representations in which case the Respondent shall set out in the answer all of its written representations including any mitigation to be taken into account by the Disciplinary Commission.

92.3 Where the Claimant agrees to the matter being dealt with by written representations the chairperson of the Disciplinary Commission shall convene a meeting (which may be in person, by telephone or video conference) of its members for that purpose.

92.4 If the complaint is not admitted the matter will be referred to the Disciplinary Commission for it to conduct a full hearing in respect of the complaint. The Procedural Rules set out in Appendix 2 shall apply but in the event of any conflict between this Section and the Procedural Rules, this Section of the Regulations shall prevail.

92.5 The chairperson of the Disciplinary Commission shall have the power to, whether on application by either Party or of their own volition, vary the time for compliance under Regulation 90.4.

92.6 The standard of proof in all matters before a Disciplinary Commission shall be on the balance of probabilities.

93 **Decisions**

93.1 The Disciplinary Commission or the CFRP (pursuant to Appendix 5 and where the context so requires) may at any time make a decision, and may make more than one decision at different times on different aspects of the matters to be determined.

93.2 A decision may:

93.2.1 order a party to do or refrain from doing anything;

93.2.2 order a specific performance;

93.2.3 make a declaration on any matter to be determined;

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

93.2.5 order the payment of compensation to The League, any Club, any other club, Player or other person;

93.2.6 order a suspension of membership of The League;

93.2.7 order a deduction of points;

93.2.8 impose a financial penalty payable to The League;

93.2.9 recommend expulsion from membership of The League;

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

93.2.11 impose an embargo on registration of Players;

93.2.12 order any other sanction as the Disciplinary Commission may think fit;

93.2.13 order that interest be payable on any sums awarded under this Regulation for such period and at such rates as the Disciplinary Commission thinks fit; and/or

93.2.14 recommend to the Board of the Premier League and/or any Disciplinary Commission or Appeal Board established pursuant to the Premier League Rules that one or more of the sanctions identified in this Regulation 93.2 should be imposed on a club that, at the point at which any determination of sanction is made, is a member of the Premier League.

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

93.4 At any time a Disciplinary Commission may determine (either of its own accord or as a result of representations from a person, Club or club and in any event in its sole discretion) that if the complaint is upheld, it may wish to exercise the power under Regulation 93.2.5 to award compensation. If the Disciplinary Commission so determines, it shall notify the parties to the proceedings and the potential recipient(s) of this fact. The Disciplinary Commission may then make appropriate directions as to the receipt of evidence of loss from the relevant recipient(s) as well as directions on the receipt of evidence in response from the parties to the proceedings.

93.5 The Disciplinary Commission shall have the power to abridge the time period set out in Regulation 95.3 (time limits for appeal) if there is a compelling reason why the appeal (if any) needs to be concluded expeditiously.

93.6 Any financial sanction and any order for costs (including but not limited to any costs of investigation charged by The League in accordance with Regulation 84.8) shall be paid to The League within 14 days of the date on which the sanction or costs were imposed. Any compensation shall be paid in accordance with the order of the Disciplinary Commission.

93.7 Subject to Regulation 95, the decision of the Disciplinary Commission and, where the context so requires, the CFRP (pursuant to Appendix 6) shall be binding upon all the Clubs, Officials and Players. Any Club promoted or relegated out of The League shall, notwithstanding promotion or relegation, also be bound by the decision of the Disciplinary Commission or the CFRP (as appropriate) in accordance with Regulation 87.

93.8 In the event that a Disciplinary Commission orders a financial sanction (including, for the avoidance of doubt any damages and/or costs order) against a Club Official, the Club shall be held jointly and severally liable for the payment of such financial sanction where the Official has failed to comply with the terms of any such order within 28 days.

Guidance

The League will always in the first instance seek to recover the applicable sums from the relevant Official. If such attempts have proved unsuccessful then The League may, but will not be obliged to, take proceedings to recover the debt from the Official. In cases of outgoing Officials in changes of control, The League reserves the right to include payment of outstanding amounts as a condition of consent to the change.

94 **Consequences of an Order for Expulsion**

94.1 Where the Disciplinary Commission (or where appropriate the Section 9 League Arbitration Tribunal following determination of a Disciplinary Appeal) makes an order that in whole or in part recommends expulsion of a Member Club from The League under Regulation 93.2.9 the Board shall, within 28 days of receiving a copy of the order, call an extraordinary general meeting of The League and present a Special Resolution inviting Member Clubs to ratify the decision of the Disciplinary Commission or League Arbitration Tribunal.

94.2 Where the Member Clubs ratify the decision of the Disciplinary Commission or League Arbitration Tribunal the company secretary of The League shall, within 14 days of the general meeting, serve on the relevant Member Club at its last known address written notice of the decision together with written notice to transfer its share(s) in accordance with Article 4.5.

95 **Disciplinary Appeals**

95.1 A party to a Disciplinary Commission may appeal against a final order of the Disciplinary Commission (a '**Disciplinary Appeal**'). A preliminary or procedural ruling by a Disciplinary Commission shall not be subject to a Disciplinary Appeal unless:

95.1.1 such ruling is dispositive (i.e. it amounts to a final resolution of the matter); or

95.1.2 such ruling, though not dispositive of itself, is subsequently incorporated into a final decision.

95.2 A Disciplinary Appeal shall be heard by the League Arbitration Panel in accordance with the provisions of Section 9 of these Regulations, supplemented by the provisions of this Regulation. In the event of any conflict between Section 9 and this Regulation, this Regulation shall prevail.

95.3 Any party wishing to bring a Disciplinary Appeal must, within 14 days of the making of the final order by the Disciplinary Commission (or such other shorter time period as ordered in accordance with the provisions of Regulation 92.5), serve on The League and any other party to the original proceedings:

95.3.1 written notice of the intention to bring a Disciplinary Appeal; and

95.3.2 a statement setting out the grounds of the Disciplinary Appeal.

95.4 Any party wishing to bring a Disciplinary Appeal shall also lodge with The League a deposit of £1,500 in respect of the costs of the Disciplinary Appeal.

95.5 Any party against whom penalties were imposed under Regulation 93 may apply, initially in writing, to the League Arbitration Tribunal for an order that such penalties be suspended pending the resolution of the Disciplinary Appeal. The League Arbitration Tribunal shall determine any such application having regard to the merits of the Disciplinary Appeal and the representations of the other parties.

95.6 No new evidence shall be admitted in respect of a Disciplinary Appeal unless the League Arbitration Panel determines that:

95.6.1 the evidence was not available at the time of the hearing before notwithstanding the exercise of reasonable diligence by the person seeking to introduce it;

95.6.2 the evidence is credible; and

95.6.3 the evidence is relevant.

95.7 Following a Disciplinary Appeal, the League Arbitration Tribunal shall have the power to:

95.7.1 confirm the decision; or

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

95.7.3 order a rehearing before a differently constituted Disciplinary Commission.

SECTION 9 ARBITRATION

96 **Agreement to Arbitrate**

96.1 These Regulations shall constitute an agreement in writing between The League and Clubs and between each Club for the purposes of section 5 of the Arbitration Act:

96.1.1 to submit those disputes described out in Regulation 96.2 to final and binding arbitration in accordance with the provisions of the Arbitration Act and this Section of these Regulations;

96.1.2 that the seat of each such arbitration shall be in England and Wales;

96.1.3 that the issues in each such arbitration shall be decided in accordance with English law;

96.1.4 that no other system or mode of arbitration (including arbitration under Football Association Rules) will be invoked to resolve any such dispute.

96.2 The following disputes fall to be resolved under this Section of the Regulations:

96.2.1 subject to Regulation 96.3 below, disputes arising from a decision of The League or the Board ('**Board Disputes**');

96.2.2 Disciplinary Appeals;

96.2.3 Sporting Sanction Appeals pursuant to Regulation 12;

96.2.4 applications pursuant to Rule 6 of Appendix 3 (Appeal Application and/or Review Applications under the Owners' and Directors' Test);

96.2.5 other disputes between The League and Clubs and between each Club arising from these Regulations or otherwise ('**Other Disputes**'), unless such disputes were dealt with by way of the following proceedings:

(a) a Player Related Dispute Commission (or subsequent appeal to the League Appeals Committee (if any)); or

(b) proceedings before the Professional Football Compensation Committee;

as the decisions of those bodies themselves are deemed to be final with no subsequent right of appeal or challenge.

96.3 Any application for a review of a decision of the League or the Board to commence disciplinary proceedings under Section 8 of the Regulations must be presented within 7 days of the date of commencement of those proceedings (time of the essence) and shall be determined by the Disciplinary Commission constituted in accordance with Regulation 91. Any such application or challenge of similar effect shall not be deemed to be a Board Dispute.

96.4 In the case of a Board Dispute, the League Arbitration Panel sits as a review body exercising a supervisory jurisdiction and this section of the Regulations shall not operate to provide an appeal against the decision and shall operate only as a forum and procedure for a challenge to the validity of such decision under English law on the grounds of:

96.4.1 ultra vires (including error of law); or

96.4.2 irrationality; or

96.4.3 procedural unfairness,

and where the decision directly and foreseeably prejudices the interests of a person or persons who were in the contemplation of The League or Board.

96.5 In the case of a Disciplinary Appeal, the League Arbitration Panel sits as an appeal body and the standard of review is:

96.5.1 where required in order to do justice (for example to cure procedural errors in the proceedings before the Disciplinary Commission), the Disciplinary Appeal shall take the form of a re-hearing de novo of the issues raised in the proceedings i.e. the League Arbitration Panel shall hear the matter over again, from the beginning, without being bound in any way by the decision being appealed;

96.5.2 in all other cases, the Appeal shall not take the form of a de novo hearing but instead shall be limited to a consideration of whether the decision being appealed was in error and the burden of establishing the decision was in error shall rest with the appellant; and

96.5.3 in the case of appeal against sanction, the grounds are that the original sanction was too severe or too lenient having regard to all the circumstances.

96.6 The grounds for appeal / review applicable:

96.6.1 to a Sporting Sanction Appeal, are as set out in Regulation 12.12; and

96.6.2 to an Appeal Application and/or Review Application, are as set out in Rule 6 of Appendix 3.

96.6.3 Other Disputes are dealt with by the League Arbitration Panel as a first instance body.

97 **Standing**

97.1 A person who is not a party to a dispute (which may, for the avoidance of doubt, include the League itself) may not invoke these arbitration provisions in respect of such a dispute, unless that party can show that they are sufficiently affected by the outcome of the dispute that it is right and proper for them to have standing before the League Arbitration Panel.

98 **Commencement of the Arbitration**

98.1 An arbitration shall be deemed to have commenced and for the purpose of Regulation 96.1 a dispute shall be deemed to have arisen upon the party requesting an arbitration serving upon the other party a notice of arbitration (the '**Notice of Arbitration**') setting out:

98.1.1 the names and addresses of the parties to the arbitration;

98.1.2 a brief statement describing the nature and circumstances of the dispute and specifying the relief claimed; and

98.1.3 a statement to the effect that the party wishes to have the dispute settled by arbitration in accordance with this section of these Regulations.

98.2 The party requesting an arbitration shall send a copy of the Notice of Arbitration to The League who shall forthwith send to each party particulars of those persons who have consented to sit on arbitrations in accordance with these Regulations.

98.3 Any party wishing to commence an arbitration pursuant to this Regulation 98 (other than The League itself) shall also lodge with The League a fee of £1,500 in respect of the costs of the arbitration within 3 Normal Days of the Notice of Arbitration being served on the defendant to those proceedings.

99 **Appointing the Arbitrators**

99.1 Subject to Regulation 99.6, the League Arbitration Panel shall comprise 3 members.

99.2 Within 14 days of service of the Notice of Arbitration, each party shall serve written notice on The League and all other parties to the arbitration of the details of the individual they wish to appoint to act as an arbitrator in the arbitration requested. Any nominee must be:

99.2.1 a solicitor of no less than 10 years' admission or a barrister of no less than 10 years' call; and

99.2.2 independent of the party appointing them and able to render an impartial decision.

99.3 Within 14 days of service of the Notice of Arbitration The League shall appoint (or shall ask the Chartered Institute of Arbitrators (or such other body as appointed by the Board from time to time) if The League is a party) to appoint) the third arbitrator who shall be a legally qualified person who shall sit as chairperson.

99.4 If a party refuses or fails to appoint an arbitrator when it is obliged to do so in accordance with these Regulations the Board (or the Chartered Institute of Arbitrators (or such other body as appointed by the Board from time to time) if The League is a party) shall make the appointment giving notice in writing to that effect to each party.

99.5 Members of a League Arbitration Panel shall be entitled to receive from The League a reasonable sum by way of fees and expenses, as determined by the Board from time to time. Where a party seeks to appoint an individual whose costs exceed those determined by the Board, that party will be responsible for any additional fees and expenses in any event, and such excess amounts cannot be the subject of an order for costs under any circumstances.

99.6 Notwithstanding the provisions of Regulation 99.1, the parties shall be at liberty to appoint a single arbitrator (who must be qualified in accordance with Regulation 99.2) in which case written notice of such agreement shall be provided to The League. This Section of these Regulations shall thereafter be interpreted on the basis that the League Arbitration Panel comprises a single arbitrator who shall undertake the duties of the chairperson.

100 **Conduct of the Arbitration Proceedings**

100.1 The Procedural Rules set out in Appendix 2 shall apply but in the event of any conflict between this Section and the Procedural Rules, this Section of the Regulations shall prevail.

101 **Remedies**

101.1 The League Arbitration Panel shall have power to:

101.1.1 determine any question of law or fact arising in the course of the arbitration;

101.1.2 determine any question as to its own jurisdiction;

101.1.3 make a declaration as to any matter to be determined in the proceedings;

101.1.4 order the payment of a sum of money;

101.1.5 award simple or compound interest;

101.1.6 order a party to do or refrain from doing anything;

101.1.7 order specific performance of a contract (other than a contract relating to land); and/or

101.1.8 order the rectification, setting aside or cancellation of a deed or other document.

102 **Majority Decision**

102.1 If the arbitrators fail to agree on any issue they shall decide by a majority and a majority decision shall be binding on all of them. No dissenting judgment shall be produced.

103 **The Award**

103.1 If before the award is made the parties agree on a settlement of the dispute the League Arbitration Panel shall record the settlement in the form of a consent award.

103.2 The League Arbitration Panel may make more than one award at different times on different aspects of the matters in dispute.

103.3 The award shall be in writing and shall contain reasons for the League Arbitration Panel's decision.

104 **Challenging the Award**

104.1 Subject to the provisions of Sections 67 and 68 of the Arbitration Act, the award shall be final and binding and there shall be no right of appeal or further arbitration and the parties exclude irrevocably any right to any other form of appeal, review or recourse in or by a court, judicial authority or other arbitral body, in so far as such waiver may validly be made.

104.2 For the avoidance of doubt, the exclusion extends to any rights that would otherwise arise under:

104.2.1 Sections 44, 45 and 69 of the Arbitration Act; or

104.2.2 Rule K of the Football Association Rules (or any replacement provisions of substantially similar effect).

SECTION 10 ASSOCIATION AND DUAL INTERESTS

Introduction

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

105 **Associations Between Clubs**

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

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

105.1.2 be a member of another football club; or

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

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

105.1.5 lend to, gift money to, purchase future receivables from or guarantee the debts or obligations of that football club (or any other arrangement of substantially similar effect).

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

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

105.2.2 to be a member of that Club; or

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

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

105.2.5 lend to, gift money to, purchase future receivables from or guarantee the debts or obligations of that Club (or any other arrangement of substantially similar effect).

105.3 In these Regulations 105 to 109 inclusive '**football club**' means any football club which is in membership of any of the following:

105.3.1 The League;

105.3.2 The Premier League;

105.3.3 The National League;

105.3.4 The Southern League;

105.3.5 The Isthmian League; or

105.3.6 The Northern Premier League,

and any league which may from time to time replace any of the above mentioned leagues or conferences, or be formed in relation to the playing of Association Football at a level equivalent to that played in any of the aforementioned leagues.

106 **Interests in More Than One Football Club**

106.1 Except with the prior written consent of the Board a Person, or any Associated Party of that Person, who is interested in a Club cannot at the same time be interested in any other football club.

106.2 A Person shall be deemed to be interested in a football club if it, whether directly or indirectly:

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

106.2.2 is a member of that football club; or

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

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

106.2.5 has lent to, gifted money to, or purchased future receivables from or guaranteed the debts or obligations of that football club (or any other arrangement of substantially similar effect) otherwise than in the ordinary course of banking.

106.3 The holding of not more than 10 per cent of the share capital of any football club shall be disregarded for the purposes of this Regulation 106 provided that those shares are, in the opinion of the Board, held purely for investment purposes only.

106.4 It shall be the responsibility of each Club, when allowing any Person to:

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

106.4.2 become a member of that Club; or

106.4.3 become involved in any capacity whatsoever in the management or administration of that Club; or

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

106.4.5 lend to, gift money to, purchase future receivables from or guarantee the debts or obligations of that Club (or any other arrangement of substantially similar effect) otherwise than in the ordinary course of banking,

to ensure that in doing so that Person shall not be acting in such a manner as to cause a breach of any Regulation and in particular Regulations 105 to 109, and failure to do so shall constitute Misconduct.

106.5 Without prejudice to the generality of Regulation 106.4, each Club shall, when considering any application by any person to undertake any of the acts specified in Regulation 106.4.1 to 106.4.5, make all such reasonable enquiries of that Person, in respect of both that person and also their Associated Parties regarding any possible dual interests which may arise. Where such enquiries reveal the existence of a possible breach, the Club shall forthwith apply for the prior written consent of the Board before proceeding.

106.6 Any Club shall, upon receipt of a written request by The League, provide to The League evidence that such enquiries have been conducted. Failure to comply with this Regulation 106.6 shall constitute misconduct.

107 **Interests in Clubs - Trusts and Nominees**

107.1 Any act or thing prohibited in Regulations 105 and/or 106 in relation to a Club or a person, firm or company if done by such Club, person, firm or company in person is likewise prohibited through agents, trusts, trustees, nominees or other third parties.

108 **Register of Interests**

108.1 In addition and without prejudice to the provisions of Regulation 110, The League shall maintain a register of such interests as the Board may from time to time determine, including interests held:

108.1.1 by Clubs;

108.1.2 in Clubs;

108.1.3 by Persons interested in a Club within the meaning of Regulation 105 and 106;

108.1.4 by Associates of any such person, within the meaning of Regulation 105 and 106; and

108.1.5 by any person specified in Regulation 107.

108.2 In addition and without prejudice to the provisions of Regulation 112, if the Board determine that The League shall keep a register of interests pursuant to Regulation 108.1, the Board shall be entitled, by notice in writing, to require every Club to give written notice to The League of all:

108.2.1 interests held by it in any football club within the meaning of Regulation 105;

108.2.2 interests held by any football club in that Club within the meaning of Regulation 105;

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

108.2.4 interests held by any person within the meaning of Regulation 105.

108.3 Full details as required pursuant to Regulation 108.2 shall be notified to The League within three months of the date of their service of notice requiring such information. Thereafter, each Club shall give written notice of any change in the notifiable particulars pursuant to this paragraph within seven days of such change. In all such cases the Club shall only be required to disclose notifiable particulars of which the Club is aware but the Club shall use its best endeavours to investigate any relevant circumstances where there are reasonable grounds to believe that notifiable particulars exist. No Club shall be excused from its obligations under this Regulation 108 because of any undertaking of confidentiality to any third party and each Club shall ensure that any undertaking of confidentiality is so qualified.

109 **Prohibition of Nursery Clubs**

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

110 **Board's Power to Require Information**

110.1 The League may by notice in writing require any Club, Official or Player whom it knows or has reasonable cause to believe is or has at any time in the period of three years immediately preceding

the date on which the notice was issued been in breach of the foregoing Regulations 105 to 109 inclusive:

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

110.1.2 where such person is or has been in breach as aforesaid, to give such further information to The League as The League may require.

110.2 Without prejudice to the provisions of Regulation 110.1 The League may at any time by notice in writing require any Club to supply to The League, within such period as The League shall reasonably specify, but in any event within 28 days of the date on which the notice was issued, a written list of all members, shareholders, debenture holders and Directors of the Club at the date the notice was issued and in the period of the three years immediately preceding the date on which the notice was issued. Such list shall specify such beneficial interests in any such interests as aforesaid of which it is aware.

111 **Consent of The Board**

111.1 In considering whether or not to give its consent to any matter referred to in Regulations 105, 106 or 107 the Board shall have regard to the need to promote and safeguard the interests and public profile of Association Football, its Players, spectators and others concerned with the game, and shall have regard also to the objects of The League as set out in its Memorandum of Association.

112 **Powers of The Board in Event of Default**

112.1 The Board shall be empowered, upon learning, whether pursuant to Regulations 108, 110 or 114 or otherwise, of any breach of Regulations 79 and 105 to 109 inclusive to require the Club and/or person in question to take such action as is necessary to rectify the breach forthwith or within such period as the Board shall determine.

112.2 Any breach of any of the foregoing Regulations 105 to 109 inclusive, including without limitation knowingly rendering incorrect or incomplete information pursuant to Regulations 108 and 110, shall constitute misconduct. Without prejudice to the range of other sanctions that may be imposed in respect of such breach, any Club in breach of any of the aforesaid Regulations may with the sanction of a special resolution passed at an Annual or Extraordinary General Meeting of The League, be expelled from The League. There shall be no right of appeal against such expulsion.

113 **Relaxation and Disapplication of Regulations Regarding Interests**

113.1 The Board shall have power at any time and from time to time to relax or disapply the provisions of Regulations 105 to 112 inclusive, whether absolutely or conditionally, whether in whole or in part and whether generally or as regards its application to one or more Clubs or persons.

114 **Disclosure and Publication of Ownership**

114.1 A Club shall forthwith give notice to The League if any Person either directly or indirectly:

114.1.1 holds: or

114.1.2 acquires; or

114.1.3 having held or acquired, ceases to hold,

any Significant Interest in the Club.

114.2 A Club shall forthwith give notice to The League if it either directly or indirectly:

114.2.1 holds: or

114.2.2 acquires; or

114.2.3 having held or acquired, ceases to hold,

any Significant Interest in any other Club (or any other club anywhere in the World) and in this Regulation 114.2, the definition of Significant Interest shall be deemed to apply to such other clubs in the same way as to Clubs.

114.3 A Club shall forthwith give notice to The League if it is aware or if it becomes aware that any holder of a Significant Interest in it either directly or indirectly:

114.3.1 holds: or

114.3.2 acquires; or

114.3.3 having held or acquired, ceases to hold,

any Significant Interest in any other Club (or any other club anywhere in the World) and in this Regulation 114.3, the definition of Significant Interest shall be deemed to apply to such other clubs in the same way as to Clubs.

114.4 A notice given pursuant to the provisions of this Regulation 114 shall:

114.4.1 identify the Person holding, acquiring or ceasing to hold the Significant Interest in question; and

114.4.2 set out all relevant details of the Significant Interest including without limitation the number of Shares, their description and the nature of the interest; and

114.4.3 set out where appropriate the proportion (expressed in percentage terms) which the relevant Shares in respect of which the Significant Interest exists bear to the total number of Shares of that class in issue and of the total issued Shares of the Club.

114.5 Each Club shall publish the identities of the ultimate owner (Person, not Entity) of each Significant Interest in the Club (as that term is defined Rule 1.1 of Appendix 3). That information shall as a minimum be published on the Club's official website on a page accessible directly from the home page of that official Club website.

114.6 Notwithstanding the other obligations contained in this Regulation 114, each Club must by 31 March (Championship Clubs) and 31 May (League One and League Two Clubs) provide to The League an organisational chart showing the current corporate structure and clearly listing all entities and persons within the overall structure who hold a Significant Interest including (but not limited to) all Parent Undertakings and Subsidiary Undertakings where relevant.

SECTION 11 SAFEGUARDING

115 **Operational Standards**

115.1 The Board shall have the ability to, following consultation with the Football Association and Clubs, from time to time implement appropriate operational standards relating to safeguarding of young persons and Adults at Risk (Safeguarding Operational Standards).

115.2 Regulation 2 shall not apply to implementation of the Safeguarding Operational Standards.

115.3 Clubs and their Officials shall observe and comply with the requirements of the Safeguarding Operational Standards and any breach thereof shall be treated as a breach of these Regulations.

116 **Club Policies and Procedures**

116.1 Each Club shall prepare, implement and review regularly written policies and procedures for the safeguarding of Children and Adults at Risk (which shall be consistent with any relevant legislation and statutory guidance in place from time to time).

116.2 Each of the Club's policies and procedures for the safeguarding of Children and Adults at Risk shall:

116.2.1 be in accordance with the Regulations and government legislation and shall have regard to statutory guidance; and

116.2.2 comply with any policy or guidance published by the League from time to time including, for the avoidance of doubt, the Safeguarding Operational Standards.

117 **Roles and Responsibilities**

117.1 Each Club shall designate a Senior Safeguarding Manager, who shall take leadership responsibility for the Club's safeguarding provision (in consultation with the Club's Designated Safeguarding Officer) and actively champion safeguarding at board level.

117.2 Each Club shall designate at least one member of Staff with the necessary skills and expertise as its Designated Safeguarding Officer.

117.3 The Designated Safeguarding Officer shall:

117.3.1 where possible, report directly to (and be managed by the Senior Safeguarding Manager);

117.3.2 in conjunction with the Senior Safeguarding Manager provide strategic leadership on safeguarding provision and issues within the Club;

117.3.3 review and approve the safeguarding provision for all activities;

117.3.4 liaise regularly with and be guided by the advice of the relevant local and statutory authorities and the League with regard to issues concerning the safeguarding of Children and Adults at Risk;

117.3.5 promote awareness within the Club of safeguarding Children and Adults at Risk and encourage and monitor the adoption of best practice procedures in that regard;

117.3.6 report on a regular basis on the effectiveness of, and the Club's compliance with, its policies and procedures for the safeguarding of Children and Adults at Risk to the Senior Safeguarding Manager and Club Board;

117.3.7 act as the lead Club Official in any investigation of an allegation of abuse of a Child or Adult at Risk;

117.3.8 maintain the single central record for the Club in such format as approved by the League;

117.3.9 be made known to all Staff, and (in any handbook or the like which the Club produces to accompany any Activity) to Children and Adults at Risk (and their parents or carers) engaged in each Activity and to be available in person or by telephone to Staff and to such Children and Adults at Risk, their Parents and carers at all reasonable times;

117.3.10 provide written instructions to Staff engaged in each Activity in respect of good practice and what they are required to do if they detect any sign of abuse of Children and Adults at Risk, if they suspect such abuse is taking place or if they otherwise have concerns as to the welfare of a Child or Adult at Risk;

117.3.11 provide guidance to and support for any member of Staff engaged in each Activity who reports suspected abuse of a Child or Adult at risk or concerns as to their welfare; and

117.3.12 be responsible for maintaining clear, comprehensive and up-to-date electronic records of all allegations of abuse or poor practice (including, but not limited to, those subject to referral under Regulations 120.1 and 120.2) details of how such allegations are resolved and any decisions reached.

117.4 The Designated Safeguarding Officer:

117.4.1 will where the Club operates an Academy and that Academy is:

(a) a category one or two Academy, be dedicated full-time to the role of Designated Safeguarding Officer and it will be their sole responsibility.

(b) a category three or four Academy, dedicate not less than 17.5 hours per week to the role of Designated Safeguarding Officer.

117.4.2 where the Club does not operate an Academy and that Club:

(a) is a Championship Club, will dedicate not less than 17.5 hours per week to the role of Designated Safeguarding Officer.

(b) is a League One or League Two Club, can be fulfilled by an employee of the Club who holds a different role provided that this employee allocates sufficient time to the role of Designated Safeguarding Officer to ensure that the Club complies with all of the requirements of the Regulations.

Guidance

Where the Regulations provide for a Designated Safeguarding Officer to dedicate a minimum number of hours to the role, these hours can be fulfilled by more than one individual so long as the combined hours of those individuals meets the minimum requirements applicable to that Club (based on division / category of Academy) and provided always that the work is supervised appropriately by the Designated Safeguarding Officer.

117.5 The Designated Safeguarding Officer may, in relation to a specific Activity, if appropriate, delegate any of the responsibilities listed in Regulations 117.3.8 to 117.3.11 to one or more other members of Staff (**Safeguarding Officer(s)**). In such circumstances, the Designated Safeguarding Officer must supervise the work of Safeguarding Officer(s) and ensure that they are properly trained, and supported including, without limitation, by way of regular, minuted meetings with each Safeguarding Officer.

117.6 Each Designated Safeguarding Officer and Safeguarding Officer shall:

117.6.1 be trained in all issues affecting the safeguarding of Children and Adults at Risk;

117.6.2 be given a job description that properly records their responsibilities; and

117.6.3 undertake in each football season continuing professional development in the safeguarding of Children and Adults at Risk, provided or approved by the League, and maintain a record thereof.

Guidance

Club's attention is drawn to Youth Development Rule 225 which requires that an Academy Safeguarding Officer must be appointed to undertake the functions set out in Regulation 123 with regard to the Academy.

118 **Staff**

118.1 Staff shall in all dealings with and on behalf of Children and Adults at Risk do what is reasonable in the circumstances of the case for the purpose of safeguarding or promoting the safety and welfare of the relevant individual(s).

118.2 Each Club will be required to ensure that:

118.2.1 each member of Staff is given regular training (in a form approved by the Designated Safeguarding Officer) in the Club's policies and procedures for the Safeguarding of Children and Adults at Risk; and

118.2.2 each member of the Club's board of Directors completes training (in a form approved and provided by the League) at least once every three years.

Guidance

Club Director means any individual required to submit a declaration to the League as defined in Owner's and Director's Test Appendix 3, paragraph 1.1.

118.3 Each member of Staff shall be given in writing:

118.3.1 the name of the Club's Senior Safeguarding Manager and Designated Safeguarding Officer;

118.3.2 descriptions of what constitutes poor safeguarding practice, abuse or unsuitable behaviour towards a Child or Adult at Risk;

118.3.3 details of what he is required to do if there is any sign of poor safeguarding practice, abuse or unsuitable behaviour towards a Child or Adult at Risk or if there is a suspicion that such conduct is taking place; and

118.3.4 the League's 'Guidance for Safer Working Practice'.

118.4 No person shall be appointed as a member of Staff unless:

118.4.1 they have completed and submitted to the Club a written application;

118.4.2 a written reference has been obtained by the Club from at least two referees named in the application as the two previous employers;

Guidance

Where a person to be appointed as a member of Staff does not have two previous employers, written references can be obtained from either the one former employer and a character referee or where they have no employment history, two character references. The preference should always be to obtain references from previous employers.

118.4.3 they have applied to the DBS for Disclosure;

118.4.4 they have disclosure information has been received and the Club is satisfied that he is not unsuitable to work with Children and Adults at Risk; and

118.4.5 their particulars have been entered on the single central record.

119 **Parental Consent**

119.1 The written consent of a Child's Parent shall be obtained:

119.1.1 before the Child participates in an Activity (by the Parent completing and returning to the Designated Safeguarding Officer a written parental consent form); and

119.1.2 if the Child is under the age of 16 before any images or footage of them are taken or used for any purpose whatsoever.

Guidance

While the consent of a Parent (or carer) is not required where images or footage are taken of an Adult at Risk, as a matter of good practice, Clubs should ensure that where images or footage are to be taken, the Adult at Risk understands the implication of the images or footage being taken, especially if the images or footage are to be used by the Club (or anyone else) for promotional purposes, or otherwise made publicly available.

120 **Notification of Referrals to External Agencies and Football Authorities**

120.1 On making any referral of an allegation or incident of suspected abuse or unsuitable behaviour towards a Child or Adult at Risk to any external agency (including, without limitation, the police, the local authority, the Charity Commission, the Care Quality Commission, Ofsted or the DBS) the Designated Safeguarding Officer or other official making the referral shall notify the Senior Safeguarding Manager and ensure that the Senior Safeguarding Manager is kept fully appraised of the progress of the referral and any subsequent investigation or action.

120.2 The Club shall notify the League and The Football Association (through the submission of the Affiliated Football Safeguarding Referral Form) of, and give the League and The Football Association such further information as they may require in respect of:

120.2.1 any allegation received by the Club regarding the abuse of, or unsuitable behaviour towards, a Child or Adult at Risk by any current, prospective or former employee, volunteer or consultant of the Club or any affiliated community organisation or foundation (an **Associated Person**), whether or not the evidence relates to:

(a) conduct by a member of Staff in the performance of their duties as a member of Staff; or

(b) a non-recent or recent allegation including, but not limited to, when the victim and/or alleged perpetrator are deceased;

120.2.2 a third (or subsequent) incident or allegation of 'poor practice' (as defined in Affiliated Football's Safeguarding Procedures), whether similar in nature or otherwise, in relation to a Child or Adult at Risk involving the same Associated Person;

120.2.3 any referral it has made to any external agency (as described in Regulation 120.1);

120.2.4 any allegation of abuse of a Child or Adult at Risk committed by an Academy Player (as defined in the Youth Development Rules) or a participant in any Activity organised by a Club's affiliated community organisation or foundation; and

120.2.5 any investigation by such an external agency into suspected abuse of or 'unsuitable behaviour' towards a Child or Adult at Risk involved in an Activity of which the Club becomes aware,

whether such investigation results from a referral made pursuant to Regulation 120.2.1 or otherwise,

in each case, as soon as reasonably practicable, and in any event within 24 hours of the relevant evidence, incident or investigation being referred to the external agency (where such a referral is made).

121 **Monitoring**

121.1 Each Club will permit the League to conduct at least three monitoring visits each Season to ensure compliance with this Section of the Regulations, which will be attended by a Person appointed for this purpose by the League. Each Club shall ensure that each such Person is given access to all records kept in accordance with the requirements of this Section of the Regulations and is able to meet Staff, Parents, Children, Academy Players, Adults at Risk and their carers.

121.2 Such Person shall:

121.2.1 give written feedback to the Club concerned on each monitoring visit made and, if appropriate, agree with the Club an action plan setting out actions to be taken by the Club to ensure compliance with this Section of the Regulations;

121.2.2 report on each visit in writing to the League; and

121.2.3 at the end of each Season or as soon as practicable thereafter, present to the League and the Club a written annual report on the Club's compliance with this Section of the Regulations.

121.3 Where, as a result of its monitoring of Clubs in accordance with Regulation 121, receipt of a referral or notification in accordance with Regulation 120.1 and 120.2, or otherwise, the League becomes aware of abuse of or unsuitable behaviour towards a Child or Adult at Risk by a member of Staff or otherwise holds concerns regarding a Club's handling of a matter relating to safeguarding, it may (in its absolute discretion) conduct a case review, either on its own or in conjunction with The Football Association. Where such a case review is undertaken, the League shall be entitled to have access to all records kept in accordance with the requirements of this Section of the Regulations and shall be entitled to meet Staff, Parents, Children, Adults at Risk and their carers. Following such a case review, the League may make such directions to the Club concerned and/or propose such measures be put in place by the Club as it considers necessary, which must be adopted by the Club concerned in full.

122 **Safer Recruitment**

122.1 Each Club shall prepare, implement and review regularly a safer recruitment policy, which shall:

122.1.1 be in accordance with this Section of the Regulations; and

122.1.2 comply in full with any guidance or policy published by the League from time to time.

122.2 All Club Staff required to carry out a DBS check shall be required to re-certify on Form YD2 (self-declaration form) on an annual basis no later than 1 July in each Year. The date of completion of all YD2 Forms must be included on the Single Central Record.

123 **Publicity**

123.1 Each Club shall publish in an easily accessible section of its website:

123.1.1 a clear statement of the Club's commitment to safeguarding;

123.1.2 the name and contact details of the Club's Designated Safeguarding Officer; and

123.1.3 a copy of the Club's policies and procedures referred to at Regulation 116.1.

SECTION 12 – ADDITIONAL PROVISIONS

124 **Club Contracts**

124.1 No Club shall enter into a contract which enables any other party to that contract to acquire the ability materially to influence its policies or the performance of its teams in League matches or matches in any other recognised competition.

125 **Minority Candidates**

125.1 Subject to Regulation 125.7, any Academy Club seeking to appoint an individual to a Specified Role shall, as part of the recruitment process:

125.1.1 comply with any guidelines issued by The League from time to time regarding appropriate monitoring of applications including from Minority Candidates;

125.1.2 publicly advertise the vacancy for a period of not less than seven days, including on:

(a) the Club's official website; and

(b) by passing a copy to The League for it to display on The League's website and the Football Association's 'licensed coaching club website', and;

125.1.3 where any application is received from any Minority Candidate(s), invite one or more Minority Candidate(s) to interview for that Specified Role.

125.2 Clubs must still comply with Regulation 23 (Club Employees / Relationships), but the refusal of another Club to grant permission to approach their Minority Candidate will not relieve the recruiting Club of its obligations under Regulation 125.1.

125.3 Invitations to interview any Minority Candidate for a Specified Role, whether accepted or declined, should be documented directly by the Club in a writing (which may be given by email) to the Minority Candidate, a copy of which must be retained by the Club.

125.4 Where an invitation to interview for a Specified Role is accepted, the Club must then interview the Minority Candidate.

125.5 Any refusal of a Minority Candidate to interview for a Specified Role should be recorded by the Club. Clubs should not accept a refusal by a Minority Candidate to interview that is conveyed by an Intermediary, but should obtain direct confirmation from the Minority Candidate themselves.

125.6 Nothing in this Regulation obliges a Club to offer the Specified Role to a Minority Candidate. Any appointment should be made on the basis of merit alone.

125.7 This Regulation will not apply where it is proposed to promote into the applicable Specified Role an internal candidate who is already fulfilling a different Specified Role at that Club, provided always that the Club then follows the process set out in this Regulation when recruiting for the vacancy created by that internal promotion.

125.8 Clubs shall provide reports in such format and at such times as The League requires relating to their compliance with the provisions of this Regulation (or any application of Regulation 125.7) in respect of each Specified Role, but to include the number of:

125.8.1 applications received; and

125.8.2 interviews offered, accepted and/or conducted,

in each case identifying the numbers relating to Black Asian and Mixed Heritage (Historical underrepresented ethnic communities) Candidates and separately, all other candidates. The League shall be entitled to publish anonymised data derived from those reports.

125.9 The requirements of this Regulation 125 are supplemental to any requirements of the Codes of Practice.

126 **Minority Candidates – First Team**

126.1 Where a Club seeking to appoint a Manager:

126.1.1 operates a recruitment process (which, for the purposes of this Regulation, involves any process of shortlisting of candidates and the interviewing more than one candidate); and

126.1.2 an application is received from any Minority Candidate(s),

that Club shall invite one or more Minority Candidate(s) to interview for the role of Manager.

126.2 Clubs shall provide reports in such format and at such times as The League requires relating to their compliance with the provisions of this Regulation. The League shall be entitled to publish anonymised data derived from those reports.

126.3 The requirements of both Regulation 125 and this Regulation 126 are supplemental to any requirements of the Codes of Practice.

Guidance

The League understands that many Clubs now use the I-Recruit system for recruitment purposes and that such system works on an anonymised basis. Therefore, those Clubs using I-Recruit will be exempt from complying with Regulations 125 and 126 insofar as they relate to the monitoring of Minority Candidates. For the avoidance of doubt, where a Club uses I-Recruit for some but not all of its recruitment activity, it must still comply with Regulations 125 and 126 in those instances where I-Recruit is not utilised. Having the I-Recruit system does not provide a Club with a blanket exemption from these Regulations.

For reporting purposes pursuant to Regulation 125.8 and 126.2, Clubs should clearly indicate when I-Recruit has been used so that the League can factor this into the data compiled from such reports.

127 **Prohibited Conduct – Observing Training Sessions**

127.1 Without prejudice to the requirements of Regulation 3.4 (that each Club shall behave towards each other Club with the utmost good faith), no Club shall directly or indirectly observe (or attempt to observe) another Club's training session in the period of 72 hours prior to any match scheduled to be played between those respective Clubs.

128 **Supporter Engagement**

128.1 Clubs shall hold at least two meetings/fans forums per Season to which its supporters (or representatives) are to be invited in order to discuss significant issues relating to the Club. The framework for these meetings shall be documented in the Club's Fan Engagement Plan, but are subject to the following minimum criteria:

128.1.1 Clubs must be represented by the Club's majority owner, board Director(s) or other senior executive(s);

128.1.2 where meetings are not open to all supporters wishing to attend, the supporter representatives must be elected, selected or invited in line with basic democratic principles; and

128.1.3 individuals cannot be excluded by the Club without good reason (the Club acting reasonably).

128.2 Each Club shall comply in full with the League's requirements to create a 'Fan Engagement Plan' and agree to:

128.2.1 produce and publish a Fan Engagement Plan on an annual basis;

128.2.2 nominate a senior Official to oversee delivery of the Club's Fan Engagement activity; and

128.2.3 provide to the League (by no later than 30 June in each Season) an end of season summary of work carried out to achieve the Club's Fan Engagement Plan objectives.

128.3 Where a Club amends its Fan Engagement Plan throughout the course of the Season, the Club must update the version published pursuant to Regulation 128.2.1 with the latest version within no less than 5 business days of it taking effect.

129 Codes of Practice

129.1 Equality Act

129.1.1 The Board shall have the ability to, following consultation with the Football Association and Clubs, from time to time implement a code of practice on inclusion and anti-discrimination (Code of Practice).

129.1.2 Regulation 2 shall not apply to implementation of the Codes of Practice.

129.1.3 Clubs and their Officials shall observe and comply with the requirements of the Code of Practice and any breach thereof shall be treated as a breach of these Regulations.

Guidance

For Season 2023/24 Clubs must continue to operate in accordance with the existing Code of Practice whilst also working towards attaining at least bronze level accreditation for the updated Code of Practice circulated to all Clubs in May 2022. All Clubs must have achieved bronze level accreditation by June 2024 at the latest.

129.2 Gambling

129.2.1 Clubs and their Officials must (and ensure that all Players, employees, commercial partners and/or sponsors in the gambling sector shall), observe and comply with the requirements of the Gambling Code of Conduct.

Guidance

Following a Government review of the Gambling Act 2005, a White Paper was published entitled 'High Stakes – Gambling Reform for the Digital Age' which encouraged all sports to take a responsible approach to gambling sponsorship and to develop minimum standards for social responsibility through a Cross Sport Code of Conduct. The League will be a party to the cross-sport code but it will expect Clubs to (i) support the League's compliance with that code, and (ii) enter to and comply with any football specific code.

The League shall publish / make available the applicable Code(s) to Clubs and any amended or replacement versions.

129.2.2 Clubs and their Officials must provide the League with any information and/or documentation as the League may require for the purpose of the League ensuring its own compliance with the Gambling Code of Conduct and/or monitoring Clubs compliance with the Gambling Code of Conduct, including (without limitation) that required for the purpose of any reporting and/or publication obligations under the Gambling Code of Conduct.

129.2.3 Any breach of Regulation 129.2 shall be treated as a breach of these Regulations.

130 **Football Club Charity ('FCCs')**

130.1 Clubs participating in the League must either have or establish a FCC and must ensure that there is a binding written agreement in place between the Club and that FCC setting out the terms of the Club's support for the FCC, and the commitments of the FCC to support the objectives of the Club in the areas of (amongst other things) community sports education and charitable activities.

130.2 The League shall be entitled, when concluding Commercial Agreements, to include in any such Commercial Agreement rights relating to (amongst other things) community sports education and charitable activities in and around Clubs, and each Club will be required to procure that its FCC supports the delivery of those rights.

Guidance

The League and EFL in the Community will issue template service level agreements for Clubs and their FCCs which will include provisions aimed at ensuring the independence of the FCC to protect charitable status whilst also enabling the Club to require the FCC to deliver on any commercial agreements concluded by The League pursuant to the terms of Regulation 79.

130.3 Where a Club is unable to procure, for any reason, that its FCC will deliver on any rights under a Commercial Agreement pursuant to Regulation 130.2, that Club shall itself deliver the rights in such manner and within such timeframe as shall be determined by The League.

131 **Governing Law**

131.1 English Law shall govern these Regulations and any proceedings under them. Any and all commissions, appeal bodies and arbitration panels shall apply English Law in determining any dispute referred to them under the Regulations.

APPENDIX 1 MEMBERSHIP CRITERIA (REGULATION 8)

Part 1 - Ground Capacity and Seating

1.1 Subject to paragraph 1.2 below, the ground capacity and number of seats under cover, as would be recorded in the Club's safety certificate when in membership of the League and taking into account all other provisions of these Regulations, must meet the following minimum criteria:

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

1.2 A new member Club entering League Two must comply with the Qualification Criteria and has until the 30 April in its first Season as a Member to meet the Admission Criteria set out in the above table.

1.3 Where such Club remains a Member of The League that Club shall have until 30 April in the third Season from the date of its admission to comply with the requirement to achieve a capacity in accordance with the Membership Criteria.

1.4 Each Championship Club shall, with effect from the start of its fourth Season in the Championship) only admit spectators to seated accommodation, and there shall be no standing terraces.

Guidance

Any terracing at the ground must conform with the requirements of the Guide to Safety at Sports Grounds - and all local authorities will be asked to independently assess terrace capacities. All spectator-standing areas behind the goal must be all terraced and conform to Appendix 1 Part 3, paragraph 6.

Part 2 - Floodlighting

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

	Average Lux Value	**Minimum at any one point**
Championship	800	500 (but a minimum lighting level of 750 lux at the centre point of each goal line)
League One	500	300
League Two	500	300

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

1.3 The readings must be carried out by a qualified neutral surveyor, specialist contractor and/or a manufacturer. The League shall require a test certificate and chart to be submitted within 14 days of the date of the test and in any event no later than 30 November (with the test having been conducted after 1 July).

1.4 Any Club which fails to deliver a test certificate as required shall be guilty of misconduct. In addition to any penalties imposed, The League may arrange to have an inspection carried out and the cost of the inspection shall be borne by the Club.

Guidance

Although the League will try to notify Clubs in advance of the expiry of their current floodlight report, it is ultimately the Club's responsibility to ensure that a Floodlight Test Report is submitted to the League every year in accordance with Regulations.

Each Club shall ensure that the floodlighting installation and supporting services at its ground are properly designed and maintained so as to continue to meet the criteria set out in this part of this Appendix.

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

1 **Safety Certificate**

1.1 Subject to paragraph 1.2, each Club shall hold a current safety certificate issued in accordance with the provisions of the Safety of Sports Grounds Act 1975.

1.2 If a Club has a ground-sharing agreement it shall be a term thereof that either the Club or the other party to the agreement shall hold a current safety certificate.

1.3 Every Club shall carry out regular and appropriate maintenance and checks to ensure that its safety certificate is not suspended, withdrawn or otherwise amended to effect a reduction in capacity which would result in the Club being unable to meet the Membership Criteria applicable to that Club.

2 **Ground Maintenance**

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

3 **Club Staff**

3.1 The Club must have specific personnel (i.e. Club Doctor, Therapist) as required by League Regulations and a full-time administration.

4 **CCTV**

4.1 The Club must have a CCTV surveillance system in accordance with the requirements of the local safety committee and maintain the same in good condition.

5 External Boundary Wall

5.1 The external boundary wall to be of sound construction, secure on all sides and sufficient to deter would-be intruders. The minimum height must be 2.2 metres.

6 Terracing

6.1 All terracing must conform with the requirements of the Guide to Safety at Sports Grounds. The Local Authority, in accordance with the procedures laid down in the Guide to Safety at Sports Grounds (Sixth Edition), will be asked to independently assess terrace capacities. Any level surfaces within the ground must be hard standing and spectator-standing areas behind the goals must be terraced.

7 Seating

7.1 Seats should be individual seats with tip up bottoms and include backrests. Alternatively, other than the Directors' box, the seats can be of the plastic moulded type complete with back rests or other types of seats provided they have back rests.

8 Turnstiles

8.1 These must be of the automatic revolving type fitted with counting facilities and a computerised turnstile monitoring system.

9 First Aid Facilities

9.1 There must be a designated First Aid Room fitted out with services in accordance with the requirements of the local authority, in accordance with the Guide to Safety at Sports Grounds.

10 Ground Refreshment Facilities

10.1 Refreshment facilities must be available for spectators in each separate area of the ground. There must be a refreshment room or access to a lounge area available for players.

11 Toilets

11.1 There must be adequate toilet facilities for both men and women (of all ages) in each separate area of the ground. There must be at least one washbasin in each toilet facility. Those areas of the ground providing disabled facilities in accordance with paragraph 15 below must also provide appropriate disabled toilet facilities.

12 Public Address System

12.1 There must be a public address system installed, with adequate speaker output to relay information to all spectator areas, as required by the local authority, with the ability to interrupt for safety announcements from the stadium control room.

13 **Emergency Lighting**

13.1 There must be an emergency lighting system for all spectator areas and concourses, as required by the local authority.

14 **Ground Control Room**

14.1 The Club must provide a stadium control room, in accordance with the requirements of the local authority. This should be included in the planning details submitted to The League.

15 **Disabled Facilities**

15.1 Clubs must provide facilities for the accommodation of disabled supporters to meet the legal requirements imposed by the Equality Act 2010 (and any statutory modification thereof and subordinate legislation, regulations or guidelines having statutory force).

Guidance

Clubs are also reminded of their obligations under Regulation 35.7.15 which requires disabled supporters of an Away Club with general admission tickets to be situated with fellow Away Club supporters (subject to Board dispensation in accordance with Regulation 35.7.16.

16 **Pitch Perimeter Protection**

16.1 There must be appropriate pitch perimeter protection, for example wall / barrier surrounding the pitch, to be of sound construction and to comply with current standards as laid down in the Guide to Safety at Sports Grounds.

Guidance

Clubs are reminded to consider Appendix 1 Part 3 clause 24 which indicates the minimum distances permissible between the touchline and pitch perimeter barrier and the goal line and the pitch perimeter barrier.

17 **Stewards**

17.1 All Stewards working at matches played under the auspices of The League shall undergo a programme of training in relation to stewarding at football grounds as approved in writing by The League.

18 **Directors' Box**

18.1 The Directors' box should enjoy a prime position in the main stand. There should be individual seats in a designated area segregated from general admission spectators in the same stand (with appropriate stewarding arrangements) and Home and Away areas should be clearly marked. The standard of accommodation for Home and Away directors shall be comparable.

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

18.2 The Home Club shall supply to the Away Club such numbers of Away Director's box seats as the Away Club requests, the first 16 directors' box tickets to be supplied to the Away Club free of charge.

18.3 There must be a guest room for entertaining Home and Away Directors with appropriate subsistence / refreshments provided.

19 **Dressing Rooms**

19.1 The provisions of this paragraph 19 shall apply unless any Club has been granted a dispensation by the Board. Any Club wishing to apply for a dispensation must have applied no later than 31 January 2014 (or, in the case of a Club promoted from the National League, at the same time as their application for promotion in accordance with Regulation 10.1.3) setting out the grounds on which it seeks a dispensation. Applications shall be determined by the Board in its absolute discretion. Save in the case of the most exceptional circumstances (again as determined by the Board in its absolute discretion) dispensations can only be granted for a maximum period of five years. An application may be refused, granted or granted subject to such conditions as the Board may determine (including having such amounts as the Board shall determine withheld from the Club's central distributions from the Pool Account).

19.2 Players. Separate dressing rooms must be provided for the teams. The minimum size for each changing room is 30sq. metres and each dressing room must have either:

19.2.1 a shower area comprising at least 6 shower units; or

19.2.2 6 separate baths.

19.3 Each room must also be equipped with at least:

19.3.1 4 toilet units (WC's or urinals) in such configuration as the Club considers appropriate, provided that there are not less than 2 WC's;

19.3.2 2 washbasins,

or more if required by the responsible Health and Safety authority.

19.4 Each room must also be equipped with at least:

19.4.1 1 massage table;

19.4.2 1 fridge;

19.4.3 1 tactical board; and

19.4.4 1 working double socket.

19.5 Match Officials. The dressing room for Match Officials must have a changing area of at least 10 sq. metres and at least two showers. There must be one WC and one washbasin available for the exclusive use of the Match Officials. Separate facilities, or appropriate arrangements to facilitate the changing and showering requirements of male, female and non-binary Match Officials, must be provided.

Guidance

Please note that the changing area alone for both dressing rooms and the officials' room must meet with the minimum size requirements; shower bath and toilet areas should not be included in the measurements.

19.6 All dressing rooms must be heated, well ventilated, have non slip floors, be free from damp and secure.

19.7 It is the responsibility of the Home Club to ensure that there is a working bell / buzzer and/or other appropriate device operational on a match day which can be clearly heard in each of the Home, Away and Match Officials Dressing Room(s). This device will be utilised by the Match Referee or other official designated person to notify and give appropriate warning to Players, staff and Officials of their requirement to vacate the dressing rooms for the Players walk out to comply with the CTK protocol and designated kick-off time.

20 **Medical Treatment Room**

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

21 **Press Facilities**

21.1 The minimum number of seats (all with desktops), power points, and ethernet / LAN ports shall be:

	Seats with Desktops	Power Points	Ethernet Ports
Championship	40	40	10
League One	20	10	6
League Two	20	10	6

21.2 At each First Team match all accredited media representatives (including, by way of example only, journalists, broadcasters and photographers accredited either by The League or Football Data Co Limited) shall be provided with:

21.2.1 a printed team sheet; and

21.2.2 a match programme (or, where a Club does not produce a match programme, player profiles and player pictures),

in each case free of charge.

21.3 The nominated press officer(s) of the Away Club shall, in addition to the items specified in paragraph 21.2 above, receive appropriate access to those facilities at the Home Club as are necessary to fulfil their duties for the Away Club but to include, as a minimum, all media areas, the Away Club's dressing room and the tunnel area.

21.4 Clubs must provide a wireless access point accessible to all accredited media representatives attending the match in all designated areas.

Guidance

It is recommended that the Stadium dedicates guaranteed bandwidth or is supplied with exclusive internet connectivity for broadcasters, accredited representatives of the media, data partners and representatives of The League to use. It is also advised that if connectivity per connection is limited, then the minimum should be 10MB upload and 10MB download per device / connection.

21.5 **ISDN Lines.** Each club should provide a level of access to ISDN lines or another solution as approved by the League to enable it to satisfactorily accommodate requests from The League's Broadcasting Partner(s), Independent Local Radio Stations (home and away) and club webmasters (home and away). This may involve the sharing of lines where appropriate. Access to ISDN Lines (or another solution as approved by the League) may be at no cost to the end user, through a hire charge (either from the club or a third party provider) or by the club providing broadcasters the opportunity to install their own facility. The provision of the above ISDN lines (or another solution as approved by the League) is in addition to those already installed by the BBC for their own use. Broadcasters must be provided suitable commentary positions in the immediate vicinity of the relevant ISDN line (or another solution as approved by the League).

Guidance

The League acknowledges the migration away from ISDN lines (by December 2025). Broadcast Partner(s) commentary teams may use ISDN or IP dependant on what is available at each ground. Clubs must have the minimum required amount of active ethernet ports available to enable the smooth transition / option for commentary over IP (the internet) and radio broadcasters must be given priority access to such ethernet ports. Clubs must inform the League when/if contacted by their local network provider about the removal of ISDN from their Stadium.

In relation to future commentary solutions each Club shall ensure that it allows access for the League's Broadcast Partner(s) to install hardwiring to the League's specification at its home Stadium. Club's requiring guidance on this can contact the League.

21.6 **Media Room.** Championship clubs must provide a dedicated room for post-match press arrangements, including a designated room or area for post-match interviews to be conducted away from the press conference room. League One and League Two clubs should provide a similar room or a dedicated area, which is under cover, where the post-match interviews can be conducted. Any designated area for post-match interviews must be as close to the dugouts / tunnel as practically possible.

22 **Broadcast Facilities**

22.1 Where a Club demonstrates to the League that it is unable to comply with one or more of the requirements of paragraphs 21 and 22, despite the Club using its best endeavours, due to the nature of the construction and configuration of its Stadium, the League may at its absolute discretion suspend action for breach of such rules for such period of time and subject to such further order as the League considers appropriate.

22.2 **Television gantry.** Each Club shall ensure that its stadium has a television gantry which:

22.2.1 is situated so that cameras can be positioned on the half-way line;

22.2.2 is at least 9 metres wide;

22.2.3 permits the cameras to have a full and clear view of the whole pitch;

22.2.4 permits each camera position and commentary position to be easily accessible by technical personnel during the League match without disturbing the cameramen or commentators; and

22.2.5 has at least one 16Amp power supply available for the Broadcast Partner(s).

Guidance

To the extent any Club in League One or League Two is unable to meet the criteria set out in paragraph 22.2, it shall notify the League in writing prior to the start of the Season with full and accurate information as to which criteria it is unable to satisfy (and the Club shall use its best endeavours to ensure the criteria is satisfied as soon as reasonably practicable). Pending satisfaction of the same Clubs shall permit the Broadcast Partner(s) to carry out such works and access such facilities as it requires to implement any alternative arrangements.

When considering the location of the television gantry, Clubs should be aware of the need to position the gantry so as to ensure that the cameras positioned on it do not face directly into the sun. If Clubs are considering building or relocating a gantry please contact The League for advice and to arrange a site visit, which may include the Broadcast Partner(s).

Clubs must note the order of priority access to their main gantry; (i) TV broadcast cameras, (ii) broadcast commentators (when on site); (iii) Sky In-Vision (when on site); (iv) analysts – home and away; (v) Club broadcast camera(s); (vi) third party analysts / tracking; and (vii) others. For the avoidance of doubt, the applicable Broadcast Partner(s) always have first priority access. Alternative locations can be agreed subject to the agreement of the League and the Broadcast Partner(s).

22.3 On matchdays, Clubs must give priority access to wired internet ports to radio and commentary teams of The League's Broadcast Partner(s), with such ports to be pre-configured for specific commentary personnel, in line with the following:

22.3.1 all radio commentary ports should be on separate VLAN away from main press;

22.3.2 there must be a minimum guaranteed bandwidth of 5mbs up/down required for each port;

22.3.3 all outbound ports open on the radio commentary VLAN must allow for standard internet traffic plus RTP and SIP data protocols, and the firewall must be stateful to allow unrestricted return network traffic; and

22.3.4 each commentary team must be allocated 2/3 seats. Clubs will communicate with The League's radio Broadcast Partner(s) on the required seat provision.

Guidance

The League(s) Broadcast Partner will communicate with Clubs when a neutral commentator is due to be on site for specific matches that can be shown in the UK.

Existing ISDN infrastructure should remain in place and available until the ISDN phase out is complete.

22.4 **Club cameras**. Subject and without limitation to Regulation 77.1, for fixtures being broadcast by the League's Broadcast Partner(s), Club staff filming and/or taking photographs for Club owned digital channels, including any internal or third party videographers or photographers accredited by the Club, must be allocated and adhere to static positions behind the goals or along the touchline and must not enter the field of play from the point at which the Players exit the tunnel and walk onto the pitch to when all Players and staff have left the pitch.

Guidance

Any filming or photography carried out by Clubs must always be subject to the terms of any commercial contract entered into by the League and notified to Clubs pursuant to Regulation 79.5.

For fixtures being broadcast by The League's Broadcast Partner(s) solely via a streaming platform, Club staff are permitted to enter the field of play after full-time, but at no point during the game. This access can be extended to accredited third party videographers/photographers with prior written consent of The League. However, those on the pitch in these circumstances should adhere to any instructions given by either The League or its Broadcast Partner(s), and The League reserves the right to apply this Regulation to all fixtures should concerns be raised by Broadcast Partner(s) about interference output.

The League may grant a limited exemption from the Regulation for games broadcast on linear television in cases where significant activity is expected on the field of play, such as promotion celebrations, trophy lifts or other presentations. This should always be confirmed in writing prior to the day of the fixture.

22.5 **Outside Broadcast Compound**. At each League match, the Home Club shall provide a secure, level area (suitable for the parking of the Broadcast Partner(s) vehicles) outside and adjacent to the Stadium of at least 1500m2 for Championship Clubs and 600m2 for League One and Two Clubs, for the exclusive use of the League's and Broadcast Partner(s) vehicles ('**Outside Broadcast Compound**').

22.6 The Outside Broadcast Compound shall:

22.6.1 be sufficiently close to the Stadium to allow for access to the Stadium power supply;

22.6.2 guarantee access to the Stadium's network access facility for the Broadcast Partner(s);

22.6.3 be separate from (or sufficiently divided from) the general supporter car park(s);

22.6.4 have sufficient drainage, waste disposal and recycling facilities; and

22.6.5 have at least one male and one female toilet facility for the exclusive use of the Broadcast Partner(s) that are available from the arrival of the Broadcast Partner(s) on the day of the League match until the time that the Broadcast Partner(s)' vehicle(s) leave the Stadium site.

Guidance

Toilet facilities at the Outside Broadcasting Compound must be serviced by hot running water and have adequate cleansing facilities. These facilities can be temporary provided they comply with the requirements set out in paragraph 22.6. Where a Club is unable to provide adequate toilet facilities within the Outside Broadcasting Compound, alternative toilet facilities for use by the Broadcast Partner(s) should be agreed between the Clubs and the League.

Clubs should endeavour to include as part of the Outside Broadcasting Compound; (i) a security hut to offer shelter, lighting and heating for security guard(s); and (ii) recycling bins to allow Broadcast Partner(s) crew to recycle waste and reduce landfill waste.

The Outside Broadcasting Compound should include a minimum of 20 parking spaces in, or as near to, the compound as possible for use by Broadcast Partner(s) crew, which is included in the total space required for the Outside Broadcasting Compound (i.e. it is not additional to the requirements of paragraph 22.5). Where possible, these spaces should include a minimum of 4 spaces equipped with EV rapid charging points (the precise location of which can be agreed between the Clubs and the League) for use at agreed times on match days and, where reasonably requested, up to 3 days before match day. The Club shall be entitled to charge the Broadcast Partner(s) for power usage at cost only.

22.7 **Security for broadcasters**. Home Clubs shall ensure that there is adequate policing and/or stewarding in and around all press facilities and designated Broadcast Partner(s) areas, including the Outside Broadcast Compound and all manned camera positions.

Guidance

In order to assess whether policing and/or stewarding is 'adequate' for the purposes of this paragraph, it is recommended that Clubs engage in appropriate risk assessments and, where appropriate, liaise with League and media representatives.

22.8 **Broadcast Partner(s) refreshment facilities**. Each Home Club shall provide refreshment and catering facilities at each League match and EFL Cup match played at its Stadium which shall be at an equivalent standard to the facilities provided for accredited media representatives at a time to be agreed between the League and the Club. Where a Club is unable to provide refreshment and catering facilities to the required standard, it shall endeavour to agree a suitable standard with the Broadcast Partner(s) at the start of each Season.

Guidance

The refreshment facilities should include a designated area for the Broadcast Partner(s) crew to eat and rest during the agreed time(s).

As a minimum, any food to be provided should include hot food, with at least one vegan option. Clubs should follow best practice when catering for any dietary requirements. The Broadcast Partner(s) should inform Clubs of the number of crew requiring refreshments and catering and the timeframe in which it will be required at the start of the Season or, where this is subject to change, within 14 days before the date of the League match.

Clubs shall be entitled to charge the Broadcast Partner(s) for refreshments at the same price usually charged.

22.9 **Access to stadia for the Broadcast Partner(s) on-match day set up**. Each Club shall provide reasonable access to the Broadcast Partner(s) from two days prior to each League match played at its Stadium to

enable the Broadcast Partner(s) to set up the required equipment. Each Club shall ensure that appropriate Officials and/or Staff are present on these days to enable the Broadcast Partner(s) access.

Guidance

If a Broadcast Partner(s) requests access to the Club's Stadium for more than 2 days prior to the League match to be broadcast, the Club shall aim to accommodate such request as far as it is reasonably practicable.

Where a Home Club undertakes a training session at the Stadium on a day that the Broadcast Partner is present to set up its equipment, the Club shall be entitled to request that the Broadcast Partner vacate the pitch area for the duration of such training session, or to only work above pitch level for the duration.

22.10 **Light Shows**. For any Club planning a light show ahead of a League match to be broadcast, it must ensure that such show is concluded before the Players walk out ahead of kick off.

22.11 For any planned light shows following the conclusion of any match played under the auspices of the League, Clubs must allow for a period of 90 seconds before such show commences to allow for the Broadcast Partner(s) to film closeups and scenes and conduct any super flash interviews on the pitch.

23 **Directors' Room**

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

24 **Parking Facilities**

24.1 Parking facilities must be provided for Directors, with a minimum of 6 places for the visiting Directors and club officials in a location comparable to those provided to Home directors. There must be safe parking arrangements for both the visiting team's coach and the Match Officials. All shall be provided free of charge.

25 **Playing Area**

25.1 The dimensions of the field of play must be in accordance with League Regulations.

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

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

26 **Goal Posts**

26.1 Goal posts and goal net supports to be of professional manufacture and to meet the requirements of the Laws of the Game.

26.2 The Home Club shall provide and maintain at its ground a replacement set of Goal Posts and goal net supports (i.e. one replacement goal) which are of professional manufacture, meet the requirements of the Laws of the Game, and are capable of being erected immediately in the event of the failure of the Goal Posts already installed.

26.3 Two sets of portable goals shall be provided for the purposes of player warm ups.

27 **Trainers' Benches/Boxes**

27.1 Trainers' Benches/boxes to be provided (and clearly separated) marked HOME and AWAY in accordance with the provisions of Regulation 35.1. The technical area, as defined in Law 3 of the Laws of the Game must be clearly marked.

28 **Playing Surface Standard / Slope of Pitch**

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

28.2 It must be flat and free from surface depressions and excessive undulations.

28.3 The maximum slopes allowable shall not exceed an even gradient of vertical to horizontal 1:41 in any direction.

28.4 Each Club shall take all reasonable steps to maintain its pitch in good order. The League may require a Club to take such steps as it shall specify if not satisfied that an adequate standard of pitch is being maintained, including but not limited to The League commissioning an independent report on the state of the pitch by a Club, the cost of such independent report to be borne by the Club concerned.

Guidance

Both the referee and away team manager mark the condition of the home pitch. Should a Club's average pitch mark fall below 3, The League will write to the Club requesting observations on why their pitch has deteriorated and what remedial measures will be undertaken to ensure that the pitch improves.

28.5 Each Club shall ensure that the individual person with overall responsibility for the maintenance of the pitch shall:

28.5.1 where appointed after 1 August 2018, hold at least a Level 3 qualification by reference to the table set out below; and

28.5.2 in each Season attend not less than one educational / development conference organised by The League for ground staff. The League will issue guidance information for dissemination to all other individuals involved in the maintenance of pitches.

<table>
<tr><td></td><td colspan="3">University / Higher Education</td><td rowspan="3"></td></tr>
<tr><td>Level 8</td><td colspan="2">PhD / Doctorate</td><td rowspan="2"></td></tr>
<tr><td>Level 7</td><td colspan="2">Masters Degree</td></tr>
<tr><td>Level 6</td><td colspan="2" rowspan="3">Bachelors Degrees</td><td rowspan="3"></td><td rowspan="2">Higher National Diploma</td></tr>
<tr><td>Level 5</td><td rowspan="2">Foundation Degree</td></tr>
<tr><td>Level 4</td><td>Higher National Certificate</td><td>Higher Apprenticeship</td></tr>
<tr><td>Level 3</td><td>A-Level</td><td>A2
A3</td><td colspan="2">L3 Award, Cert Diploma (QCF)</td><td>Advanced Apprenticeship</td></tr>
<tr><td>Level 2</td><td colspan="2">GCSE (grades A* – C)</td><td colspan="2">L2 Award, Cert Diploma (QCF)</td><td>Intermediate Apprenticeship</td></tr>
<tr><td>Level 1</td><td colspan="2">GCSE (grades D – E)</td><td colspan="2">L1 Award, Cert Diploma (QCF)</td><td rowspan="2"></td></tr>
<tr><td>Entry Level</td><td colspan="2">Key Stage 3</td><td colspan="2">Entry levels 1,2,3 (QCF)</td></tr>
<tr><td></td><td colspan="2">School / 6th Form</td><td colspan="2">FE College / Learning Provider</td><td>Apprenticeships</td></tr>
</table>

28.6 Where the individual with overall responsibility for the maintenance of the pitch (whether under a contract of employment, or contract for services) held that role at a League or Premier League Club (or any club in any other league of an equivalent standing to The League or Premier League, as determined by the League, acting reasonably) as at 1 August 2018, that individual will not need to comply with the provisions of paragraph 28.5.1 but will still need to comply with paragraph 28.5.2

28.7 Where any Club is promoted or relegated into the League and the individual with overall responsibility for the maintenance of the pitch (whether under a contract of employment, or contract for services) does not hold the minimum qualification required under paragraph 28.5.1 and cannot take the benefit of paragraph 28.6, that person shall be required to secure that minimum level of qualification by no later than the end of the third season in membership of the League (whether such membership is continuous or not).

28.8 Where any Club engages a third party contractor to provide pitch maintenance services such that the contractor could reasonably be considered to have overall responsibility for the maintenance of the pitch that Club shall ensure that the terms of its agreement with the contractor are such that it would enable the Club to:

28.8.1 demonstrate that the qualification of the individual(s) appointed by the contractor to manage the Club's pitch maintenance meet the requirements of this Regulation; and

28.8.2 procure the attendance of that individual at any educational / development conference organised by the League for ground staff.

28.9 Each Home Club shall provide full pitch frost covers and/or under soil heating (the specification of which shall meet the reasonable satisfaction of The League) which shall be operated to the extent necessary to procure, so far as it is reasonably possible, that the pitch is playable on the occasion of each match. A breach of this requirement which results in the postponement or abandonment of a match shall be dealt with in accordance with Regulation 32, and not Regulation 8.4.

29 **Pitch Protection**

29.1 following procedures shall be adopted by Players and Officials in the periods immediately before and after a match and at half time:

29.1.1 the pitch shall only be used for warming up or warming down by Players named on the Team Sheet;

29.1.2 pre-match warming up by either team shall not commence until 45 minutes before the kick-off time at the earliest, shall not last for more than 30 minutes, and shall end no later than 10 minutes before the kick-off time;

29.1.3 if portable goals are provided they shall be used for all goalkeeping drills (other than crossing practice) and direct shooting drills;

29.1.4 the goalmouth area shall be used by goalkeepers only if portable goals are not provided or for crossing practice and then only for not more than 20 minutes;

29.1.5 for the purposes of warming up and warming down each team shall use only part of the pitch between the edge of a penalty area and the half way line as directed by pitch map produced by the Home Club;

29.1.6 all speed and stamina work shall be undertaken off the pitch parallel to the touchline opposite the side to be patrolled by the assistant referee or, in the absence of sufficient space, in that part of the pitch described in paragraph 29.1.5 above;

29.1.7 Players using the pitch at half time as aforesaid shall give due consideration to any other activity or entertainment taking place on the pitch at the same time;

29.1.8 the Home Club may water the pitch and/or carry out any remedial or repair work to the pitch at half time provided that it gives reasonable notice to the referee and the other Club that it intends to do so and that any such watering and/or remedial or repair work is carried out evenly over the entire length and width of the pitch; and

29.1.9 any warming down after the conclusion of the match shall last for no longer than 15 minutes, no footballs shall be permitted and neither penalty area shall be used.

Guidance

The Home Club should seek to ensure that the pitch plan is sent to the Away Club in advance of the fixture.

The Away Club should seek permission in advance from the Home Club for any drills/warm up's/warm down's outside of those identified above.

30 **Premier League Ground Criteria – Championship Clubs only**

30.1 Each Championship Club shall by no later than 31 January in each year submit to the board of the Premier League for its approval (not to be unreasonably withheld) fully detailed and costed proposals setting out how, if it is promoted to the Premier League at the end of that Season, it will be able to meet the following requirements of Premier League rules by the following dates:

Premier League rule	**Description (for illustrative purposes only; please refer to the relevant Premier League rules for their full terms and effect).**	**Date**
K.11	Players' dressing rooms to have an area of at least 30 square metres	On promotion
K.13 - K14	Security of Players, Directors and officials of a visiting Club and of match officials	On promotion
K.22	Provide and Maintain Undersoil heating	On Promotion
K.25 – K.27	Goal Line Technology	On Promotion
K.29	Seats in proximity to the Trainers' Bench	On promotion (subject to any dispensations permitted by the Rule)
K.45 – K.49	Internet connectivity	On promotion
K.50 – K.52	TV gantry	On promotion
K.53 – K.54	UK TV commentary positions	On promotion
K.55 – K.56	Overseas TV commentary positions	On promotion
K.57	Radio commentary positions	On promotion
K.58 – K.61	Camera and interview positions	On promotion
K.66	TV Studios	On promotion
K.67 – K.69	Media seats	On promotion

K.71 – K.72	Mixed Zone	On promotion
K.75 - K76,	Hardwiring & cabling	On promotion
K.78 – K.79	Power Supply	On promotion
K.80 – K.83	TV compound and car parking spaces	On promotion
K.86 – K.87	Media working area; conference room; press and data seats	On promotion
K.91	Photographers' access and facilities	On promotion
K.128 – K.141	Floodlighting	On promotion

30.2 The Board shall have the ability to update the rule numbers set out in the above table by reference to updated Premier League rules, and Regulation 2 shall not apply to the updating of Rule numbers.

31 **Championship Clubs – Goal Line Technology**

31.1 Each Championship Club's ground must have such Goal Line Technology as the League shall specify from time to time.

31.2 Each Championship Club shall:

31.2.1 ensure that the Goal Line Technology installed at its ground is properly maintained in accordance with all applicable requirements insofar as such maintenance is the responsibility of the Club and not the responsibility of any Person appointed by the League pursuant to Paragraph 31.2.2;

31.2.2 give all necessary cooperation to such Person appointed by the League to supply, install, maintain and operate such Goal Line Technology and to any Person properly authorised by the League or FIFA to test or certify the Club's Goal Line Technology; and

31.2.3 use Goal Line Technology only as specified by the League from time to time.

31.3 For the avoidance of doubt, ownership of the Goal Line Technology installed and operated at each Club, and of all rights arising therefrom or in connection therewith, shall not belong to the Club.

31.4 Each Championship Club shall pay to the League such amounts as are notified by the League for the costs of installation, operation, maintenance and removal (on promotion or relegation) of any Goal Line Technology (on a pro-rata basis across all Championship Clubs). The League shall be entitled to deduct any such costs from any amounts otherwise payable to the Club by way of Basic Award.

32 **Protection of Players and Match Officials**

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

33 **Ground Regulations**

33.1 All Clubs must ensure that ground regulations, as issued by The League from time to time, are displayed prominently at each entrance to the ground used by supporters, as well as at any point of sale for tickets (including online ticket sales).

Guidance

The League will issue all Clubs with the required number of Ground Regulation posters prior to the start of each season.

APPENDIX 2 PROCEDURAL RULES

1 **Introduction**

1.1 These Procedural Rules shall apply in the absence of agreement between the parties and Applicable Tribunal, or further order of the Applicable Tribunal.

1.2 '**Applicable Tribunal**' means a Player Related Dispute Commission, Disciplinary Commission or League Arbitration Panel, as appropriate.

2 **Control of Proceedings**

2.1 The Applicable Tribunal shall have overall control of the conduct of the proceedings and/or hearing.

2.2 The chairperson of the Applicable Tribunal shall decide all procedural and evidential matters and for that purpose within 14 days of their appointment he shall either give directions for the conduct of the arbitration addressed in writing to each party or require their attendance at a preliminary meeting at which he will give directions.

3 **Additional Provisions Regarding Appointment of Tribunal Members**

3.1 Where a party to proceedings before an Applicable Tribunal fails to select a side member within 3 days of a written request to do so, the chairperson shall be at liberty to do so on their behalf so as to avoid any possible delay in the conduct of the proceedings before the Applicable Tribunal.

3.2 Members of any Applicable Tribunal shall be entitled to receive from The League a reasonable sum by way of fees and expenses, as determined by the Board from time to time.

3.3 Any member of an Applicable Tribunal (**Tribunal Member**) may be challenged if circumstances exist that give rise to justifiable doubts as to their impartiality or independence. A party who intends to challenge any Tribunal Member shall send to the other party or parties a notice of challenge setting out the reasons for its challenge within 7 days after notification of the appointment of the challenged Tribunal Member, or within 7 days from the date when the party making the challenge is informed of any facts and circumstances which may give rise to such a challenge (if such date is subsequent to the receipt of notification of appointment). A copy of the notice shall be sent simultaneously to the Tribunal Member who is challenged and the other members of the Applicable Tribunal and the League. The notification shall be in writing and shall state the reasons for the challenge.

3.4 If any of the other parties does not accede to the challenge, or the challenged Tribunal Member does not withdraw, the decision on the challenge will be made by the chairperson of the Applicable Tribunal (where they are not the subject of the challenge) and by an independent third party otherwise qualified to act as a chairperson of the League Arbitration Panel, as nominated by the Football Association. If the chairperson of the Applicable Tribunal is the subject of the challenge, then the matter will be decided solely by the Football Association nominee. If the challenge is sustained, a replacement Tribunal Member shall be appointed pursuant to Rule 3.5 below.

3.5 If following their appointment a Tribunal Member refuses to act, withdraws, becomes incapable of acting, is removed by order or dies, the party nominating them (or, in the case of the chairperson, The League (or the Football Association if The League is a party)) shall appoint a replacement as soon as reasonably practical and in any event within 3 days.

4 **The Tribunal's General Powers**

4.1 The chairperson of the Applicable Tribunal shall have power to:

4.1.1 allow either party upon such terms (as to costs and otherwise) as it shall think fit to amend any statement of claim and defence;

4.1.2 give directions in relation to the preservation, custody, detention, inspection or photographing of property owned by or in the possession of a party to the proceedings;

4.1.3 give directions as to the preservation of evidence in the custody or control of a party;

4.1.4 direct that a witness be examined on oath;

4.1.5 require each party to give notice of the identity of witnesses it intends to call;

4.1.6 require exchange of witness statements and any expert's reports in any sequence which appears to the Applicable Tribunal to be just or efficient;

4.1.7 appoint one or more experts to report to it on specific issues;

4.1.8 require a party to give any such expert any relevant information or to produce or provide access to any relevant documents or property;

4.1.9 extend or abbreviate any time limits provided by this Section of these Regulations or by its directions;

4.1.10 require the parties to attend such procedural meetings as it deems necessary to identify or clarify the issues to be decided and the procedures to be adopted;

4.1.11 give such other lawful directions as it shall deem necessary to ensure the just, expeditious, economical and final determination of the dispute; and

4.1.12 determine any application made pursuant to Regulation 97.1 (Standing).

5 **Consolidation of Proceedings**

5.1 An Applicable Tribunal shall have the express power to consolidate the proceedings with other substantially similar or related proceedings and/or order that concurrent hearings be held in relation to such proceedings.

6 **Evidence**

6.1 The Applicable Tribunal may direct the proceedings by deciding on what issues it requires evidence to be presented, the nature of the evidence that it requires and the way in which it receives that evidence. This can relate to documents and/or witness statements.

6.2 The Applicable Tribunal shall have the power to decide on the admissibility, relevance and weight of any evidence (including the testimony of any fact or expert witness) and shall not be bound by any judicial or evidential rules in relation to such matters. Facts may be established by any reliable means, including admissions.

6.3 Expert evidence shall be restricted to that which is reasonably required to resolve the complaint. Therefore, no expert evidence shall be admissible except with the permission of the Applicable Tribunal. Permission may be given on such terms and conditions as the Applicable Tribunal may decide.

6.4 Where two or more parties wish to rely upon expert evidence on the same issue the Applicable Tribunal may order that there be the instruction of a single joint expert. In the absence of agreement on the identity or terms of instruction either party may apply to the Applicable Tribunal for an order setting out the choice and/or terms of appointment.

7 **Interim Applications**

7.1 The chairperson of the Applicable Tribunal shall have the authority to deal with any interim applications relating to the conduct of the proceedings or any preliminary points of law unless the chairperson determines that such applications must be heard before the full Applicable Tribunal in order to comply with the overriding objective (as defined in Rule 9).

8 **Security for Costs**

8.1 The Applicable Tribunal may order any party to lodge with The League a sum on account of costs. In considering whether to make such an order the Applicable Tribunal shall follow the principles set out in Section II of Part 25 of the Civil Procedure Rules as if the same were set out herein mutatis mutandis, save that any party may make the application (and not just a Respondent).

9 **Overriding Objective**

9.1 The overriding objective of any Applicable Tribunal is to deal with cases justly. This includes:

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

9.1.2 dealing with cases expeditiously and fairly; and

9.1.3 acting fairly and impartially between the parties.

9.2 Any party involved in proceedings before Applicable Tribunal must assist in furthering the overriding objective and in particular shall do all things necessary for the proper and expeditious conduct of the arbitration and shall comply without delay with any direction of the chairperson of the Applicable Tribunal as to procedural or evidential matters.

10 **Non Compliance by a Party**

10.1 If a party fails to comply with any order made under these Regulations the Applicable Tribunal may make a peremptory order to the same effect providing such time for compliance with it as the Applicable Tribunal considers appropriate and setting out sanctions to be imposed if the defaulting party fails to comply with the peremptory order, including all or any of the following:

10.1.1 debar that party from relying on the matters in respect of which it is in default;

10.1.2 draw such adverse inferences from the act of non-compliance as the circumstances justify;

10.1.3 proceed to a reasoned award on the basis of such materials as have been properly provided to it.

10.2 If the Applicable Tribunal is satisfied that there has been inordinate and inexcusable delay by either party in pursuing or defending any complaints and that delay:

10.2.1 gives rise, or is likely to give rise, to substantial risk that it is not possible to have a fair resolution of the issues in that claim or counterclaim; or

10.2.2 has caused, or is likely to cause, serious prejudice to the other party,

the Applicable Tribunal may, after hearing representations from all parties, make a reasoned award in favour of the non-defaulting party.

11 **Communications**

11.1 All communications sent in the course of the proceedings by an Applicable Tribunal shall be signed on their behalf by the chairperson.

11.2 Such communications addressed by the Applicable Tribunal to one party shall be copied to the other.

11.3 Any communication sent by either party to the Applicable Tribunal shall be addressed to the chairperson and shall be copied to the other party.

12 **The Hearing**

12.1 The chairperson shall fix the date, time and place of the arbitration hearing and shall give the parties reasonable notice thereof.

12.2 At or before the hearing the chairperson shall determine the order in which the parties shall present their cases.

12.3 Any witness who gives oral evidence may be questioned by the representative of each party and by each member of the Applicable Tribunal.

13 **Provisional Awards**

13.1 The Applicable Tribunal shall have power to make provisional awards during the proceedings including without limitation requiring a party to make an interim payment on account of the claim or the costs of the arbitration. Any such provisional award shall be taken into account when the final award is made.

14 **Costs**

14.1 In addition to exercising its other powers, the Applicable Tribunal may (and shall in all cases consider whether it is appropriate to) manage the costs to be incurred by any party in any proceedings. In exercise of this power the Applicable Tribunal may at any time make a 'costs management order' and/or 'costs capping order'.

14.2 The Applicable Tribunal has discretion as to:

14.2.1 whether costs are payable by one party to another;

14.2.2 the amount of those costs; and

14.2.3 when they are to be paid.

14.3 When choosing to make an order for costs, the Applicable Tribunal may make such order in respect of:

14.3.1 the costs of the investigation; and

14.3.2 the costs of the parties; and

14.3.3 the costs of the Applicable Tribunal,

as the Applicable Tribunal may think fit, including whether any deposit required to be paid should be refunded in whole or in part.

14.4 Subject to paragraph 14.5, there is no general rule about orders for costs.

14.5 In proceedings before the Player Related Dispute Commission (and, if applicable, League Appeals Committee) relating to proceedings between Academy Players (excluding Scholars) and Clubs in relation to Youth Development Rules:

14.5.1 the general rule is that there should be no order as to costs of the parties, but the Player Related Dispute Commission (and, if applicable, League Appeals Committee) may make an order for costs where it considers it appropriate to do so; and

14.5.2 any order will in any event be subject to a condition limiting the amount of costs (including disbursements) which the Club may recover to £25,000.

14.6 In proceedings before the Player Related Dispute Commission as between Players and Clubs, the League shall contribute a maximum of £5,000 to the administrative costs of such proceedings (to include the costs of the members of the Player Related Dispute Commission) (or a lesser sum where such administrative costs are less than the stated amount). Any order for costs made pursuant to paragraph 14.2 shall be for any costs incurred in excess of the sum payable by the League in this paragraph 14.6.

14.7 In deciding what order (if any) to make about costs, the Applicable Tribunal will have regard to all the circumstances, including:

14.7.1 the conduct of all the parties;

14.7.2 whether a party has succeeded on part of its case, even if that party has not been wholly successful;

14.7.3 the provisions of any 'costs management order' and/or 'costs capping order'; and

14.7.4 any admissible offer to settle made by a party which is drawn to the Applicable Tribunal's attention.

14.8 The conduct of the parties includes:

14.8.1 conduct before, as well as during, the proceedings;

14.8.2 whether it was reasonable for a party to raise, pursue or contest a particular allegation or issue; and

14.8.3 the manner in which a party has pursued or defended its case or a particular allegation or issue.

14.9 The chairperson of the Applicable Tribunal shall have power to tax, assess or determine the costs if requested to do so by either party.

14.10 Until they are paid in full, the parties shall be jointly and severally liable to meet the fees and expenses of the Applicable Tribunal, the total amount of which shall be specified in an award.

15 **Representation**

15.1 A party may be represented before the Applicable Tribunal by a solicitor or counsel provided that 14 days' prior written notice to that effect identifying the solicitor or counsel instructed is given to the other party and to the chairperson.

15.2 A Club which is a party may be represented before Applicable Tribunal by one of its Officials. An Official shall not be prevented from representing their Club because they are or may be a witness in the proceedings.

15.3 However, in the event that a party's representative shall be considered by the Applicable Tribunal to have unduly delayed or hindered those proceedings, the Applicable Tribunal may make an order debarring that representative from appearing on behalf of that party in those proceedings.

16 **Waiver**

16.1 A party which is aware of non-compliance with Section 10 of the Regulations and yet proceeds with the arbitration without promptly stating its objection to such non-compliance to the chairperson shall be deemed to have waived its right to object.

17 **Time and Place of Hearing(s).**

17.1 The Applicable Tribunal may hear the parties their representatives and/or witnesses at any time or place and may adjourn the hearing for any period on the application of any party as it thinks fit.

18 **Recording of Hearings**

18.1 The Applicable Tribunal may direct that any hearing in respect of a complaint shall be recorded so as to ensure that there is an accurate record of any such hearing in the event of a dispute regarding the conduct of that hearing.

19 **Non Payment of Awards.**

19.1 In default the person concerned shall pay interest at the rate of 5 per cent per annum over Barclays Bank base rate in force from time to time calculated on a daily basis on the outstanding sum from the due date to the actual date of payment. The Applicable Tribunal may order that a party's liability for costs be deducted from any other amounts which may be otherwise due to that party under the terms of any order of the Applicable Tribunal.

20 **Publication and Confidentiality**

20.1 Subject to Rule 20.2, any Applicable Tribunal shall be entitled to publish any judgment, decision or award.

20.2 Decisions of:

20.2.1 a Disciplinary Commission; and/or

20.2.2 the League Arbitration Panel in proceedings conducted pursuant to Regulations 96.2.1 to 96.2.3 inclusive and Regulation 96.2.5 (where The League is a party, but not otherwise),

shall, unless otherwise agreed between the parties, be published (subject to appropriate redaction to protect third party confidentiality).

20.3 In any event, copies of any judgment, decision or award of any Applicable Tribunal in proceedings to which The League is not a party must be provided to The League within 24 hours of the making of the order. Where The League considers, acting reasonably, that the terms of the judgment, decision or award are of general importance to Member Clubs, The League may produce an anonymised version and/or summary of such judgment, decision or award for distribution to Member Clubs.

20.4 All evidence given and any other elements of the case record (for example pleadings, documents, correspondence, statements and submissions) shall, subject to Rule 20.1, be confidential.

20.5 Each Club, Official and Player shall be treated as having consented to any publication and/or disclosure of any judgment, decision or award pursuant to this Rule 20.

21 **Indemnity**

21.1 Each Club acknowledges and agrees that a member an Applicable Tribunal shall not be liable for anything done or omitted in the discharge or purported discharge of their functions as a member of the Applicable Tribunal unless the act or omission is proven to have been in bad faith.

APPENDIX 3 OWNERS' AND DIRECTORS' TEST

Introduction

The intention behind this Appendix 3 is to protect the image and integrity of The League and its competitions, the well-being of the Clubs, and the interests of all of the stakeholders in those Clubs, by preventing anyone who is subject to a 'Disqualifying Event' being involved in or influencing the management or administration of a Club.

More specifically, Appendix 3:

prohibits a person who is subject to a Disqualifying Event from becoming a 'Director' for any Club for so long as the Disqualifying Event subsists;

requires a person who was already a Director before the Disqualifying Event arose to stop being a Director for so long as the Disqualifying Event subsists;

requires each Club not to permit any person who is subject to a Disqualifying Event either to become a Director or (if they were already a Director before the Disqualifying Event arose) to continue to be a Director for the Club, for so long as the Disqualifying Event subsists unless permitted by an order of the League or the League Arbitration Panel; and

prohibits any person(s) from acquiring Control (as defined in Regulation 1) of the Club until such time as the information relating to source and sufficiency of funding has been provided and approved by The League.

Appendix 3 also imposes reporting requirements on Clubs and on persons who are or propose to be Directors of Clubs, to facilitate The League's policing and enforcement of these restrictions. For the avoidance of doubt persons applying under this test will become subject to the League's Regulations at the point of submission of the Declaration.

1 **Interpretation**

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

Acquisition Materials means the documentation and information set out in Appendix 3A;

Club means any Member Club and, for the purposes of this Appendix 3 only, includes any Associated Undertaking, Fellow Subsidiary Undertaking, Group Undertaking, Parent Undertaking or Subsidiary Undertaking of such Club;

Conviction means a finding by a court anywhere in the world that a Person has committed an offence (or offences) or carried out the act(s) for which they were charged, and whether or not that finding is considered to be final pending resolution of any appeal against that finding, and **Convicted** shall be construed accordingly;

Director means:

(a) any Person occupying the position of director of a Club whose particulars are registered or registrable under the provisions of section 162 of the Act and includes a shadow director, that is to say, a Person in accordance with whose directions or instructions the directors of the Club are accustomed to act;

(b) a Person having Control over the Club;

(c) a Person exercising the powers that are usually associated with the powers of a director of a company;

(d) a Person occupying the position of 'chief executive officer' (or an individual with another title, but carrying out an equivalent role);

(e) a Relevant Signatory;

Guidance

Club Secretaries are not required to submit to the OAD Test simply by virtue of holding that position but would be required to if they qualify under any other part of the definition of Director.

Declaration means the Owners' and Directors' Declaration form prescribed by The League and published in The League's document portal;

Entity means any legal entity, firm or unincorporated association and in the case of an Entity which is incorporated any of its Associated Undertaking, Fellow Subsidiary Undertaking, Group Undertaking, Parent Undertaking or Subsidiary Undertaking;

Football Club means any Club or club;

Hate Crime means an offence which is considered to be aggravated in accordance with the Crime and Disorder Act 1998 and the Sentencing Act 2020;

A Person is subject to a **Potential Disqualifying Event** where they are the subject of an ongoing investigation by a UK government appointed regulatory authority or a UK criminal authority (or any equivalent body or authority of competent jurisdiction anywhere in the world) for conduct which, if proven, would result in the Person being disqualified under paragraph 2;

Relevant Signatory means any Person who is authorised to sign on behalf of a Club a Declaration, a written contract of employment with a Player (other than an Academy Player), a transfer agreement and/or any transfer or registration form in respect of a Player (other than an Academy Player) as may be required by the League from time to time;

Review Application has the meaning set out in paragraph 8.11;

Spent Conviction means a Conviction in respect of which the offender is treated as rehabilitated for the purposes of the Rehabilitation of Offenders Act 1974 or, where this statute does not apply for any reason, a conviction which would be so treated had the provisions of the statute applied;

UK Sanctions means sanctions imposed from time to time by the United Kingdom government pursuant to the Sanctions and Money Laundering Act 2018, or any sanction regulations made thereunder which results in the Person being listed in the UK Government sanctions list;

UK Sanctions Restricted Person means any Person that is, or is owned or controlled (as such terms are interpreted in accordance with applicable UK sanctions laws and regulations) by one or more Persons that are, subject to UK Sanctions;

2 **Disqualifying Events**

2.1 A Person shall be disqualified from acting as a Director and no Club shall be permitted to have any Person acting as a Director of that Club if:

2.1.1 they have been found by a Commission to have acted in breach of Premier League Rules B.24 or L.9;

2.1.2 they have accepted a sanction proposed by the Board of the Premier League pursuant to Premier League Rule W.3.7 that they should be disqualified from acting as a Director of the Club, as a result of a breach of Premier League Rules B.24, or L.9;

2.1.3 in relation to the assessment of their compliance with Appendix 3 (and/or any similar or equivalent rules of The Premier League or The Football Association) at any time, they have:

(a) failed to provide all relevant information (including, without limitation, information relating to any other Person who would qualify as a Director but has not been

disclosed, including where they are acting as a proxy, agent or nominee for another Person); or

(b) provided false, misleading or inaccurate information;

2.1.4 either directly or indirectly they are involved in or have any power to determine or influence the management or administration of another Club or Premier League club;

2.1.5 either directly or indirectly they hold or acquire any Significant Interest in a Club while they either directly or indirectly hold any interest in any class of shares of another Club;

2.1.6 they become prohibited by law from being a director (including without limitation as a result of being subject to a disqualification order as a director under the Company Directors Disqualification Act 1986 (as amended or any equivalent provisions in any jurisdiction which has a substantially similar effect) (the '**CDDA**'), or being subject to the terms of an undertaking given to the Secretary of State under the CDDA unless a court of competent jurisdiction makes an order under the CDDA permitting an appointment as a Director);

2.1.7 they have been subject to two disqualifications, suspensions or like sanctions for any of the matters set out in paragraph 2.1.6, irrespective of whether any such disqualification, suspension or sanction is current or not;

2.1.8 they have a Conviction (which is not a Spent Conviction) imposed by a court of the United Kingdom or a competent court of foreign jurisdiction:

(a) in respect of which an unsuspended sentence of at least 12 months' imprisonment was imposed;

(b) in respect of any offence involving any act which could reasonably be considered:

(i) to be dishonest (and, for the avoidance of doubt, irrespective of the actual sentence imposed);

(ii) to have involved violence including, by way of example and without limitation, offences under the Offences Against the Person Act 1861;

(iii) to constitute fraud of any kind, including by way of example and without limitation, tax fraud, tax evasion, identity theft, electoral fraud, bribery, online fraud, money laundering and benefit fraud;

(iv) to constitute corruption;

(v) to constitute perverting the course of justice;

(vi) to constitute a serious breach of any requirement under the Act or the Companies Act 1985;

(vii) to constitute a Hate Crime; and/or

(c) in respect of:

(i) an offence of dishonestly receiving a programme broadcast from within the UK with intent to avoid payment under section 297 of the Copyright, Designs and Patents Act 1988,

(ii) an offence of admitting spectators to watch a football match at unlicensed premises under section 9 of the Football Spectators Act 1989;

(iii) Persons subject to a banning order (as defined) under Schedule 1 of the Football Spectators Act 1989;

(iv) an offence of ticket touting in relation to football tickets under section 166 of the Criminal Justice and Public Order Act 1994,

or a directly analogous offence in a foreign jurisdiction (and, for the avoidance of doubt, irrespective of the actual sentence imposed);

(d) for attempting or conspiring to commit offences as set out at paragraphs 2.1.8(a) to 2.1.8(c);

2.1.9 they have two or more Convictions for any of the matters set out in paragraph 2.1.8, irrespective of whether such Convictions are Spent Convictions or not;

2.1.10 in the reasonable opinion of the League, they have engaged in conduct outside the United Kingdom that would constitute an offence of the sort described in paragraphs 2.1.8(b) and/or 2.1.8(c), if such conduct had taken place in the United Kingdom, whether or not such conduct resulted in a Conviction;

2.1.11 they become the subject of:

(a) an Individual Voluntary Arrangement (including any fast track voluntary arrangement);

(b) a debt relief order (in accordance with the provisions of Part 7A of the 1986 Act);

(c) an administration order (in accordance with Part 6 of the County Courts Act 1984);

(d) an enforcement restriction order (in accordance with the provisions of Part 6A of the County Courts Act 1984);

(e) a debt management scheme or debt repayment plan (in accordance with provisions of Chapter 4 of Part 5 of the Tribunals, Courts and Enforcement Act 2007); and/or

(f) an Interim Bankruptcy Restriction Order, a Bankruptcy Restriction Order or a Bankruptcy Order (or any equivalent provisions in any jurisdiction which has a substantially similar effect); or

(g) any equivalent provision in any other jurisdiction which has a substantially similar effect, and in each case as may be amended from time to time;

2.1.12 they have been subject to two or more arrangements, orders, schemes, plans or provisions in respect of any of the matters set out in paragraph 2.1.11, irrespective of whether any arrangement, order, scheme, plan or provision is current or not;

2.1.13 in respect of an Entity, it suffers an Event of Insolvency;

2.1.14 they are or have been a Director of a Club (or club) which, while they have been a Director of it, has suffered two or more unconnected Events of Insolvency in respect of each of which a deduction of points was imposed (and for the purposes of this paragraph 2.1.14 and paragraph 2.1.15 a Person shall be deemed to have been a Director of a Club (or club) which has suffered an Event of Insolvency if such Event of Insolvency occurred in the one year immediately following their having resigned as a Director of that Club (or club));

2.1.15 they have been a Director of two or more Clubs (or clubs) each of which, while they have been a Director of them, have suffered an Event of Insolvency in respect of each of which a deduction of points was imposed;

Guidance

For the purposes of paragraphs 2.1.14 and 2.1.15, the definition of 'Director' and 'Event of Insolvency' shall be deemed to apply to clubs in the same way as to Clubs.

2.1.16 they have been in an equivalent role to that of a Director:

(a) in at least two Entities that have each been subject to or suffered unconnected Events of Insolvency; or

(b) in an Entity that has been subject to or suffered two or more unconnected Events of Insolvency,

and in either case the Events of Insolvency occurred in the immediately preceding ten years either at a time when they held that role or within one year following their ceasing to act in that capacity.

For the purposes of this paragraph:

(i) the event described at 1.1(b)(ix) of the definition of 'Event of Insolvency' (the voluntary winding up of a company), will not constitute an Event of Insolvency;

(ii) where any Entity has been subject to more than one Event of Insolvency during the process of compromising or entering into a composition with its creditors (for example, administration followed by exit via a company voluntary arrangement), this will only count as one Event of Insolvency;

(iii) it shall not apply where the Person is carrying out an equivalent role to that of a Director in their capacity as an Officeholder;

Guidance

Whilst acknowledging Club (and clubs) are Entities, Event of Insolvency at Clubs are dealt with solely under paragraphs 2.1.14 and 2.1.15, and not this paragraph.

2.1.17 they are subject to any unsatisfied judgment or court order for payment of any monetary amount (provided all appeal rights have been exhausted);

2.1.18 they are subject to a suspension or ban from involvement in the administration of a sport by any ruling body of a sport that is recognised by the International Olympic Committee, UK Sport, or Sport England, another of the home country sports councils, or any other national or international sporting association or governing body, whether such suspension or ban is direct or indirect (for example a direction to Persons subject to the jurisdiction of the ruling body that they should not employ, contract with or otherwise engage or retain the services of an individual);

2.1.19 they are subject to any form of suspension, disqualification or striking-off by a professional body including, without limitation, the Law Society, the Solicitors' Regulation Authority, the Bar Council or the Institute of Chartered Accountants of England and Wales or any equivalent body in any jurisdiction outside England and Wales, whether such suspension, disqualification or striking-off is direct or indirect (for example a direction to Persons subject to the jurisdiction of the professional body that they should not employ, contract with or otherwise engage or retain the services of an individual);

2.1.20 they are subject to a suspension or ban or other form of disqualification by any:

(a) UK government appointed regulatory body (including, by way of example and without limitation, the Charity Commission, Ofcom, the Financial Conduct Authority, the Prudential Regulation Authority, the Gambling Commission and/or HMRC); and/or

(b) any equivalent body of competent jurisdiction anywhere in the world;

2.1.21 they have been subject to two or more suspensions, bans, disqualifications or striking-offs as set out in paragraphs 2.1.18 to 2.1.20, irrespective of whether they are current or not;

2.1.22 they have been removed from acting as a trustee of a pension scheme by the Pensions Regulator or a court, or have otherwise seriously contravened the pensions regulatory system (whether in the United Kingdom or by any equivalent body or court of competent jurisdiction anywhere in the world);

2.1.23 they have been a Director or Relevant Signatory at a Club (or held an equivalent role at a club) that has been expelled from either the League, the Premier League, the National League, Isthmian League, Northern Premier League, Southern Football League, the FA Women's Super League or the FA Women's Championship whilst they were in that role at that Club or club or in the one year immediately following their departure from the Club (or club);

2.1.24 they have been in an equivalent role to that of a Director or Relevant Signatory at any club or team in any other sport which, pursuant to the rules of the relevant sports governing body, has been removed (other than by way of relegation on sporting merit after completion of a full season) from the applicable league or competition whilst they were in that role (or in the one year immediately following their departure from that role);

2.1.25 they are required to notify personal information pursuant to Part 2 of the Sexual Offences Act 2003;

2.1.26 they are found to have breached (irrespective of any sanction actually imposed), or has admitted breaching (irrespective of whether disciplinary proceedings were brought or not):

(a) Regulation 26 or Premier League Rule J.6; or

(b) any other rules in force from time to time in relation to the prohibition on betting on football (whether in England or Wales or elsewhere);

2.1.27 they are an Agency, a Football Agent that is registered pursuant to the FA Football Agent Regulations or pursuant to any equivalent regulations of any national member association of FIFA, or a Person in an equivalent role to that of a Director at an Agency;

2.1.28 either:

(a) in respect of an individual, they become a UK Sanctions Restricted Person; and/or

(b) in respect of an Entity, they or any of their directors, officers or employees are the subject of UK Sanctions.

2.2 A Person who is not already a Director of a Club shall be disqualified from becoming a Director of a Club if they are subject to a Potential Disqualifying Event and no Club shall permit a Person to become a Director of a Club if they are subject to a Potential Disqualifying Event.

Guidance

*Paragraphs 2.1.7, 2.1.8(b)(ii) to 2.1.8(b)(vii), 2.1.8(d), 2.1.9, 2.1.12, 2.1.13, 2.1.16, 2.1.17, 2.1.20 to 2.1.22, 2.1.24 and 2.1.28 ('**Additional Disqualifying Events**') were agreed by Clubs at a general meeting on 8 June 2023. As relates to Persons who were Directors on or prior to 8 June 2023, the Additional Disqualifying Events and the League's powers associated with them will apply to the occurrence of an Additional Disqualifying Event only where it occurs after 8 June 2023. For the avoidance of doubt, in*

respect of any Persons who become (or propose to become) a Director following 8 June 2023, nothing shall preclude the League applying its powers in respect of Additional Disqualifying Events, irrespective of when they occurred.

3 **Submission of Declaration**

3.1 Not later than 14 days before the commencement of each Season each Club shall submit to the League a duly completed Declaration in respect of each of its Directors signed by the Director to which it refers and by a Relevant Signatory, who shall not be the same Person.

Guidance

Where these paragraphs impose an obligation on a Director (or proposed Director) to submit a Declaration (whether under this paragraph 3 or paragraph 10) and the Director (or proposed Director) concerned is not a natural person, it must ensure that the individual signing the Declaration on its behalf is duly authorised to do so and to bind that Director to comply with the obligations placed upon it by these paragraphs.

3.2 Within 21 days of becoming a member of the League each Club promoted from the National League or relegated from the Premier League shall likewise submit to the League a duly completed Declaration in respect of each of its Directors signed as aforesaid.

3.3 If any Person proposes to become a Director of a Club (including for the avoidance of doubt by virtue of being a shadow director but not including any instance where a Person is proposing to acquire Control of the Club):

3.3.1 the Club shall, no later than 10 Working Days prior to the date on which it is anticipated that such Person shall become a Director, submit to the League a duly completed Declaration in respect of that Person signed by them and by a Relevant Signatory, at which point that Person shall be bound by and subject to the Regulations;

3.3.2 within five Working Days of receipt thereof the League shall advise the Club of the timeframe within which the League, acting reasonably, expects to be able to finalise its enquiries in respect of that Person (where the proposed Director is not someone acquiring Control, it is expected that the League will ordinarily be in a position to take this step within five Working Days of receipt of the Club's submission pursuant to paragraph 3.3.1);

3.3.3 following completion of those enquiries, the League will advise the Club whether or not the Person is liable to be disqualified as a Director under the provisions in paragraph 2, and if the Person is so liable the League will take the steps set out in paragraph 5; and

3.3.4 the Person shall not become a Director, and the Club may not permit them to do anything which brings them within the definition of a Director, until the Club has received confirmation from the League pursuant to paragraph 3.3.3 above that the Person is not liable to be disqualified as a Director under the provisions of paragraph 2.

4 **Change of Director's Circumstances**

4.1 Upon the happening of an event which affects any statement contained in a submitted Declaration:

4.1.1 the Director in respect of whom the Declaration has been made shall forthwith give full written particulars thereof to their Club; and

4.1.2 the Club shall thereupon give such particulars in writing to the League.

5 **Disqualification of a Director**

5.1 Upon the League becoming aware by virtue of the submission of a Declaration or in the circumstances referred to in paragraph 4 or by any other means that a Person is liable to be disqualified as a Director under the provisions of paragraph 2 the League will:

5.1.1 give written notice to the Person that they are disqualified, giving reasons therefore;

5.1.2 give written notice to the relevant Club that the Person is disqualified, giving reasons therefore;

5.1.3 where the Person is a Director:

(a) within 28 days of receipt of written notice given in accordance with paragraph 5.1, require the Director to resign as a Director and/or take such other steps as are necessary in all the circumstances to ensure that they no longer come within the definition of Director;

(b) thereafter they must ensure that they continue not to come within the definition of Director for so long as the Disqualifying Event or Potential Disqualifying Event subsists.

5.2 Where the Person is not a Director when the decision is made, they must not do anything that brings them within the definition of a Director for so long as the Disqualifying Event or Potential Disqualifying Event subsists.

5.3 A Club must not permit any person who is disqualified either to become a Director or (if they were a Director before the Disqualifying Event arose) to continue to be a Director at the Club, for so long as the Disqualifying Event or Potential Disqualifying Event subsists.

6 **Disciplinary Provisions**

6.1 Any Club which fails to comply with its obligations under the foregoing provisions of this Section of these paragraphs or which submits a Declaration which is false in any particular shall be in breach of these paragraphs and will be liable to be dealt with in accordance with the provisions of Section 8 of these Regulations.

6.2 Any Director who fails to comply with their obligations under the foregoing provisions of this Section of these paragraphs or who fails to complete and sign a Declaration and any Director or Relevant Signatory who signs a Declaration which is false in any particular shall likewise be in breach of these paragraphs and liable to be dealt with as aforesaid.

7 **Suspension of the Club**

7.1 If a Director who receives a notice under the provisions of paragraph 5.1 fails to resign and their Club fails to ensure their removal from office as required, or if a Club proceeds with the appointment as a Director of a Person to whom paragraph 3.3 applies despite having received a notice under the provisions of paragraph 5.1.2, the League shall have power to suspend the Club by giving to it notice in writing to that effect.

7.2 A suspended Club shall not play in:

7.2.1 any League match;

7.2.2 any matches organised as part of the Games Programmes or matches in the Professional Development Leagues (as those terms are defined in the Youth Development rules);

7.2.3 any matches in the UEFA Champions League, UEFA Europa League, UEFA Europa Conference League, UEFA Super Cup, FIFA World Club Cup, FA Challenge Cup, the League Cup, the League Trophy; and/or

7.2.4 any other match conducted or controlled by The League and in which it would otherwise be eligible to compete.

7.3 For the purposes of the League Competition, the League shall have power to determine how the cancellation of a League match caused by the suspension of one of the Clubs which should have participated in it shall be treated.

7.4 Upon being reasonably satisfied that the Director of the suspended Club has resigned or has been removed from office, the League shall have power to withdraw the suspension by giving to it notice in writing to that effect.

Guidance

The League may exercise any of the powers of investigation conferred on it under the Regulations to determine compliance with the requirements of this Appendix 3. Without prejudice thereto, at any time, by notice in writing The League may require any Club and/or any Director (or person proposing to become a Director) to supply to The League within 14 days (or such other period as The League may reasonably specify) such information as The League may reasonably require to demonstrate compliance by the Club and/or the Director or person proposing to become a Director (as applicable) with the requirements of this Appendix 3.

A Person shall be guilty of misconduct if they (whether intentionally or otherwise):

- *fail to provide a signed Declaration when required under paragraph 2;*
- *sign a Declaration that is false;*
- *fail to notify their Club or The League of any change to the particulars set out within a Declaration that they have signed; or*
- *fail to comply with any of the other requirements imposed on them by paragraph 2, paragraph 3 and/or paragraph 4.*

A Club shall be guilty of misconduct if it (whether intentionally or otherwise):

- *fails to comply with any of the requirements imposed on it under this Appendix 3, including (without limitation) the requirements of paragraph 2, paragraph 3 and paragraph 4; or*
- *fails to ensure that Directors and other Officials of the Club comply with the requirements of this Appendix 3, including (without limitation) the requirements of paragraphs 2 and 3.*

Any Club, Director or other Official of a Club who (whether intentionally, negligently or recklessly) causes, allows or permits any Person to acquire Control of the Club or otherwise act as a Director in breach of the requirements of these rules shall be guilty of misconduct and will be liable to be dealt with in accordance with the provisions of Section 8 of the Regulations. Without limitation to the foregoing, any act of the Club, any Group Undertaking and/or any Director or Official thereof which recognises:

- *any Person as meeting the definition of Director;*
- *any form of transfer (legal or beneficial) or any trust or joint ownership arrangements in relation to any share and the rights which may be exercised by a shareholder;*
- *without having first complied with paragraph 3.3 in full, it will constitute a breach of these rules by that Club, Director or Official.*

Where misconduct as specified in paragraph 5.2 or 5.3 occurs, The League's powers to bring disciplinary proceedings under the Regulations shall apply.

8 **Appeal against Disqualification of a Director**

8.1 Any Person or Club who receives notice under paragraph 5 has a right to appeal the disqualification notice(s) in accordance with the following paragraphs.

8.2 Any Person or Club wishing to appeal a disqualification notice must, within 14 days of the date of that notice, send or deliver to the League a notice of appeal, setting out full details of the grounds of appeal of that Person or Club, together with a deposit of £1,500.

8.3 The only grounds upon which a Person or Club may appeal a disqualification notice are:

8.3.1 none of the Disqualifying Events or Potential Disqualifying Events set out in paragraph 2 apply;

8.3.2 in respect of a Conviction of a court of foreign jurisdiction under paragraph 2.1.8, or a finding of the conduct referred to in paragraph 2.1.10 or a suspension or ban by a sport ruling body under paragraph 2.1.18, or a suspension, disqualification or striking-off by a professional body under paragraphs 2.1.19 or 2.1.20, or a finding of a breach of rule by a ruling body of football pursuant to paragraph 2.1.26(b), or a banning order received pursuant to the Football Spectators Act 1989 (or any like sanction pursuant to similar provisions in any other jurisdiction) under paragraph 2.1.8(c)(iii), there are compelling reasons why that particular Conviction, suspension, ban, finding, disqualification or striking-off, should not lead to disqualification; or

8.3.3 the Disqualifying Event is a Conviction imposed between 19 August 2004 and 5 June 2009 for an offence which would not have led to disqualification as a Director under the paragraphs of the League as they applied during that period.

8.4 An appeal under the provisions of paragraph 8.2 shall lie to a League Arbitration Panel which shall hear the appeal as soon as reasonably practicable. The League Arbitration Panel shall be appointed in accordance with the provisions of Regulation 99.

8.5 The chairperson of the League Arbitration Panel shall have regard to the procedures governing the procedural rules set out in Appendix 2 but, subject as aforesaid, shall have an overriding discretion as to the manner in which the appeal is conducted.

8.6 On application of the Person or Club bringing the appeal, the League Arbitration Panel may stay implementation of the League's decision pending determination of the appeal, where the Person or Club (as applicable) satisfies it that such a stay is necessary to avoid undue prejudice.

8.7 The Person or Club advancing the appeal shall have the burden of proving the complaint. The standard of proof shall be the balance of probabilities.

8.8 The League Arbitration Panel shall make its decision unanimously or by majority. No member of the League Arbitration Panel may abstain.

8.9 The League Arbitration Panel shall give written reasons for its decision.

8.10 The League Arbitration Panel shall have the following powers:

8.10.1 to allow the appeal in full;

8.10.2 to reject the appeal;

8.10.3 if it determines that a Disqualifying Event or Potential Disqualifying Event exists, to determine that the individual concerned should not be banned for that period during which they will

remain subject to it and substitute such period as it shall reasonably determine, having regard to all of the circumstances of the case;

8.10.4 to declare that no Disqualifying Event or Potential Disqualifying Event ever existed or that any Disqualifying Event has ceased to exist;

8.10.5 to order the deposit to be forfeited to the League or to be repaid to the appellant Person or Club; and

8.10.6 to order the appellant Person or Club to pay or contribute to the costs of the appeal including the fees and expenses of members of the League Arbitration Panel.

8.11 Where a Person or Club does not appeal the disqualification notice, or where any appeal is unsuccessful, the Person may apply to a League Arbitration Panel for an order that their disqualification should be for a prescribed period (a '**Review Application**'). The League Arbitration Panel shall be appointed in accordance with the provisions of Regulation 99.

8.12 The Review Application:

8.12.1 must be sent to the League, together with a deposit of £1,500 (in the event an appeal and Review Application are made simultaneously, only one deposit of £1,500 is payable);

8.12.2 must set out the grounds on which it is brought;

8.12.3 shall be heard in accordance with paragraphs 8.4 to 8.9;

8.12.4 shall only be upheld if the Person bringing the Review Application satisfies the League Arbitration Panel that the period of disqualification would be disproportionate in light of the nature of that Disqualifying Event.

8.13 In respect of a Review Application, the League Arbitration Panel may:

8.13.1 uphold the Review Application and specify a shorter period of disqualification; or

8.13.2 reject the Review Application, such that the Person is to remain disqualified (in which case, the League Arbitration Panel may specify a period of time within which a further Review Application may not be made).

8.14 Decisions of an appeal tribunal of the Premier League in relation to any matters determined under Section F of Premier League Rules shall be binding on Clubs and their Directors when in The League, and decisions of a League Arbitration Panel under this Appendix shall remain binding on Clubs after their promotion or relegation from The League.

9 Persons Prohibited by Law from entering the United Kingdom etc.

9.1 No Person may acquire any Holding in a Club if, pursuant to the law of the United Kingdom or the European Union:

9.1.1 they are prohibited from entering the United Kingdom; or

9.1.2 no funds or economic resources may be made available, directly or indirectly, to or for their benefit.

10 Acquisition of Control

10.1 If any Person proposes to acquire Control of a Club (a **Proposed Acquiror**):

10.1.1 the Club and/or the Proposed Acquiror shall, as far in advance of the proposed acquisition of Control as reasonably possible and in any event no later than 10 Normal Working Days prior to the date on which it is anticipated that such acquisition of Control will take place:

(a) submit to the League a duly completed Declaration and signed copy of the Owners' Charter in respect of each Person who will become a Director upon the proposed acquisition of Control;

(b) submit such documentation and information as may be requested by the League, to include but not limited to the Acquisition Materials; and

(c) submit to the League up-to-date Future Financial Information prepared to take into account the consequences of the acquisition of Control on the Club's future financial position;

10.1.2 notwithstanding paragraph 10.1.1, the League shall have power to require the Club and/or the Proposed Acquiror who proposed to acquire Control to appear before it and to provide evidence of the ultimate source and sufficiency of any funds which that Person proposes to acquire Control and/or invest in or otherwise make available to the Club.

10.2 In relation to any proposed acquisition of Control of a Club by a Person, the League shall have the powers set out in Regulation 16.22 and/or the ability to impose such other conditions as in each case it may determine in order to monitor and/or ensure compliance with Regulations 16 to 19, 21, 22 (including Appendix 3) and 105 to 114 inclusive (and their successor or replacement provisions).

10.3 No Person may acquire Control of a Club and no Club may permit a Person to acquire Control of it until such time as:

10.3.1 the League provides confirmation that all Persons that are required to do so have complied with the process set out in paragraph 10.1.1(a) and no such Persons are liable to be disqualified as a Director under the provisions of paragraph 2;

10.3.2 the League provides confirmation of its satisfaction with the information provided pursuant to paragraphs 10.1.1(b) and 10.1.1(c); and

10.3.3 the Club and Person proposing to acquire Control have acceded to any powers and/or accepted any conditions imposed pursuant to paragraph 10.2.

10.4 Any Director or Official of a Club who (whether intentionally, negligently or recklessly) causes, allows or permits any Person to acquire Control of the Club in breach of paragraph 10.3 shall be in breach of these paragraphs and will be liable to be dealt with in accordance with the provisions of Section 8 of the Regulations. Without limitation to the foregoing, where any act of the Club, any Group Undertaking or any Director or Official thereof recognises:

10.4.1 any Person as meeting the definition of Director; or

10.4.2 any form of transfer (legal or beneficial) or any trust or joint ownership arrangements in relation to any share and the rights which may be exercised by a shareholder,

without having first complied with paragraph 10.3 in full, it will constitute a breach of this Appendix 3 by that Club.

10.5 Without prejudice to the generality of the foregoing, Clubs and their Directors must not:

10.5.1 enter into any agreement pursuant to which a Person or Entity agrees to acquire Control, subject to approval of the League; and/or

10.5.2 announce that any such agreement has been concluded subject to the approval of the League.

11 **Confidentiality**

11.1 All matters concerning paragraphs 3.3, 4, 10.1 and 10.3 shall be confidential, save as follows:

11.1.1 the League shall maintain a public register of Directors;

11.1.2 the League shall publish an annual Owners' and Directors' Test report. The report will be suitably anonymised such that no individuals or entities who made applications under this Appendix 3 are named or identified, save where the League considers that an applicant deliberately or recklessly provides false, misleading or inaccurate information (in which case the League may publish such non-anonymised details as it considers appropriate);

11.1.3 where the League gives written notice of disqualification of a Director pursuant to paragraph 5, it shall publish that fact;

11.1.4 decisions of the League Arbitration Panel can be published in accordance with the provisions of Appendix 2; and

11.1.5 the League shall have the power to publish information pertaining to matters in this Appendix 3 where, in its sole discretion, exceptional circumstances apply such that it considers it in the best interests of the League to do so.

Guidance

For the purposes of paragraph 11.1.2, whilst the content of that report shall be at the discretion of the League, it is anticipated that it will confirm the number of applications received by the League pursuant to paragraph 3.3 (to become a Director) and paragraph 10.1 (to acquire Control of a Club) and, of those applications, the number that were successful and unsuccessful.

For the purposes of paragraph 11.1.3: in the event that a Director appeals pursuant to paragraph 8.2 and, upon lodging that appeal issues an application to stay the implementation of the League's decision pursuant to paragraph 8.6, publication shall not be made: (i) where the stay application is successful, until the appeal has been fully and finally determined; or (ii) where the stay application is unsuccessful, until such time as the appeal tribunal confirms that outcome.

12 **Induction**

12.1 No later than 14 days after any acquisition of Control of a Club, any new Directors of the Club shall attend an induction meeting with the League.

12.2 The League may levy fees (payable by Member Clubs) for the processing of applications under this Appendix 3.

APPENDIX 3A ACQUISITION MATERIALS

The Acquisition Materials identified below are non-exhaustive examples which the Board considers reasonable to request in the context of a proposed acquisition of Control. The League will use its discretion and judgement in relation to the materials it requests and in relation to the scope and application of the items referred to below in the context of the particular facts and circumstances of the proposed acquisition of Control of a Club.

Pursuant to Appendix 3, the Acquisition Materials are:

1 An organisational chart showing proposed corporate structure post-acquisition and clearly listing all entities and persons within the overall structure and their percentage shareholdings of each entity within the group, including (but not limited to) all Parent Undertakings and Subsidiary Undertakings where relevant (the '**Group**').

2 Copies of all documents relating to changes in the corporate structure of each entity within the Group since three years of the date of the submission of the Acquisition Materials.

3 Confirmation of the legal identity, jurisdiction of incorporation, jurisdiction of tax residence and status of each entity and person within the Group (for example: private individual, limited company, partnership, fund, listed or unlisted etc.) and background information about each such entity and person.

4 For each entity within the Group, verification of the following information (for example, from the appropriate company registry or copies of deeds where available):

- 4.1 incorporation;
- 4.2 constitutional documents;
- 4.3 articles of association / bye-laws;
- 4.4 registered office;
- 4.5 trading address(es) if different from registered office;
- 4.6 names and address of directors;
- 4.7 most recent financial statements (if an existing company).

5 Detailed biographies of the Directors (or equivalent) of each entity within the Group, and certified copy passports for each.

6 Description of the activities of each entity within the Group.

7 List of registered holders (together with details of the current and proposed ultimate beneficial owners ('**UBO**'), if different) of the shares of each entity within the Group (including name and address), with details of the shares held (or owned) and copies of any share certificates.

8 Copies of all shareholder agreements and all other agreements regarding the shares of each entity within the Group (including pledges, security interests, options, pre-emption rights, nomineeships, trust agreements, etc.) or any other arrangements conferring rights (including voting rights) on third parties which might impair or

influence the exercise by any registered holder or beneficial owner of any right attached to or deriving from the shares.

9 Details of share/loan capital allotted, issued, or agreed to be allotted or issued by each entity within the Group since the date of the latest annual accounts of the Club.

10 In respect of each proposed Director and/or any Person who is proposed to acquire Control and/or, where the proposed Director is a corporate entity, that entity's UBO:

10.1 name, residential address(es) and date of birth (to be confirmed by provision of certified copy documents e.g. passport);

10.2 certified copies of all passports held;

10.3 nature and extent of the interest, including details of the shares held (or owned); and

10.4 confirmation that they will not be acting as trustee or nominee (or similar arrangement) for any undisclosed third party.

11 In respect of each proposed Director and/or any Person who is proposed to acquire Control and/or, where the proposed Director is a corporate entity, that entity's UBO, documentary evidence providing details of the financial circumstances and sources of wealth.

12 Lists of directors and every person generally authorised by any entity within the Group to represent or bind the Club.

13 Details of the overall management structure of the Group.

14 Detailed information as to the Acquisition Debt to be incurred and obligors for such debt and the source of funds to be invested in or otherwise made available to the Club.

15 A copy of any financial model used in connection with the proposed acquisition, which will include profit and loss, balance sheet and cash flow projections relating to the Group and will contain an acquisition debt cash flow model showing the debt servicing of any Acquisition Debt (for these purposes assuming completion of the acquisition of Control of the Club).

16 Details of the purchaser's principal bankers and a letter of reference from them, which is to include:

16.1 confirmation of the total value of assets held with the bank;

16.2 its understanding as to the source of funds; and

16.3 confirmation as to the number of years the purchaser has been a client of the bank.

17 Details of the purchaser's principal lawyers and accountants and confirmation of their appointments from the firms concerned.

18 Details of the purchaser's lead financial advisors and a letter of confirmation which confirms (i) their appointment and (ii) whether they consider that sufficient funds are available for the acquisition of the Club.

19 A copy of the proposed business plan for the Club.

20 A copy of any Heads of Terms and Sale and Purchase Agreements.

21 A list of any competition, regulatory or other clearances required for the acquisition.

22 Confirmation that no entity or person referred to in the previous paragraphs is subject to UK Sanctions or is a UK Sanctions Restricted Person.

23 General description of the Club's current banking and financing arrangements, as well as details of the banking and financing arrangements to be entered into in connection with the proposed acquisition of Control (including details of bank accounts and debt financing facilities).

APPENDIX 4 REGULATIONS OF THE PROFESSIONAL FOOTBALL COMPENSATION COMMITTEE

Definitions

1 In these Regulations:

1.1 '**Chair**' means the independent individual who, subject to the prior written approval of the Premier League, the Football League and The Professional Footballers' Association, has been appointed by the PFNCC to chair Committee proceedings in such terms as it thinks fit;

1.2 '**Club**' means an association football club in membership of the Premier League or the Football League;

1.3 '**Compensation Fee**' means any sum of money or other consideration (exclusive of value added tax) payable by a Transferee Club to a Transferor Club upon the permanent transfer of the registration of the Player;

1.4 '**Contingent Sum**' means any sum of money (exclusive of value added tax) additional to a Compensation Fee, payable upon the happening of a contingent event by a Transferee Club to a Transferor Club consequent upon the transfer of the registration of the Player;

1.5 '**the Football League**' means The Football League Limited;

1.6 '**Out of Contract Player**' means a Player whose contract of employment with a Club has expired or been cancelled.

1.7 '**PFNCC'** means the Professional Football Negotiating and Consultative Committee;

1.8 '**Player'** means a player who is the subject of an application to the Professional Football Compensation Committee (the 'Committee') pursuant to Regulation 2 of these Regulations;

1.9 '**the Premier League**' means The Football Association Premier League Limited;

1.10 '**Secretary**' means the suitably qualified person or body appointed by the PFNCC to administer these Regulations;

1.11 '**Transferee Club**' means a Club to which the registration of a Player has been transferred or which, in the case of an Out of Contract Player, effects his new registration;

1.12 '**Transferor Club**' means a Club from which the registration of a Player has been transferred or which, in the case of an Out of Contract Player, holds or held his registration under the provisions of Premier League Rule U.29.2 or Football League Regulation 68.3; and

1.13 '**Vice Chair**' means the independent individual who, subject to the prior written approval of the Premier League, the Football League and the Professional Footballers' Association, has been appointed to chair Committee proceedings when the Chair is not available or conflicted.

Jurisdiction

2 The Committee shall determine:

2.1 applications made pursuant to Premier League Rules T.38 and V.27.2, Premier League Youth Development Rule 368.2 and Football League Regulation 68.5;

2.2 applications made pursuant to Premier League Youth Development Rule 351 and Football League Youth Development Rules 353;

2.3 applications or referrals made pursuant to Football League Regulations 64.22, 67.4, 68.5, 68.9.2, 68.15, 72.3 and 73; and

2.4 appeals from a decision of the Board of The League made pursuant to League Regulation 67.1.

Composition of the Committee

3 The Committee shall be composed of:

3.1 the Chair or the Vice Chair;

3.2 an appointee of each of the leagues of which the Transferor Club and the Transferee Club are members when the application pursuant to Regulation 2 is submitted or, if the Transferor Club and the Transferee Club are both members of the same league at that time, an appointee of that league;

3.3 an appointee of The Professional Footballers' Association;

3.4 at least one additional member (from a pool of individuals agreed by the PFNCC), to be appointed by the Chair or Vice Chair (as applicable), who:

3.4.1 has experience of Academy Player identification and recruitment; and/or

3.4.2 has specialist valuation and data experience.

4 Any individual appointed to the Committee should undertake tailored training (organised by the Secretary) of the processes and procedures of the PFCC.

5 The Chair, Vice Chair and other members of the Committee shall be entitled to receive fees and expenses in such sum(s) as shall be determined by the PFNCC from time to time and administered by the Secretary.

6 Each member of the Committee will be notified of their appointment by the Secretary and requested to confirm any conflict of interest within two days. In the event that a conflict of interest is disclosed, whichever of the Chair and Vice Chair has been appointed to chair the Committee shall determine whether an alternative appointment should be made.

7 If the Chair is unable to act or to continue acting in a particular matter, the Vice Chair will chair the Committee in that matter instead. If neither the Chair nor the Vice Chair is able to sit in a particular matter, the PFNCC must appoint another independent person to chair the Committee in that matter, subject to the prior written approval of the Premier League, the Football League and the Professional Footballers' Association and that person must have all of the powers that the Chair or the Vice Chair would have had in respect of that matter.

8 If, following their appointment, any other member of the Committee is unable to act or to continue acting, their appointor may appoint a replacement so that the composition of the Committee is maintained as provided in Regulation 3, or (if the hearing on the merits has already been held) may order that the Committee shall determine the matter without the vacancy being filled.

Committee Procedures

9 The parties to proceedings before the Committee shall be the Transferor Club and the Transferee Club (together the 'Parties'). The proceedings must be commenced within 4 months of the Player registering for the Transferee Club.

Guidance

This provision applies to the registration(s) of Player(s) approved following the passing of the revised PFCC Regulations on 6 June 2024 (i.e. for registration(s) approved from that date, the four-month time period will apply).

The Transferor Club and the Transferee Club are recommended to check with their respective Leagues as to the Player's registration date with the Transferee Club. For the avoidance of doubt, the proceedings must be commenced prior to or on the day that falls four months after the Player's registration. Where that date falls on a weekend day or a bank holiday, the deadline will be deemed to expire on the next working day after that weekend day or bank holiday.

In the event that an application is not served by the deadline and the conditions in Youth Development Rule 345 are met, a sum calculated pursuant to the compensation provisions in the Premier League Youth Development Rules 345-368 (or Football League Youth Development Rules 347-370) will, unless the relevant Club (or Football League Club) agree otherwise, be payable by default within 30 days of the deadline.

10 Proceedings shall be commenced by either party making a written application to the Secretary with the respondent Club in copy:

10.1 identifying the Parties and the Player;

10.2 setting out the facts supporting the application with reference to the criteria referred to in Regulations 27 or 28;

10.3 identifying and providing copies of all documents and information relied upon including but not limited to offers made to the Player and relevant authorities; and

10.4 providing full particulars in the template financial return form of the costs set out in Regulation 29.

Guidance

Clubs are required to make their written application to the Secretary and copy in representatives from the respective Leagues using the contact details confirmed with Clubs from time to time.

11 The Parties shall both pay an administration fee to the Secretary, the amount of which will be determined by the PFNCC from time to time and communicated to Clubs.

Guidance

In the event that no agreement is reached by the PFNCC as to the quantum of the administration fee, there shall be no fee payable.

12 Within 7 days of receipt of an application the Secretary shall:

12.1 constitute the Committee in accordance with Regulation 3 and provide the Committee with copies of the application submitted pursuant to Regulation 10; and

12.2 communicate the constitution of the Committee to the Parties.

13 Where a party objects to one or more of the appointment(s) to the Committee, it must raise such objection within 2 working days of the constitution being communicated pursuant to Regulation 12. Whichever of the Chair or Vice Chair has been appointed to chair the Committee shall consider any objection raised and determine within 2 working days whether an alternative appointment should be made.

14 Unless otherwise agreed between the Parties, within 14 days of receipt of the application, the respondent Club shall send to the Secretary and the other party a written response to the application, annexing thereto copies of any documents and information relied upon, and providing full particulars in the template financial return form of the costs set out in Regulation 29.

15 Within 7 days of receipt of the response, the Chair or Vice Chair (as applicable) shall either (a) give directions for the future conduct of the proceedings (a) addressed in writing to the Parties and/or (b) require the Parties to attend a directions hearing (either in-person or by video conference). In the event

of a directions hearing, the Parties shall be invited to provisionally agree directions for the Chair's approval or Vice Chair (as applicable). In either case, the Chair or Vice Chair (as applicable) may give such directions as they think fit but they should generally include at least the following:

15.1 timetabling for the submission of further particulars, evidence, witness statements, authorities and/or submissions by the Parties;

15.2 whether expert evidence will be required;

15.3 whether the Player will be required to attend the hearing;

15.4 scheduling, forum (e.g. in-person, by video conference and/or a hybrid of the two) and timetable for any hearing;

15.5 deadlines for disclosure of bundles of relevant documents to the Parties and the Committee; and

15.6 a timeline for communication of the Committee's decision.

16 The Chair or Vice Chair (as applicable) shall have power to summon any person to attend the hearing to give evidence and to produce documents. Any person who is bound by these Regulations and who, having been summoned, fails to attend or to give evidence or to produce documents shall be in breach of the Rules of the Premier League or the Football League (as applicable).

17 The Committee (or the Chair if the Committee has not yet been fully constituted) shall have the power to amend any of the time periods set out in these Regulations if there is a compelling reason why the proceedings need to be extended, concluded expeditiously and/or the Parties are in agreement in respect of such amendment.

18 The Parties shall do all things necessary for the proper and expeditious conduct of proceedings and shall comply without delay with any direction of the Chair or Vice Chair (as applicable). The Chair or Vice Chair (as applicable) shall have the power to resolve any applications or issues that require determination prior to the hearing.

The Hearing and the Committee's General Powers

19 The Secretary shall make all necessary arrangements for the hearing of the proceedings and shall communicate the date, time and location of the hearing to the Committee and the Parties by no later than 4 weeks prior to the hearing. The Secretary shall also provide a full copy of all documents to each member of the Committee and the Parties 14 days in advance of the hearing unless otherwise stated in the directions of the Chair or Vice Chair (as applicable).

20 The Parties shall both be entitled to be represented at the hearing by a solicitor or counsel provided that their appointment shall be notified to the other party and to the Chair or Vice Chair (as applicable). The Secretary shall give reasonable notice to the Committee and the Parties of the list of attendees at the hearing.

21 The Chair or Vice Chair (as applicable) shall have an overriding discretion as to the manner in which the hearing of the proceedings shall be conducted save that the hearing shall be confidential and conducted in private.

22 If either or both of the Parties fail to attend the hearing the Committee may either adjourn it or proceed in their absence.

23 The Chair or Vice Chair (as applicable) may order that an audio recording and/or transcript of the hearing be taken. In the event that a transcript is produced, it shall only be provided to the Parties and

the Committee on a strictly confidential basis and any further disclosure shall be treated as a breach of the Rules of the Premier League or the Football League (as applicable).

24 The Committee shall not be bound by judicial rules or any enactment or rule of law governing the admissibility, relevance or weight of evidence or material submitted by the Parties. Instead, facts may be established by any means the Committee considers reliable.

25 The Committee will be permitted to ask questions of the Player at the hearing (in the presence of the legal representatives of the Parties, if applicable) subject to any objections from the Parties.

Committee's decision

26 In making a determination, the Committee shall take into account:

26.1 the criteria set out in Regulation 27 in respect of matters pursuant to Regulation 2.1; or

26.2 the criteria set out in Regulation 28 in respect of matters pursuant to Regulation 2.2; or

26.3 any criteria as they see fit in respect of matters pursuant to Regulations 2.3 and 2.4.

27 In making a determination in respect of matters pursuant to Regulation 2.1, the Committee shall take into account the costs set out in Regulation 29 and any of the following criteria up to the date the Player's registration was transferred to the Transferee Club:

27.1 the status of each of the Transferor Club and the Transferee Club;

27.2 the age of the Player;

27.3 the Training Model(s) (as that term is defined in Premier League Youth Development Rule [1.100]) on which the Player was engaged with the Transferor Club;

27.4 the amount of any fee paid by the Transferor Club upon acquiring the registration of the Player;

27.5 the length of time during which the Transferor Club held the registration of the Player;

27.6 the terms of the new contract offered to the Player by both the Transferor Club and the Transferee Club;

27.7 the Player's playing record, including any international appearances;

27.8 substantiated interest shown by other clubs in acquiring the registration of the Player;

27.9 relevant precedent(s) and/or comparable decision(s) made in previous PFCC cases; and

27.10 the quantum of the fee payable to the Player's agent (if applicable).

28 In making a determination in respect of matters pursuant to Regulation 2.2, the Committee shall take into account the costs set out in Regulation 29 and any of the following criteria up to the date the Player's registration was transferred to the Transferee Club:

28.1 the status of each of the Transferor Club and the Transferee Club;

28.2 the age of the Player;

28.3 the Training Model(s) (as that term is defined in Premier League Youth Development Rule [1.100]) on which the Player was engaged with the Transferor Club;

28.4 the amount of any fee paid by the Transferor Club upon acquiring the registration of the Player;

28.5 the length of time during which the Transferor Club held the registration of the Player;

28.6 the terms of the new contract offered by the Player by both the Transferor Club and the Transferee Club;

28.7 the Player's playing record including any international appearances;

28.8 substantiated interest shown by other clubs in acquiring the registration of the Player;

28.9 relevant precedent(s) and/or comparable decision(s) made in previous PFCC cases; and

28.10 the quantum of the fee payable to the Player's agent (if applicable).

29 The costs to be taken into account under Regulations 27 and 28 shall be submitted by the template financial return form provided by the Premier League and/or the Football League from time to time, which records

29.1 any cost incurred by either Club in operating an Academy and providing for players attending that Academy, including (without limitation) the cost of:

29.1.1 living accommodation;

29.1.2 training and playing facilities;

29.1.3 scouting, coaching, administrative and other staff;

29.1.4 education and welfare requirements;

29.1.5 playing and training strip and other clothing;

29.1.6 medical and first aid facilities; and

29.1.7 friendly and competitive matches and overseas tours; and

29.2 any other cost incurred by either Club directly or indirectly attributable to the training and development of Players including any fee referred to in Regulations 27.4 or 28.4.

30 As a minimum, the Committee shall determine the quantum of a Compensation Fee and/or a Contingent Sum payable from the Transferee Club to the Transferor Club. The quantum of Compensation Fee and/or Contingent Sum determined by the Committee shall be no less than the sum calculated for the Player pursuant to the compensation provisions in Premier League and Football League Youth Development Rules 347-370 (if applicable).

31 The Committee shall order the Parties to pay the fees and expenses of the Committee (including administrative costs of the Secretary). The normal order shall be that each Party pay an equal share, but the Committee shall have the power to apportion those costs as between the Parties in such other proportions as it shall think fit having regard to its decision on compensation and the way any Party conducted itself in the proceedings and any consequent impact on the costs of the Committee.

32 The Committee shall have the power to order either of the Parties to pay such other sum by way of costs as it shall think fit.

33 The Committee may make such other order as it thinks fit.

34 The Committee shall make its decision unanimously or by majority. No member of the Committee may abstain. In the event of a tie, the Chair or Vice Chair (as applicable) shall have a second or casting vote.

35 The Committee's decision shall be announced as soon as practicable either at the end of the hearing or in writing by the Secretary to the Parties by the date provided in the directions issued pursuant to Regulation 15, failing which no later than 7 days after that date.

36 The Committee shall provide full written reasons for its decision, such reasons to address both the criteria considered and the approach adopted by the Committee in reaching its decision.

37 The decision of the Committee shall be final and binding.

Disclosure

38 Decisions of the Committee (including written reasons) shall be distributed to all Clubs by the Premier League and/or the Football League. All Clubs and Players subject to these Regulations shall be deemed to have provided their full and irrevocable consent to the distribution of Committee decisions save that such Clubs and Players may apply to the Committee to request the redaction of any information that is either: (a) personally or medically sensitive, (b) confidential in relation to safeguarding and/or (c) commercially sensitive. For this reason, reasonable prior notice of the date of distribution of any decision (and its contents) must be provided to the Parties.

Amendments

39 No amendment to these Regulations shall be proposed or made without the prior written approval of the Premier League, The League and the Professional Footballers' Association.

40 Following the requisite approvals, all amendments to these Regulations shall come into effect immediately and shall apply in full to all cases, including those that were filed or that are based on facts occurring prior to their effective date.

APPENDIX 5 FINANCIAL FAIR PLAY RULES

PART 1 – CHAMPIONSHIP PROFITABILITY AND SUSTAINABILITY RULES

1 **Definitions**

1.1 Capitalised Terms have the meanings ascribed to them in the Articles of Association and the Regulations of The League unless otherwise indicated below:

1.1.1 **Acquiring Registration Costs** means amounts paid and/or payable for the acquisition of a Relevant Player's registration, excluding any internal development or other costs. They include:

(a) transfer/loan fees and realised conditional transfer amounts, including training compensation and solidarity contributions, paid and/or payable to another Club (or club) and/or third party to acquire the Relevant Player's registration;

(b) any amount paid and/or payable to any Intermediary or other agent; and

(c) other direct costs of acquiring the Relevant Player's registration e.g. transfer levy.

1.1.2 **Academy Player** means for the purpose of this Appendix 5 only, a male player (other than an Amateur Player or a Trialist) who is in an age group between Under 9 to Under 21 and who is registered for and who is coached by or plays football for or at a Club which operates an Academy pursuant to the Youth Development Rules save for any Player who has made 10 or more starting appearances for:

(a) any Club in the following competitions:

(i) the Championship division of the League Competition;

(ii) the Premier League Competition;

(iii) any first team club competition organised by UEFA;

(iv) any other equivalent professional domestic league to the Championship division of the League Competition or Premier League Competition or first team Cup competition organised by a national association sanctioned by or affiliated to UEFA and/or FIFA (by way of example, Scottish Premiership, Ligue 1, Serie A and La Liga); and/or

(b) any other League match for the Club.

1.1.3 **Adjusted Earnings Before Tax** means, in respect of an Accounting Reference Period, Earnings Before Tax for such Accounting Reference Period adjusted to exclude:

(a) costs recognised in such Accounting Reference Period (or estimated costs as the case may be) in respect of the following:

(i) depreciation and/or impairment of tangible fixed assets (net of any capital grants);

(ii) amortisation or impairment of goodwill and other intangible assets (but excluding amortisation and/or impairment of the costs of Players' registrations);

(iii) Women's Football Expenditure;

(iv) Youth Development Expenditure;

(v) Community Development Expenditure;

(vi) a Cost of Living Allowance of:

1) in respect of Season 2024/25, £2,500,000; and

2) in respect of Season 2025/26 and subsequent Seasons £3,500,000 per Season; and

(b) profit/loss on disposal of any tangible fixed asset. With effect from Season 2023/24, this includes any profit/loss that may be derived directly or indirectly or for the disposal of any intangible asset (directly or indirectly) where its value derives materially from the ownership of a tangible asset.

Guidance

As Clubs have agreed that the sale of fixed assets should not help Clubs meet the requirements of these Rules, the language should be updated to reflect the fact that this could be achieved via, for example, sales of shares in companies which control fixed assets. By adding in the element of directly or indirectly, it makes clear that such amounts cannot aid Club compliance with these Rules.

Each of Youth Development Expenditure, Women's Football Expenditure and Community Development Expenditure shall only be excluded from the calculation of Adjusted Earnings Before Tax for such Accounting Reference Period if separately disclosed:

(i) by way of notes to the Annual Accounts and Forecast Annual Accounts for such Accounting Reference Period; or

(ii) by way of supplementary information which:

1) has been identified and calculated in accordance with such guidance as issued by The League;

2) reconciles to the Annual Accounts and Forecast Annual Accounts for such Accounting Reference Period; and

3) if requested by the League, has been subject to an independent audit.

1.1.4 **Associated Party Transaction** means any transaction, whether directly or indirectly, between a Club and an Associated Party. In considering whether a transaction is an Associated Party Transaction, The League will direct its attention to the substance of the transaction and not merely the legal form.

Guidance

If the accounting standards applied by the Club do not require the Club to disclose Associated Party Transactions within the notes to the Annual Accounts, the transactions should be detailed in a separate schedule and submitted to The League.

1.1.5 **Board Statement** means a statement in a form approved by The League from time to time, to be provided to The League, together with a Club's Estimated P&S Calculation and P&S Calculation.

1.1.6 **Cash Losses** means aggregate Adjusted Earnings Before Tax after write back of:

(a) amortisation and/or impairment of Players' registrations; and

(b) profit or loss on the transfer of Players' registrations; and

(c) inclusion of net cash flow in respect of transfers of Players' registrations.

1.1.7 **Community Development Expenditure** means:

(a) net expenditure by a Club directly attributable to activities (whether in the United Kingdom or abroad) for the public benefit to promote participation in sport and advance social development; and

(b) donations made by the Club:

(i) to United Kingdom charities in a form recognised by such charities; and/or

(ii) for foreign charitable purposes in a form which (had the donations been made to registered United Kingdom charities) would have been recognised as charitable.

1.1.8 **Cost of Living Allowance** means, subject to Rule 1.1.3(a)(vi), an allowance for increased costs due to inflation;

1.1.9 **Earnings Before Tax** means, in respect of any Accounting Reference Period, profit or loss after depreciation and interest but before tax for such Accounting Reference Period.

1.1.10 **Estimated P&S Calculation** means the aggregation of a Club's:

(a) estimated Adjusted Earnings Before Tax for T;

(b) Adjusted Earnings Before Tax for T-1; and

(c) Adjusted Earnings Before Tax for T-2.

1.1.11 **Fair Market Value** means the amount for which an asset, right or other subject matter of a transaction could be sold, licensed or exchanged, a liability settled, or a service provided, between knowledgeable, willing parties in an arm's length transaction.

1.1.12 **Forecast Annual Accounts** are an estimated profit and loss account and balance sheet for T which shall:

(a) be prepared in all material respects in a format similar to the Club's Annual Accounts; and

(b) be based on the latest information available to the Club and be, to the best of the Club's knowledge and belief, an accurate estimate as at the time of preparation of future financial performance..

1.1.13 **Group** for the purposes of these Rules, has the meaning set out in Section 474(1) of the 2006 Act save that it shall also include any other entity that carries on any material aspect of the football operations of the Club.

1.1.14 **Loss Limit Requirement** means the requirement to ensure that the Adjusted Earnings Before Tax in any P&S Calculation does not exceed the Upper Loss Threshold applicable to that Club;

1.1.15 **P&S Calculation** means, save as indicated below, the aggregation of a Club's Adjusted Earnings Before Tax for T-1, T-2 and T-3, calculated using its Annual Accounts for each of T-1, T-2 and T-3.

1.1.16 **Player Registration Schedule** means a table (in such a format which shall be agreed by The League with each Club from time to time) which provides such information which is required to be disclosed in accordance with Annex 1 of this Appendix 5.

1.1.17 **Premier League Competition** means the annual league competition for Premier League clubs organised by the Premier League.

1.1.18 **Relegated Club Estimated P&S Calculation** means the aggregation of a Club's:

(a) estimated Adjusted Earnings Before Tax for its Accounting Reference Period ending in the year of its relegation;

(b) Adjusted Earnings Before Tax for its Accounting Reference Period immediately preceding the Accounting Reference Period to which paragraph (a) of this definition refers; and

(c) Adjusted Earnings Before Tax for its Accounting Reference Period immediately preceding the Accounting Reference Period to which paragraph (b) of this definition refers.

1.1.19 **Relevant Player** means:

(a) all Players whose registration is held by the Club at any time during the period covered by the P&S Calculation; and

(b) all Players in respect of whom some income/expense/profit (or loss) has been recognised at some point in time in the period covered by the P&S Calculation.

1.1.20 **Secure Funding** means funds which have been or will be made available to the Club in an amount equal to or in excess of any Cash Losses which the Club has made in respect of the period from T-2 or is forecast to make up to the end of T+2. Secure Funding may not be a loan and shall consist of:

(a) contributions that an equity participant has made by way of payments for shares through the Club's share capital account or share premium reserve account; or

(b) an irrevocable commitment by an equity participant to make future payments for shares through the Club's share capital account or share premium reserve account. This irrevocable commitment shall be evidenced by a legally binding agreement between the Club and the equity participant and may if The League so requires be secured by one of the following:

(i) a personal guarantee from the ultimate beneficial owner of the Club, provided that The League is satisfied that:

1) they are of sufficient standing; and

2) the terms of the guarantee are satisfactory;

(ii) a guarantee from the Club's Parent Undertaking or another company in the Club's Group, provided that The League is satisfied that:

1) the guaranteeing company is of sufficient standing; and

2) the terms of the guarantee are satisfactory;

(iii) a letter of credit from a Financial Institution of sufficient standing and an undertaking from the Club's Directors to The League to call on the letter of credit in default of the payments from the equity participant being made;

(iv) payments into an escrow account, to be paid to the Club on terms satisfactory to The League; or

(v) such other form of security as The League considers satisfactory; or

(c) such other form of secure funding as The League considers satisfactory.

1.1.21 **T** means, in respect of any Season, the Club's Accounting Reference Period ending in the year in which that Season finishes, and:

(a) **T-1** means the Club's Accounting Reference Period immediately preceding T;

(b) **T-2** means the Club's Accounting Reference Period immediately preceding T-1;

(c) **T-3** means the Club's Accounting Reference Period immediately preceding T-2;

(d) **T+1** means the Club's Accounting Reference Period immediately following T; and

(e) **T+2** means the Club's Accounting Reference Period immediately following T+1.

1.1.22 **Women's Football Expenditure** means expenditure by a Club directly attributable to activities to train, educate and develop players involved in women's football teams (including, for the avoidance of doubt, such activities as they relate to female players under the age of 18);

1.1.23 **Youth Development Expenditure** means expenditure by a Club directly attributable to activities to train, educate and develop Academy Players net of any youth development grant income received by the Club from any of the football governing bodies. Acquisition Registration Costs of an Academy Player cannot be included as Youth Development Expenditure.

2 **Profitability and Sustainability**

2.1 Each Club must ensure that it complies with the Loss Limit Requirement.

2.2 Each Club promoted or relegated into the Championship shall by 30 June immediately following the promotion or relegation submit to the League the following:

2.2.1 a copy of the Player Registration Schedule which would have been provided as at 1 March had it been in the Championship;

2.2.2 in the case of a Club promoted to the Championship, Forecast Annual Accounts for the Accounting Reference Period ending in the year of its promotion together with:

(a) a calculation of Earnings Before Tax; and

(b) a calculation of the Adjusted Earnings Before Tax,

for the Accounting Reference Period relating to the Season of promotion (i.e. its last in League One) and the Season prior to that Season, in such format as a prescribed by the League.

2.2.3 In the case of a Club relegated to the Championship:

(a) updated Forecast Annual Accounts for the Accounting Reference Period ending in the year in which relegation occurred;

(b) copies of all information submitted to the Premier League in the Season where relegation occurs (i.e. its last in the Premier League) pursuant to Section E of the Rules of the Premier League (as amended from time to time) including by way of example and without limitation:

(i) all versions of the estimated profit and loss account for the Accounting Reference Period;

(ii) all versions of its calculation of its Adjusted Earnings Before Tax, Estimated Adjusted Earnings Before Tax and PSR Calculation (which for the avoidance of doubt shall stand as that Club's P&S Calculation);

(iii) any other estimated financial data submitted to the Premier League for the purpose of calculating a Club's estimated Earnings Before Tax and estimated Adjusted Earnings Before Tax or Estimated P&S Calculation;

(iv) any details on the assessment of any Associated Party Transactions;

(v) copies of all correspondence with the Premier League relating thereto, relating to the Season in which the relegation occurred; and

(c) the calculation of its:

(i) estimated Adjusted Earnings Before Tax for its Accounting Reference Period ending in the year of its relegation;

(ii) Adjusted Earnings Before Tax for its Accounting Reference Period immediately preceding the Accounting Reference Period to which Rule 2.3.3(c)(i) refers;

(iii) Adjusted Earnings Before Tax for its Accounting Reference Period immediately preceding the Accounting Reference Period to which Rule 2.3.3(c)(ii) refers; and

(iv) Estimated P&S Calculation.

2.3 Each Club shall by 1 March in each Season submit to The League:

2.3.1 a Player Registration Schedule;

2.3.2 its Forecast Annual Accounts;

2.3.3 whether or not the Club was also a Club at any time during T-1 or T-2, the calculation of its:

(a) estimated Adjusted Earnings Before Tax for T;

(b) Adjusted Earnings Before Tax for T-1;

(c) Adjusted Earnings Before Tax for T-2; and

(d) the Estimated P&S Calculation and supporting Board Statement both in a form approved by The League from time to time; and

2.3.4 full details of each and any Associated Party Transaction.

Guidance

The League will in due course consider the Annual Accounts for the Accounting Reference Period in respect of which information pursuant to Rule 2.3.2 is submitted and in particular examine whether any material variances indicate that the estimated financial information was not prepared in accordance with Rule 1.1.12.

The definition of Forecast Annual Accounts was added in May 2024. For clarity, the League's assessment of the Club's compliance with P&S Rules will be based on the Annual Accounts for T-3, T-2 and T-1.

2.4 Notwithstanding the provisions of Regulation 16.2.1, each Club (including a Promoted Championship Club promoted at the end of the immediately preceding Season and any Club relegated into League One at the end of the immediately preceding Season) shall submit to The League no later than 31 December copies of:

2.4.1 its Annual Accounts for T-1 (and T-2 if these have not previously been submitted to The League) together with copies of the Directors' report(s) and auditor's report(s) and agreed upon procedures (where relevant), on those Annual Accounts; and

2.4.2 its P&S Calculation, together with a Board Statement both in a form approved by The League from time to time, regardless of whether or not the Club was also a Club during any or all of T-1, T-2 or T-3.

Guidance

For example, by 31 December 2025 each Club (including any Club promoted to the Premier League or relegated into League One at the end of Season 2024/25) must submit to the League the Annual Accounts for financial year 2024/25.

2.5 Each Club shall by 15 October in each Season submit a Player Registration Schedule based on existing registrations as at 30 September in that Season.

2.6 The League shall determine whether consideration included in the Club's Earnings Before Tax arising from an Associated Party Transaction is recorded in the Club's Annual Accounts and/or Forecast Annual Accounts at a Fair Market Value. If it is not, The League shall restate it to Fair Market Value.

2.7 The Club will indemnify The League for any associated costs incurred by The League when assessing whether an Associated Party Transaction is recorded at Fair Market Value (including but not limited to costs incurred by instructing a third party to provide a valuation).

Guidance

The League will likely only require an independent fair market valuation where it disagrees with the valuation provided by the Club.

2.8 The League shall not exercise its power set out in Rule 2.6 without first having given the Club reasonable opportunity to make submissions as to:

2.8.1 whether the said consideration should be restated; and/or

2.8.2 what constitutes its Fair Market Value.

2.9 If the Estimated P&S Calculation or Relegated Club Estimated P&S Calculation results in a forecast loss of up to the Lower Loss Threshold (calculated in accordance with Rule 3):

2.9.1 The League shall determine whether the Club will, until the end of T+1, be able to fulfil its obligations as set out in Regulation 16.21.8(a) to 16.21.8(d).

2.9.2 Where The League determines, in its reasonable opinion and having considered any information provided to it by the Club, that the Club may not be able to fulfil its obligations as set out in Regulations [16.21.8], The League shall have the powers set out in Regulation 16.22.

2.10 If the Estimated P&S Calculation or Relegated Club Estimated P&S Calculation results in a forecast loss that exceeds the Lower Loss Threshold, then the following shall apply:

2.10.1 the Club shall provide, by 31 March in the current Season, Future Financial Information to cover the period commencing from its last accounting reference date (as defined in section 391 of the 2006 Act) until the end of T+2 and a calculation of estimated aggregated Adjusted Earnings Before Tax until the end of T+2 based on that Future Financial Information;

2.10.2 the Club shall provide such evidence of Secure Funding as The League considers sufficient; and

2.10.3 if the Club is unable to provide evidence of Secure Funding as set out in Rule 2.10.2, The League shall have the powers set out in Regulation 16.22.

2.11 Where The League determines, in its reasonable opinion and having considered any information provided to it by a Club and/or any information available to it, including without limitation information provided under Regulation 16 and/or this Appendix 5, that a Club is likely to breach the Upper Loss Threshold for:

2.11.1 the Club's current Accounting Reference Period ('**ARP**');

2.11.2 the Club's Accounting Reference Period immediately following ARP ('**ARP+1**'); and/or

2.11.3 the Club's Accounting Reference Period immediately following ARP+1 ('**ARP+2**'),

then The League shall have the powers set out in Regulation 16.22. For the avoidance of doubt, this Rule and the associated powers are applicable to all Championship Clubs at all times, regardless as to divisional status in prior years.

Guidance

***General**: Where the League considers, acting reasonably, and after consideration of any information available to it by whatever means, that a Club is at risk of breaching the Upper Loss Threshold (for example where the Club is reliant on future player sales to avoid a breach) in ARP, ARP+1 and/or ARP+2, the League will consider whether it is necessary to require the Club to operate in accordance with the terms of a business plan.*

The business plan could include, by way of example, requirements relating to player acquisitions, disposals, reduction in player costs (i.e. wages) and, where the Club thinks it is achievable, uplifts in revenue) to bring the Club back into compliance with the Upper Loss Threshold for ARP, ARP+1 and/or ARP+2.

The League recognises that in relation to ARP+2 being in the future it could be difficult for Clubs and the League to accurately forecast for the purpose of P&S and the potential exercise of these powers needs to be considered in that context.

The purpose of this Rule is to give Clubs and The League the opportunity to work together to develop the terms of a business plan which will include remedial measures to allow the Club to bring itself back into compliance with these Rules.

The following paragraphs summarise the League's general approach.

***Risk of Breach in ARP:** The League will likely take immediate action under Rule 2.11 **Error! Reference source not found.**to try to bring the Club back into compliance with the Upper Loss Threshold as soon as possible.*

The League will require the Club to submit, agree and adhere to a business plan which would avoid a breach of the Upper Loss Threshold in ARP. The League will monitor the Club's compliance with the business plan and act as appropriate. This business plan could include, by way of example, requirements relating to player disposals and associated reduction in player costs (i.e. wages).

The League may refuse the application for the registration of any new player or contract in circumstances where the registration of any such new player or contract is not provided for in the business plan. If a Club wishes to complete a player transaction which is not provided for in the business plan, it should raise the matter as soon as possible with the League.

***Risk of Breach in ARP+1:** The Club will be required to submit, agree and adhere to a business plan which would avoid a breach of the Upper Loss Threshold in ARP+1. The League will monitor the Club's compliance with the business plan and take actions as appropriate.*

If the Club is not complying with the business plan (including actioning the remedial measures contained within it) then The League will then consider utilising the more restrictive powers available to it such as refusing the application for the registration of any new player or contract, until the Club can demonstrate that it is complying with the business plan.

***Risk of Breach in ARP+2:** The general approach will usually be to request further information in order to gain comfort that the Club has the necessary plans in place to work towards compliance but the League reserves the right to utilise the more restrictive powers afforded to it if circumstances (for example, risk of breach is high and/or quantum of breach is material) deems this necessary. The League will reassess the Club's position continuously based on the updated results posted as part of the usual March submission process and any further information provided by the Club to the League from time to time.*

Clubs will note that this guidance sets out a general approach and that the League will need to determine each set of circumstances based on the merits (including where there is an identified risk of breaching in ARP, ARP+1 and/or ARP+2) whilst also ensuring that all Clubs are treated consistently. This may lead to the League diverging from its general approach where it is appropriate to do so and nothing in this guidance will affect the League's right to do so.

2.12 The CFRU shall submit copies of all P&S Calculations (after any adjustments performed by the CFRU, together with any reasons for those adjustments) and supporting documents to the CFRP within 10 days of receipt.

2.13 If the P&S Calculation results in a loss that exceeds the Upper Loss Threshold (calculated in accordance with Rule 3) then:

2.13.1 the Club shall be subject to a Player registration embargo such that The League shall have the right to refuse any application made by that Club to register any Player or any new contract of an existing Player with that Club;

2.13.2 the League may exercise its powers set out in Regulation 16.22; and

2.13.3 the Club shall be treated as being in breach of these Rules and accordingly the CFRU shall refer the breach to the CFRP in accordance with Appendix 6 of the Regulations.

2.14 Rule 2.12 may be applied to any Club whose P&S Calculation results in a loss exceeding the Upper Loss Threshold:

2.14.1 irrespective of the number of Seasons for which that Club constituted a Club (as defined in Regulation 1.1) during the period covered by its P&S Calculation; and

2.14.2 regardless of whether that Club constituted a Club (as defined in Regulation 1.1) on the final day of the Accounting Reference Period comprising T-1.

2.15 Where any fact(s) relevant to a Club's P&S Calculation for any three-year period (T-1, T-2, T-3) from time to time has not been brought to the attention of the League (whether intentionally or otherwise) that three-year period shall remain subject to Rules 2.12 and 2.13 as if it comprised T-1, T-2 and T-3 until such time as The League has discovered or could with reasonable diligence have discovered the relevant fact(s) in order to properly assess the Club's compliance with the applicable Profit and Sustainability Rules.

2.16 Without prejudice to any right of a Club to have a decision of the CFRU reviewed, under these Rules the CFRP shall have the right to conduct a review into any act (or failure to act) on the part of the CFRU in relation to the provisions of this Appendix 5, Part 1 and/or any other Financial Regulation including by way of example only and without limitation any:

2.16.1 adjustment to (or failure to adjust) the P&S Calculation;

2.16.2 finding;

2.16.3 determination; or

2.16.4 exercise of discretion,

(and for the purposes of Appendix 6, this power shall be referred to as a '**Call-in Review'**).

Guidance

The CFRU's review and conclusions regarding Championship Clubs' P&S Calculations and adjustments the CFRU elects to make or not make before provision of those adjusted calculations under Rule 2.12. However Call-in Reviews can be applied to any adjustment, finding, determination, decision or judgment the CFRU makes under this Part 1 of Appendix 5.

It is not envisaged that the CFRP will have visibility over every determination made by the CFRU. However, it will be informed of any player registration embargo (at the point of the decision and not at the date of any publication) and any decision to request a Business Plan from a Club.

3 Loss Thresholds

3.1 The Lower Loss Threshold and Upper Loss Threshold for each Club shall be calculated based on the aggregation of the Annual Lower Loss Thresholds and Annual Upper Loss Thresholds set out in the following table, by reference to the league of which the Club was a member in the Season covered by the applicable Accounting Reference Period:

	Annual Lower Loss Threshold	**Annual Upper Loss Threshold**
Premier League	Subject to Rule 3.2, £5 million	Subject to Rule 3.2, £35 million
The League	Subject to Rule 3.3, £5 million	Subject to Rule 3.3, £13 million

Guidance

By way of example a Club that was a member of The League in 2021/22, the Premier League in 2022/23 and The League in 2023/24, will have:

(a) a Lower Loss Threshold of £15m; and

(b) an Upper Loss Threshold of £61m (using the figures set out in Rule 3.1).

3.2 The Loss Thresholds for any Accounting Reference Periods relating to Seasons when Clubs were members of the Premier League shall be calculated on the basis of the three year aggregated figures set out in Premier League Rules E.49 to E.51 respectively (as amended, extended or replaced from time to time in accordance with the Rules of the Premier League) divided into three equal annual instalments.

3.3 Where there is an adjustment to the Premier League's Annual Lower Loss Threshold and/or Annual Upper Loss Threshold, as described in Rule 3.2, then The League's Annual Lower Loss Threshold and/or Annual Upper Loss Threshold for the equivalent period shall be adjusted by a percentage equal to the percentage change applied by the Premier League.

Guidance

By way of example, if for Season 2022/23 the Premier League introduce an Annual Lower Threshold of £6m and an Annual Upper Threshold of £36m then the Thresholds for The League in that Season will be £6m and £13.37m. For ease, threshold figures will be rounded up to the nearest £10,000.

4 **Duty of Disclosure**

4.1 The League may require a Club to provide such further information as The League deems necessary (acting reasonably) for the purposes of enabling The League to assess whether a Club has met (as applicable) or is likely to meet the P&S Rules or not. For the avoidance of doubt, these requests may be made at any time during the Season including prior to the submission of the P&S Calculation. By way of example, and without limitation, additional information may be requested where:

4.1.1 any submission is incomplete;

4.1.2 there are insufficient assumptions; or

4.1.3 additional evidence is required to support certain assumptions.

4.2 Any such request shall be made in writing (including by email to the Finance Director or equivalent) and shall be responded to in full within 10 Normal Working Days of any such request being made.

4.3 Without prejudice to the right of The League to refer any breach of the rules in this Appendix 5 to the CFRP in accordance with Appendix 6 of the Regulations, where any Club is in breach of any requirement

of these Rules relating to the provision of information, The League may refuse any application by that Club to register any Player or any new contract of an existing Player of that Club.

Guidance

Note that the embargo as described in P&S Rule 4.3 above maybe published on the Embargo Reporting Service in accordance with Regulation 18A.

4.4 Each Club shall, at all times and in all matters within the scope of these Rules, behave with the utmost good faith both towards The League and the other Clubs (provided always that only The League shall have the right to bring any action whatsoever for any alleged breach of this requirement). Without prejudice to the generality of the foregoing, Clubs shall not manage their affairs or submit information which is intended to seek to or take any unfair advantage in relation to the assessment of fulfilment (or non-fulfilment) of the requirements of the Rules.

5 Clubs Ceasing to be Members of the Championship

5.1 If a Club is promoted or relegated out of the Championship Division that Club shall, notwithstanding promotion or relegation, remain bound by these Rules as if it were still a Championship Club, until such time as it has complied with all of its obligations relating to its last Season as a Championship Club.

6 Review Applications

6.1 Where in these Rules there is any reference to The League making a determination, including by way of example and without limitation:

6.1.1 assessment of Secured Funding; and

6.1.2 determinations by The League in accordance with Rule 2,

the Club shall subject to the provisions of Appendix 6, Rules 6.2 and 6.3 have a right to have such decision reviewed by the CFRP in accordance with Appendix 6 of the Regulations (a '**Review Application**').

7 Confidentiality

7.1 Information provided by a Club to the CFRU in accordance with these Rules shall only be made available to such members of The League as are required to know such information in order to fulfil their duties to The League (and who are bound by obligations of confidentiality as part of their contract of employment).

7.2 Notwithstanding the provisions of Rule 7.1, the CFRU is expressly permitted to make available to the Premier League any and all information received by the League in relation to any Club that becomes a Promoted Championship Club, as set out in Regulation 87.

Annex 1 – Player Registration Schedule

1 In accordance with Rule 2.3.1 and Rule 2.4, each Club must submit a Player Registration Schedule to The League by 15 October and by 1 March in each Season.

2 Each Club shall, as a minimum, include the following information for each Relevant Player within the Player Registration Schedule:

2.1.1 name and date of birth;

2.1.2 start date of each Relevant Player's first contract with the Club;

2.1.3 whether the Club is claiming that the Player was at any time during the period covered by the P&S Calculation an Academy Player;

2.1.4 the start and end date of each Relevant Player's current contract;

2.1.5 all payments to the Player contained in Schedule 2 of the Standard Contract;

2.1.6 Acquiring Registration Costs;

2.1.7 accumulated amortisation brought forward and as at the end of the Accounting Reference Period;

2.1.8 expense/amortisation in the Accounting Reference Period;

2.1.9 impairment cost in the Accounting Reference Period;

2.1.10 disposals (cost and accumulated amortisation);

2.1.11 net book value (carrying amount);

2.1.12 profit/(loss) from disposal of Player's registration; and

2.1.13 sell-on rights (or similar), description and (if possible) quantification of any sell-on rights to a football club that formerly held the Player's registration, excluding training compensation and/or solidarity contributions.

3 The aggregate figures in the Player Registration Schedule to be submitted on 1 March must reconcile to the relevant figures in the balance sheet and profit and loss account in the Annual Accounts, Forecast Annual Accounts and Future Financial Information on a brought forward and carried forward basis. The Player Registration Schedule does not need to be disclosed within the Annual Accounts.

4 If a Club has restated Relevant Player accounting figures to meet the accounting requirements of this Annex 1, the Club must provide to The League such additional information as The League requires to enable The League to reconcile those figures to the Annual Accounts.

Annex 2 – Report Requirements in Relation to Player Registrations

1 **Acquisition**

1.1 Clubs must capitalise the costs of acquiring a Player's registration as an intangible asset and must apply certain minimum accounting requirements as follows:

1.1.1 The acquisition of a Player's registration must be first recognised in the Annual Accounts when all significant conditions for the registration of the Player have been satisfied, i.e. it is effectively unconditional, which means that there must be a legally binding agreement between the two clubs (or other arrangement as approved in accordance with Regulation 50.2) and between the acquiring club and the Player.

1.1.2 Only Acquiring Registration Costs can be capitalised. For accounting purposes, the carrying value of an individual Player must not be revalued upwards, even though Officials may believe market value is higher than carrying value. In addition, whilst it is acknowledged that a Club may be able to generate some value from the use and/or transfer of locally trained Players, for accounting purposes costs relating to a Club's own Academy must not be included in the balance sheet – as only the cost of Players purchased is to be capitalised.

1.1.3 All forms of consideration to and/or for the benefit of Players (such as sign-on fees) must be treated as employee benefits expenses and not costs of acquiring a Player's registration.

1.1.4 Finance costs arising in respect of borrowings are treated as finance costs and are not costs of acquiring a Player's registration even if the borrowings were obtained to help finance the acquisition of Player registrations.

1.1.5 Amortisation must begin when the Player's registration is acquired. Amortisation ceases when the asset is fully amortised or derecognised (i.e. the registration is considered as being permanently transferred to another Club or club or the Player is no longer registered with the relevant Club, whichever comes first).

1.1.6 In respect of each individual Player's registration, the depreciable amount must be allocated on a straight-line basis equally over its useful life down to zero. Clubs may not use non-zero residual values or expected value of future sale.

1.1.7 Capitalised Player values must be reviewed each year by Club Officials for impairment. If the recoverable amount for the captialised playing squad is lower than the carrying amount on the balance sheet, the carrying amount of the captialised playing squad must be adjusted to the recoverable amount and the adjustment charged to the profit and loss account as an impairment cost.

2 **Renewal**

2.1 If the period of a Player's contract with the Club is extended or renewed, then the intangible asset carrying value of the Player's registration (if any) plus any additional directly attributable contract negotiation costs (e.g. agent/intermediary fees) are to be amortised equally over the extended period of the Player's contract or over the remaining period of the original contract.

3 **Impairment**

3.1 In exceptional circumstances when it becomes clear by the end of the Accounting Reference Period that a Player will not be able to play again with the Club, for example if he suffers a career-threatening injury or he is permanently unable to play professional football, then the net book value of the Player's registration on the balance sheet must be fully impaired in that Accounting Reference Period. In this

regard, future wages of Players suffering from a career-threatening injury or he is permanently unable to play professional football must continue to be recognised as employee benefits expenses throughout the duration of the Player's contract.

Guidance

Where a Player has suffered a career-threatening injury but remains contracted to the Club via a Standard Contract, the Club may recognise the employee benefits expenses in accordance with the Standard Contract for the purpose of the P&S Rules even if the Club is required to make a provision for the full employee benefits expenses of the Standard Contract immediately due to it being deemed an onerous contract.

3.2 The following events do not represent a cause for recognising impairment loss:

3.2.1 a Player suffers an injury at any time during the period covered by the P&S Calculation and is temporarily unable to play professional football with the Club; or

3.2.2 a Player suffers a decline in fitness or ability and is not selected for participation in first-team matches.

4 Disposal

4.1 The profit/(loss) on:

4.1.1 the disposal of a Player's registration to another Club or club; or

4.1.2 the cancellation of the Player's registration prior to its expiry,

to be recognised in the profit and loss account is the difference between the disposal proceeds (net of any sales costs) and the residual carrying value of the Player's registration in the balance sheet as at the date of the transfer or cancellation.

4.2 Subject to paragraph 4.3, the disposal of a Player's registration must be recognised in the Club's financial statements when all significant conditions for the transfer or cancellation to take place have been satisfied, i.e. it is effectively unconditional, and the risks and rewards have been transferred.

4.3 If the Club is committed to permanently transfer the registration of a Player and the transfer occurs just after the Accounting Reference Period (e.g. during the relevant summer transfer window), then the net book value of the Player's registration on the balance sheet can be impaired if the disposal proceeds for the permanent transfer of the Player's registration to the new club is lower than his net book value. The accounting principle must be disclosed in the Annual Accounts and must be applied consistently from one Accounting Reference Period to another.

PART 2 – LEAGUE ONE SALARY COST MANAGEMENT PROTOCOL (SCMP) RULES

1 **Interpretation**

1.1 For the purposes of these Rules, the following words shall have the following meanings:

'**Agents Fees**' means, in respect of a Club, all costs and expenses which are payable or which have become due by that Club or any Associated Party to any:

(a) Agent / Intermediary appointed by the Club;

(b) Player's Agent / Intermediary; and/or

(c) a Player's Connected Party.

For the avoidance of doubt, payments made by the Club (or any Associated Party) or a Connected Party to an agent under the definition of Player Related Expenditure (see Appendix C) are not included within this definition.

Guidance

The closing paragraph is included solely to ensure that there is no double counting of any amounts payable to any Agent / Intermediary and/or Connected Party acting on behalf of or in relation to a Player.

Clubs are reminded that under FA Rules, payment of any service fee to an Agent must:

- *be made by the Club only, and must be fully recorded in the accounting records of the Club, pursuant to Regulation 7.15 of the FA Football Agent Regulations. For the avoidance of doubt this prohibits payment by an Associated Party of the Club; and*
- *be made directly to the Agent pursuant to Regulation 7.14a of the FA Football Agent Regulations. For the avoidance this prohibits payment to a Player's Connected Party; and*
- *be followed by submission of proof of payment to The Football Association within 7 days of the service fee being paid pursuant to Regulation 7.14b of the FA Football Agent Regulations.*

'**Allowable Equity Injection Income**' has the meaning given in Appendix B.

'**Allowable Income**' has the meaning given in Rule 2.2.

'**Connected Party**' means in relation to a Player:

(a) any close member of the Player's family;

(b) any Agent/intermediary or representative acting on their behalf;

(c) any legal entity in relation to which the Player or any persons falling within (a) and (b) of this definition is (i) beneficially entitled to 20% or more of the entire share capital of that body corporate; (ii) entitled to exercise or control the exercise of more than 20% of the voting power at any general meeting of that body corporate; or (iii) is entitled to 20% or more of the economic interests in that body corporate;

(d) any company, trust, partnership, or other body, organisation or mechanism established or operating directly or indirectly in whole or in part for the benefit of or in respect of the Player or any or all of the other categories of person referred to in this definition; and

any holding company, subsidiary or subsidiary of a holding company of a person identified in (c) above.

'**Established Player Basic Wage**' means, in respect of Season 2025/26:

(a) £3,400 per week;

and in respect of each subsequent Season, the amounts set out above adjusted for inflation based on any movements to the relevant Division's basic award payment year on year. The Established Player Basic Wage for each subsequent Season shall be notified to Clubs by no later than 1 June each year.

Guidance

'Basic Wage' for the purposes of these Rules shall mean a Player's minimum guaranteed weekly pay before receipt of any bonuses or other contingency payments.

For the avoidance of doubt, any Club considered to be making additional payments (whether directly or indirectly) to Players in excess of the Club average may be subject to The League's powers under Rule 12.7.

'**Established Under 21 Player**' means;

(a) a Player who has made 40 or more appearances in a first team fixture (either in the starting eleven or as a playing substitute) for the Club irrespective of division or competition;

(b) a Player who has made 40 or more appearances in a first team fixture (either in the starting eleven or as a playing substitute) for any Club (or club) in the following competitions:

(i) the Championship, League One and League Two divisions of The League Competition;

(ii) the EFL Cup Competition, the EFL Trophy Competition and/or the FA Cup Competition;

(iii) the Premier League's league competition;

(iv) any first team club competition organised by UEFA or any other confederation of FIFA; and/or

(v) any other equivalent professional domestic league to League One, League Two or the Championship Division of The League Competition or Premier League Competition or first team Cup competition organised by a national association sanctioned by or affiliated to UEFA and/or FIFA (by way of example but not limited to, Scottish Premiership, Scottish Championship, Scottish Cup, Ligue 1, Ligue 2, Serie A, Serie B, Coppa Italia, La Liga and Liga 2, Copa del Rey);

but excluding (insofar as it relates to the Club) any appearance in a first team fixture (either in the starting 11 or as a playing substitute) made for another Club (or club) whilst on a Temporary Loan Transfer in any lower division, the National League or below;

(c) a Player whose basic weekly wage is equal to or greater than the Established Player Basic Wage; and/or

any Under 21 Player registered with the Club as a Temporary Contract Player on a Temporary Loan Transfer or Emergency Goalkeeper Loan.

'**Gross Profit Basis**' means the total amount received after deducting any directly attributable costs (i.e. the actual receipts less the cost of purchases of materials and any directly attributable costs (e.g. labour) or where the function is outsourced, the actual amount received by the Club.

'**Individual Player Salary Costs**' shall, in respect of each Contract Player, Temporary Contract Player and Under 21 Player (including Established Under 21 Player), be all forms of consideration, remuneration,

wages and benefits attributable to and/or intended for the benefit of the Player (whether provided directly or indirectly), including by way of example and without limitation all costs as set out in Appendix C.

'**Matchday**' means a first team match of the Club's men's team.

'**Mid-Season SCMP Submission**' has the meaning given in Rule 4.4.

'**Net Profit Basis**' means the total amount received after deducting (i) any directly attributable costs (i.e. the actual receipts less the cost of purchases of materials and any directly attributable costs (e.g. labour) or where the function is outsourced, the actual amount received by the Club; and (ii) any operational costs associated with the delivery of the applicable function / service.

'**Non Established Under 21 player**' means an Under 21 Player who does not meet the criteria of an Established Under 21 Player.

'**Player Cost Period**' means the 12-month period starting 1 July each year and ending on the following 30 June.

'**Player Related Expenditure**' means the sum total of all the Individual Player Salary Costs set out in Appendix C.

'**Player Trading Income**' has the meaning given in Appendix A.

'**Pre-Season SCMP Submission**' means the SCMP Submission to be provided to The League by the Pre-Season Submission date.

'**Pre-Season Submission Date**' means:

(a) 16 June in each year

or the next working day if the date stated is not a Normal Working Day.

'**Relevant Transfer Period**' means the period of time commencing on 1 May in the immediately preceding Reporting Period and ending on 30 April in the current Reporting Period or, for transfers entered into prior to 6 May 2022, the same start and end dates as the Reporting Period for the SCMP Submission.

'**Relevant Turnover**' is defined in Paragraph 1 of Appendix A;

'**Relevant Turnover Percentage**' means:

(a) For League One Clubs - 60%.

(b) For former Championship Clubs – 75% for its first Season in League One only.

'**Reporting Period**' means (subject to Rule 3) the 12-month period recorded in the Club's Annual Accounts.

Guidance

For those Clubs with a financial year ending in the period May, June or July in any year the Reporting Period for the 20xx/yy Season is the 12-month period ending May, June or July 20yy. For those Clubs with a financial year ending at any other time, the provisions of Rule 3 will apply.

'**SCMP Period**' covers the period most relevant to the SCMP Requirement and means the period starting on 1 May prior to the date of submission and ending on the later of the last date of the Player Cost Period or the last date of the Reporting Period.

'**Temporary Contract Players**' means all Players who are registered with the Club on an:

(a) Emergency Goalkeeper Loan;

(b) Standard Loan;

(c) Multiplicity Contract;

(d) Monthly Contract;

(e) Monthly Extension Contract; and

(f) Non-Contract basis.

'**Transfer Amounts**' means any Compensation Fee, Transfer Fee and/or Loan Fee.

'**Transfer Expenditure**' means any monies which are contracted to be paid to other Clubs (and/or clubs) by way of Transfer Amounts during the Relevant Transfer Period.

'**Transfer Income**' means any monies which are contracted to be received by the Club from other Clubs (or clubs) or Financial Institution by way of Transfer Amounts during the Relevant Transfer Period. Clubs must actually receive the monies in order to meet the definition of Transfer Income.

'**Under 21 Player**' means a Player under the age of 21 as at the 1 January in the year in which the Season concerned commences (e.g. for Season 2025/26, born on or after 1 January 2004) but excluding any Player registered in accordance with the Youth Development Rules.

1.2 Any other defined terms used in these Rules shall have the meaning given in Section 1 of the Regulations (unless stated otherwise). In the event of a conflict between the defined terms used in these Rules and any defined terms in Section 1 of the Regulations, for the purposes of these Rules, the defined terms of these Rules will prevail.

1.3 References in these Rules to The League shall mean both The League and The League acting via the Club Financial Reporting Unit (CFRU), as appropriate.

1.4 Each Club shall, at all times and in all matters within the scope of these Rules, behave with the utmost good faith both towards The League and the other Clubs (provided always that only The League shall have the right to bring any action whatsoever for any alleged breach of this requirement). Without prejudice to the generality of the foregoing, Clubs shall not manage their affairs or submit a SCMP Submission which is intended to seek to or does take any unfair advantage in relation to the assessment of fulfilment (or non-fulfilment) of the SCMP Requirement.

Guidance

The duty of good faith in these Rules includes, but is not limited to, the requirement for Clubs to disclose in a clear and accessible manner all material facts, documents and information which could influence The League's assessment of the SCMP Submissions.

1.5 All Clubs must comply with these Rules and in-doing so co-operate with The League for the fulfilment of the shared objectives, including (but not limited to) promoting fair competition and ensuring financial sustainability.

1.6 The League shall have the right, at any time, to change the name of these Rules without requiring a vote of the relevant Clubs.

2 **SCMP Requirement**

2.1 All League One Clubs (hereafter Clubs or Club) are required to meet the SCMP Requirement for each SCMP Period.

2.2 The '**SCMP Requirement**' is a measure whereby the sum of a Club's:

2.2.1 Agents Fees; plus

2.2.2 Player Related Expenditure; less

2.2.3 Non-Established Under 21 Player Expenditure

for the Player Cost Period, must not exceed the aggregate sum of:

2.2.4 100% of the Club's Player Trading Income in the Relevant Transfer Period, plus

2.2.5 The Club's Allowable Equity Injection Income for the Reporting Period, plus

2.2.6 The Club's Relevant Turnover multiplied by the Relevant Turnover Percentage.

(together the '**Allowable Income**').

2.3 All Under 21 Players must be disclosed in the submission.

2.4 Under 21 Players who are registered on a Temporary Loan Transfer (including an Emergency Goalkeeper Loan) at the Club will have their cost included in the assessment of Player Related Expenditure for the purposes of the SCMP Requirement.

2.5 Those Under 21 Players that meet the definition of Established Under 21 Player will be included within the Club's total Player Related Expenditure for the purposes Rule 2.2.2 of the SCMP Requirement.

2.6 The Individual Player Salary Costs of a Non-Established Under 21 Player registered with the Club are to be included in the Club's total Player Related Expenditure for the purposes of Rule 2.2.2 but shall subsequently be deducted in accordance with Rule 2.2.3 for the purposes of assessing whether that Club has complied with the SCMP Requirement. However, the Individual Player Salary Costs for Non-Established Under 21 Players must be separately reported in the Player Related Expenditure worksheet of any SCMP Submission.

2.7 An Under 21 Player will become an Established Under 21 Player for the purposes of the SCMP Requirement with immediate effect upon either:

2.7.1 making their 40th appearance in a first team fixture as stipulated by the definition of Established Under 21 Player; and/or

2.7.2 the Player's weekly wage becomes equal to or greater than the Established Player Basic Wage.

In accordance with Rule 8.2, Clubs must notify The League upon the happening of either of the events listed at 2.7.1 or 2.7.2, whichever is the sooner.

2.8 Measurement of a Club's compliance with the SCMP Requirement is based on the submission by the Club of the Pre-Season SCMP Submission and Mid-Season SCMP Submission (together the SCMP Submissions) and subsequent monitoring and real time adjustment (if any) by The League throughout the Season as more particularly set out herein.

2.9 These Rules are to be read in conjunction with any SCMP worked examples document as produced and updated by The League from time to time.

3 **Variations from 'Standard' Reporting Periods**

3.1 Clubs may not adjust Reporting Periods for current or subsequent Seasons without the prior written consent of The League, such consent not to be unreasonably withheld.

3.2 If any Club has a financial year ending other than during the period May, June or July, then that Club must prepare its SCMP Submissions for a 12-month period ending on 30 June so as to provide The League with a SCMP Submission aligned to the Player Cost Period.

3.3 If any Club has a Reporting Period that is not a 12-month period, then that Club must prepare its SCMP submissions for a 12-month period ending on 30 June so as to provide The League with a SCMP Submission aligned to the Player Period.

3.4 If any Club has a financial year end other than in June, then that Club may opt to prepare its SCMP Submission for a 12-month period ending June so as to provide The League with an SCMP Submission aligned to the Player Cost Period.

4 **SCMP Submissions**

4.1 Each Club must, by the Pre-Season Submission Date, submit its Pre-Season SCMP Submission for the current SCMP Period.

4.2 The Pre-Season SCMP Submission will be in the form of an electronic submission setting out the information required therein (and including the requirements set out in Rule 5 below) and will be in such format as The League may reasonably prescribe from time to time. It shall also include comparative information for the two Reporting Periods prior.

4.3 For the avoidance of doubt, the Pre-Season SCMP Submission must be supplied by any Club which will be participating in League One and must contain all relevant information relating to the prior two seasons even if that Club was:

4.3.1 a Championship Club relegated into League One (Former Championship Club);

4.3.2 a member of any other League or division in the prior Season.

4.4 By 1 December each year, each Club in League One must submit its Mid-Season SCMP Submission for the current SCMP Period. The Mid-Season SCMP Submission will be in the form of an electronic submission setting out the information required therein (and including the requirements set out in Rule 6 below) and will be in such format as The League may prescribe from time to time.

4.5 The SCMP Submission must relate to the Club or if applicable and agreed with The League, the Group, or part of the Group of which the Club is a member (including any Group Undertaking).

Guidance

Group has the meaning given in the Regulations, which is a parent undertaking and its subsidiary undertakings (pursuant to s. 474(1) of the Companies Act 2006).

Group undertaking has the meaning given in the Regulations, which is in relation to an undertaking, an undertaking which is (a) a parent undertaking or subsidiary undertaking of that undertaking, or (b) a subsidiary undertaking of any parent undertaking of that undertaking (pursuant to s. 1161(5) of the Companies Act 2006).

4.6 The League will review each Club's SCMP submission, removing or adjusting any amounts not evidenced or supported by satisfactory explanations and/or assumptions. The Club shall have the opportunity to provide an explanation for its treatment before any proposed adjustments.

4.7 The League will in due course consider the Annual Accounts for the Reporting Period in respect of which the SCMP Submissions are made in order to examine whether any material variances indicate that the SCMP Submissions were not prepared accurately in accordance with these Rules. Where The League identifies any material variances it may take any of the steps set out in Rule 9.

5 **Completion of the Pre-Season SCMP Submission**

5.1 All sections within the Pre-Season SCMP Submission must be completed prior to submission to The League.

5.2 Key assumptions are to be detailed within the designated areas of the workbook to support the estimated figures throughout the submission.

5.3 The SCMP Submission must also include a reconciliation between Relevant Turnover (including the various costs deducted), Allowable Equity Injection Income, Player Trading Income and:

5.3.1 reported turnover in the corresponding Club Annual Accounts for the Reporting Period two years prior; and

5.3.2 internal management accounts (which must be supplied) for the prior Reporting Period.

5.4 When completing the Player Related Expenditure areas of the SCMP submission completion of all Player sections is to be on a Player by Player basis and be the Club's current best estimate of Individual Player Salary Costs as set out in Appendix C that have been and/or will have to be paid during the Player Cost Period.

6 **Completion of the Mid-Season SCMP Submission**

6.1 All of the worksheets within the Mid-Season SCMP Submission must:

6.1.1 be completed prior to submission to The League; and

6.1.2 include any and all adjustments necessary to ensure the Club complies with the SCMP Requirement.

6.2 Any material variances from the Pre-Season SCMP Submission are to be detailed in the assumptions section of the Relevant Turnover worksheet.

6.3 When completing the Player Related Expenditure worksheet for the Mid-Season SCMP Submission, the Club is required to update the Player Related Expenditure worksheet for any changes in assumptions, Player movements, including (but not limited to) any new, terminated and/or re-negotiated contracts since the preparation of the Pre-Season SCMP Submission.

7 **On-going Monitoring**

7.1 Each Club is responsible for keeping their SCMP Submission updated at all times and (without prejudice to Rule 9 below) reporting any variances to Allowable Income and/or Player Related Expenditure to The League.

7.2 If, as part of any ongoing monitoring in accordance with these Rules, The League requires further information from the Club, the provisions of Rule 12.1 and 12.2 shall apply.

7.3 The League will also monitor and update the calculation for any Player registrations made by Clubs and has the right to refuse any such registrations pursuant to Rule 9.4.

7.4 Where The League believes it may appropriate to re-categorise any Relevant Turnover included in the SCMP Submission, it will inform the Club and provide an explanation as to the reason for the proposed re-categorisation. The Club shall have the opportunity to provide an explanation for its treatment of the applicable Relevant Turnover, following which The League shall make a determination as to how such Relevant Turnover should be reflected in the SCMP Submission and shall inform the Club accordingly.

7.5 Where in these Rules there is any reference to The League making any decision, adjustment, determination or otherwise exercising its discretion the Club shall, subject to the provisions of Appendix 6 Rules 6.2 and 6.3, have a right to have such determination reviewed by the CFRP in accordance with Appendix 6 of the Regulations.

8 **Notifiable Events**

8.1 Where:

8.1.1 the Player Related Expenditure of a Club exceeds, or is likely to exceed (having regard to all the circumstances), 95% of the maximum amount of Player Related Expenditure permitted under Rule 2.2 ('**Additional Reporting Threshold**'); and /or

8.1.2 any Club fails, or is likely to fail (having regard to all the circumstances), to meet the SCMP Requirement,

8.2 In accordance with Rule 2.7, a Club must notify The League within five Normal Working Days of an Under 21 Player making their 40th appearance in a first team fixture or the Player's weekly wage becoming equal to or greater than the Established Player Basic Wage, whichever is sooner.

8.3 Where The League determines, in its reasonable opinion and having considered any information provided to it by a Club and/or any information available to it, including without limitation information provided under any other Regulation, that the Club may be subject to an obligation to notify under Rule 8.1 and the Club itself has not so notified, The League may serve notice on the Club to that effect in writing (by email). Nothing in this Rule 8.3 discharges the Club of any obligation under Rule 8.1.

8.4 Where:

8.4.1 the Club serves Notification; and/or

8.4.2 the Club fails to serve notice under Rule 8.2

8.4.3 The League serves notice under Rule 8.3,

the provisions of Rules 9 and/or 10 (as applicable) apply.

9 **Consequences of Notification / Other Failure to Comply**

9.1 A Club which:

9.1.1 does not file any SCMP Submission by the required date;

9.1.2 does not provide information where requested to do so by The League; and/or

9.1.3 The League considers, acting reasonably, is forecast to fail to fulfil or meet the SCMP Requirement,

shall be subject to a Player registration embargo (the '**Embargo**') such that The League may refuse any application made by that Club to register any Player or any new contract of an existing Player with that Club.

9.2 The Embargo will be effective:

9.2.1 in the case of a Club which is in default of any obligation to provide information in accordance with these Rules, from the date of default until such time as the default is remedied to the satisfaction of The League, acting reasonably; and

9.2.2 in the case of a Club which fails to fulfil the SCMP Requirement, until:

(a) The League has been provided with the necessary information in order to be satisfied that the Club is no longer in breach of the SCMP Requirement; or

(b) the end of the relevant Season,

9.2.3 whichever is earlier.

9.3 If the required information remains not received, any Embargo applied under Rule 9.1 may be published on the Embargo Reporting Service in accordance with Regulation 18A two working days after the initial Embargo is communicated to the Club.

9.4 For the avoidance of doubt, where the registration of any Player(s) will in the opinion of The League, acting reasonably, result in a Club failing to meet the SCMP Requirement, such registrations will be refused.

Guidance

In the scenario where a Club appears to be in breach of the SCMP Requirement or will be in breach following a proposed new registration in the interim period between the date of the Pre-Season SCMP Submission and the start of the Reporting Period:

AND

That breach is a result of the Club waiting to provide Allowable Equity Injection Income within the correct Reporting Period.

THEN

The League will not place the Club under an Embargo or publish such an Embargo on the Embargo Reporting Service. Instead it will withhold approval for any incoming registration until the point at which Allowable Equity Injection Income has been provided in the correct Reporting Period. Should the Allowable Equity Injection Income be provided prior to the start the Reporting Period, the registration will only be approved, for the purpose of these Rules, if the Club is able to demonstrate the Allowable Equity Injection Income has not or will not be used for any purpose by the Club until the start of the Reporting Period.

9.5 If The League identifies a breach of the SCMP Requirement in any Reporting Period, that Club may be subject to a Compliance Matter which shall be referred to the Club Financial Review Panel as per the rules set out in Appendix 6 of the Regulations.

Guidance

Upon identification of a potential breach (actual or prospective) of the SCMP Requirement, The League will investigate the circumstances and ask questions or request documentation from the Club.

In the event of a potential breach of the SCMP Requirement in a previous Reporting Period, if the Club is not able to demonstrate clearly that there was no breach, the issue will be referred to the Club Financial Review Panel as a Compliance Matter in accordance with the rules as set out in Appendix 6 of the Regulations.

In the event of a potential breach of the SCMP Requirement in the current Reporting Period, The League may provide additional opportunity to the Club to rectify the breach through evidencing or earning additional Relevant Turnover, Allowable Equity Injection Income or a reduction in Player Related Expenditure. During this period the Club will remain under Embargo and the provisions of Rules 9.1 to 9.4 and Rules 11.1 to 11.5 will apply.

9.6 It is expressly acknowledged and agreed by each Club that any decision, determination or discretion exercised under, or in connection with, these Rules by The League, the CFRP and/or any Disciplinary Commission convened pursuant to Regulation 85 may adopt a purposive approach to any issue of interpretation to ensure that, in each case, it achieves and is consistent with the aims and objectives of these Rules.

10 **Clubs Subject to the Additional Reporting Threshold**

10.1 If a Club becomes aware, or if a Club is informed by The League, that the sum of the Player Related Expenditure of that Club exceeds, or is likely to exceed (having regard to all the circumstances including for the avoidance of doubt the Player Related Expenditure in respect of any Proposed Registration (as defined below)) the Additional Reporting Threshold, then that Club will be subject to the requirements of this Rule 10 (a '**Threshold Club**').

10.2 Any Threshold Club that wishes to register a new Player (each a '**Proposed Registration**') must prior to the lodging of the Proposed Registration, submit a duly completed Self Certification on Club letterhead

(in accordance with Appendix D). This should be signed by a statutory Director and/or majority owner of the Club.

10.3 Where any Proposed Registration will, in the opinion of The League, acting reasonably, result in the Club failing to meet the SCMP Requirement, that Proposed Registration will be refused.

11 **Continual Default**

11.1 Where a Club's Pre-Season SCMP Submission indicates that the Club will fail to comply with the SCMP Requirement, that Club shall be subject to an Embargo with immediate effect.

11.2 Notwithstanding the provisions of Rule 9, any Embargo imposed pursuant to Rule 11.1 shall remain in place until such time as the Club can demonstrate that it complies with the SCMP Requirement.

11.3 If a Club is forecasting to be non-compliant immediately following the closure of the Summer Transfer Window then the Club will remain under Embargo and The League shall have the following powers insofar as The League considers necessary in order to achieve compliance by the end of the relevant Season:

11.3.1 to require the Club to submit, agree and adhere to a budget which shall include, but not be limited to, Transfer Fees, Compensation Fees, Loan Fees or subsequent payments which become due under the terms of any transfer, players' remuneration and fees payable to any Intermediary;

11.3.2 to require the Club to provide such further information as The League shall determine and for such period as it shall determine;

11.3.3 to refuse any application by that Club to register any Player or any new contract of an existing Player of that Club.

11.4 If a Club is non-complaint on 1 February or on any date thereafter in the relevant Season, the Club will remain subject to Rule 11.1 and shall be referred to the CFRP as a Compliance Matter (as defined in Appendix 6 of the Regulations).

11.5 Any Club promoted or relegated out of The League shall, notwithstanding promotion or relegation, remain bound by the provisions of this Rule 11, until such time as it has complied with the obligations relating to its last Season as a Club.

12 **Duty of Disclosure & Anti-Avoidance**

12.1 The League may at any time require a Club to provide such further information as The League deems necessary (acting reasonably) for the purposes of enabling The League to assess whether a Club has fulfilled (or not) the SCMP Requirement. By way of example, and without limitation, additional information may be requested where:

12.1.1 any SCMP Submission is incomplete;

12.1.2 there are insufficient assumptions; or

12.1.3 additional evidence is required to support certain assumptions.

12.2 Any such request shall be made in writing (including by email from The League) and shall be responded to in full within five Normal Working Days (or longer if so stated by The League at the time of the request) of any such request being made. Any failure to respond within the permitted time shall give The League the right to exercise the powers set out in Rule 9.1.

12.3 Clubs and their Officials must not, and must procure that any Group Undertaking, other entity in the Club Group and/or any Associated Party does not negotiate, procure or otherwise arrange any form of commercial agreement, arrangement or transaction (including but not limited to individual

endorsement agreements) between Players and commercial partner (including but not limited to official kit or brand suppliers, or equivalent) of the Club.

12.4 In the event that Clubs are aware that a Player or a Connected Party has entered into any form of commercial agreement with a commercial partner of the Club, any Group Undertaking and/or Associated Party of the Club, the Club shall notify The League and provide (and procure that the Player provides) all relevant information that The League reasonably requests. The League shall, acting in its sole discretion, determine if any of the payments received in connection with the agreement between the Player and the commercial partner shall be deemed to be (or to replace or supplement in any way) income or expenditure for the purposes of the SCMP Submissions.

12.5 Clubs must on request by The League provide to The League any information relevant to any commercial agreements, including (but not limited to) all parties with an interest in the agreement, funding arrangements and any rights being granted to any party to the agreement or any third party.

Guidance

For example, where there are separate contracts with the same commercial partner for sponsorship income and unrelated costs, meaning the costs are not directly attributed to income and are not therefore caught directly under net profit, The League will still require such costs to be disclosed to ensure they should not be included as a cost within the Club's Relevant Turnover.

12.6 If pursuant to any provision of these Rules The League determines that any payments under a commercial agreement should be deemed to be (or to replace or supplement) income or expenditure for the purposes of the SCMP Submission, the Club shall be required to revise its SCMP Submission to exclude the relevant amounts within five days of receiving an instruction of The League to do so.

12.7 If upon reviewing an SCMP Submission or any information available to The League, acting reasonably, determines that a Club (or any Person or entity within the Club Group or any Group Undertaking) has entered into an agreement (including but not limited to any commercial or player related agreement), arrangement or transaction of which its main purpose or effect is to recharacterise the amounts earned from or paid under that agreement, arrangement or transaction such that it misrepresents and/or artificially benefits the Club's SCMP Submission, The League shall have the power to:

12.7.1 disapply in full or in part the amounts associated with the agreement, arrangement or transaction in question;

12.7.2 monitor and review the Club's arrangements to ensure it is recording its Relevant Turnover, Player Trading Income, Allowable Equity Injection Income and Player Related Expenditure for the purposes of its SCMP Submission in a way that is consistent with the intention of these Rules; and/or

12.7.3 take any other disciplinary action as detailed elsewhere in these Rules or the Regulations.

12.8 To ensure the proper observance and enforcement of these Rules and without prejudice to the provisions of Regulation 3.4, each Club agrees during the operation of these Rules to notify The League in writing of:

12.8.1 any potential or actual loopholes, lacunae or errors in these Rules;

12.8.2 any non-compliance with these Rules by any Club of which the Club or their employees or agents become aware; and

12.8.3 any suspicions or complaints that they, their staff or employees may have concerning the observance by the Club or any other Club of these Rules. The Club shall keep such suspicions or complaints confidential (save for notifying The League) and shall not announce or leak them (even on a "no-names" or anonymous basis) to the media, public or another Club.

12.9 Each Club who is subject to these Rules must not assist, encourage, aid, abet, cover up, or have any other type of complicity in any non-compliance by any other Club of any of these Rules. A Club who fails to comply with this Rule shall be deemed to have committed misconduct.

13 **Confidentiality**

13.1 Information provided by a Club to The League in accordance with these Rules shall only be made available to such members of The League as are required to know such information in order to fulfil their duties to The League (and who are bound by obligations of confidentiality as part of their contract of employment) and shall not be disclosed to the Board in any manner so as to enable Clubs to be identified provided always that:

13.1.1 generic management reporting to the Board and Clubs is permitted; and

13.1.2 The League shall be entitled to publish reports of any decisions relating to any breaches.

13.2 Information provided in accordance with these Rules will also be used to produce benchmarking reports to be provided to Clubs within the relevant division. These reports shall be 'anonymised' via the removal of any Club names and issued at the discretion of The League.

APPENDIX A – RELEVANT TURNOVER AND PLAYER TRADING INCOME

1 Relevant Turnover

Relevant Turnover can be summarised as shown below, with explanatory notes to explain the various treatments of different sources of income (save for certain exceptions, also noted where applicable). Unless stated otherwise, all Relevant Turnover must be included in accordance with UK generally accepted accounting principles as to be applied by the Club in the preparation of its annual accounts (at the time of the introduction of these Rules, i.e. IFRS FRS 102).

All Relevant Turnover should be presented in line with the Club's Accounting Reference Period unless otherwise agreed with The League.

Amounts should be shown net of attributable VAT.

1.1 League Distributions:

1.1.1 all League distributions, including basic award payments and facility fees for TV and Radio. TV facility fees must be included as and when they are announced.

1.1.2 balancing basic awards can be included but only in the Reporting Period of cash receipt and once formally confirmed by The League.

1.1.3 any claw backs in relation to Club distributions do not need to be deducted for the purposes of the calculation.

1.1.4 include all parachute income receivable from The League for the relevant Reporting Period (save where it relates to receivables that have been forward financed, as provided for below).

1.1.5 include any prize / participation income received for the Clubs involvement in the relevant League competition (i.e. League One or League Two).

1.1.6 EFL Cup and EFL Trophy Distributions –any EFL Cup or EFL Trophy prize money, participation and facility fees can be included on an actual basis. Budgets should assume the Club does not progress past Round 1 of any competition. This figure can be updated as and when additional monies are announced by The League or when the progress is achieved by the Club.

1.1.7 include any distributions made to the Club from The League or EFL Digital as a result of any digital products such as streaming, websites, YouTube and/or Fantasy Football.

Guidance

For the avoidance of doubt, goods distributed by The League as part of any barter deal are not to be included in SCMP Submission.

1.2 Premier League Distributions:

1.2.1 Include Premier League Solidarity and Parachute payments relating to the Reporting Period which have been received in cash (i.e. not to include where it relates to receivables that have been forward financed, as provided for below).

1.2.2 Balancing awards can be included but only in the Reporting Period of receipt and once formally confirmed by the Premier League.

1.2.3 Any claw backs in relation to Club distributions can be ignored for the purposes of the calculation.

1.3 Matchday Revenue, League Gate Receipts – actual receipts before deduction of match day expenditure and any levies for the Season in the Reporting Period (for the avoidance of doubt, this will include Play-Off fixtures).

1.4 Matchday Revenue, Cup Gate Receipts – both the home club and the away Club must declare actual receipts net of any costs, expenses and/or other match day expenditure (i.e. the actual cash received).

The Pre-Season SCMP Submission must assume the Club does not progress past Round 1 of any competition. This can be updated in real time as the Season progresses and gate receipts from Cup fixtures after Round 1 can be included as and when achieved.

Guidance

For EFL Cup fixtures, each Club's receipt should match the 45% share payable to the away Club.

For the avoidance of doubt, this category includes FA Cup, EFL Cup and EFL Trophy receipts.

1.5 Matchday Revenue, Friendlies Gate Receipts – the Club should declare actual receipts net of direct match day costs.

1.6 Matchday Revenue, Administrative Income – to include income on any booking fees and supporter travel services.

1.7 Matchday Streaming Income (Club generated products) – to include any income from the digital streaming broadcast of matches.

1.8 The following income must be included in the SCMP Calculation on a **Gross Profit Basis**:

1.8.1 Matchday Hospitality – all matchday hospitality as provided on matchdays only.

Guidance

Examples of Matchday Hospitality include (without limitation) executive boxes and corporate lounges.

1.8.2 Commercial - the supply of commercial activities, including but not limited to advertising (including all in-stadium advertising), memberships and fan experiences.

1.8.3 Sponsorship – to include for example (but not limited to) all kit sponsorship (all areas, i.e. front of shirt, sleeve, collar, shorts, training kit and others), all stadium sponsorship (naming rights, seating, bar areas and others), training ground sponsorship and other Club partnerships.

Guidance

Where agreements relate to multiple Seasons these should be recorded as shown in the profit and loss account. For example, a Club agrees a sponsorship agreement covering three Season's at £1.0m per Season but the total £3.0m cash receipts are received in Season one. The SCMP calculation should include £1.0m income for each of Seasons one to three to reflect the value of the services each Season as opposed to £3.0m in Season one and nil in Seasons two and three under a receipts basis.

Where a Club enters into a contra deal with a sponsor or commercial partner (e.g. perimeter advertising in exchange for the provision of motor vehicles to a Club) then The League may at its discretion request an independent third party valuation attaching to the supply being provided to the Club, this amount can be incorporated in Relevant Turnover (e.g. within Sponsorship income).

1.8.4 Matchday Programmes

1.8.5 Club Shop Merchandise – include both physical and online stores.

1.8.6 Club Lottery

1.8.7 Matchday Club Catering

1.8.8 Matchday Stadium Revenue Income generated through utilisation of the Stadium and facilities on a matchday (including, but not limited to, car parks, hotels, external catering providers).

Guidance

Clubs should be able to demonstrate to The League the level of directly attributable costs for each of the categories above through the provision of breakdowns and/or reconciliation to management accounts.

1.8.9 Other broadcast revenue – to include income derived from, for example (but not limited to) Club-operated broadcast channels (such as official Club YouTube channels and/or Radio and/or TV Channels) and official Club social media channels and/or Club films/series/documentaries.

1.9 The following income must be included in the SCMP Submission on a **Net Profit Basis**:

1.9.1 Non-Matchday Stadium Revenue – other income deriving from the utilisation of the Stadium shall be assessed on a case by case basis. This will include (but shall not be limited to) any event for which the Stadium site can be utilised, such as concerts, conferences and events, pitch hire, non-matchday hospitality, on-site accommodation (i.e. stadium hotels), groundshare agreements, leisure activities and charitable events. It shall also include the use of associated facilities, such as car parking.

1.9.2 Non-Matchday Asset Revenue – income derived from the use of facilities and/or assets owned or operated by the Club other than for their principle purpose by the Club, such as (but not limited to) training facilities, the Club's Academy, other offices (where separate from the Stadium), leisure facilities and/or hotels owned or operated by the Club.

1.10 Associated Party Commercial and Sponsorship Income – to be included on a cash receipt basis relevant to the rights provided in the Reporting Period only (i.e. if an Associated Party commercial agreement is for three years, only the cash to be received in the course of the Reporting Period and relevant to the rights provided within that same Reporting Period can be included). For the avoidance of doubt, this will include sponsorship income from an Associated Party.

Guidance

For the avoidance of doubt, 'Associated Party' in these Rules has the meaning given in Section 1 of the Regulations.

Example 1: If a Club has a sponsorship agreement with an Associated Party totalling £3.0m for the Season but are only due to receive cash receipts of £1.0m during the relevant Season, then only £1.0m can be included within the SCMP calculation at that point in time.

Example 2: If a Club has a sponsorship agreement with an Associated Party totalling £3.0m for three years but receives the full £3.0m in year one, only £1.0m can be included within the SCMP Calculation in the relevant Reporting Period, with the remaining £2.0m to also be split equally across the following two Seasons.

If the funds have not been received by the end of the Reporting Period and removal of the income results in a breach of the SCMP Requirement, the matter will be referred to the Club Financial Review Panel in accordance with rules as set out in Appendix 6 of the Regulations.

Clubs should note that Fair Value Assessment of sponsorship agreements are carried out in other divisions and by other Leagues. Clubs should acknowledge this as part of any future considerations. Nothing in these Rules, or in this guidance, constitutes a waiver by The League or any other League to conduct a Fair Value Assessment.

1.11 Football Association Distributions – Include any FA Cup prize money, commercial payments, facility fees and/or other Football Association distributions to Clubs on an actual basis. Budgets should assume the Club does not progress past Round 1 of any competition.

1.12 Third Party Donations – Donations from independently run lotteries, PFA contributions for Private Medical Insurance (provided the relevant cost has been included within the Club's Player Related Expenditure) and small gifts from third party benefactors are allowable.

1.13 Insurance Receipts – compensation or insurance receipts due to cancelled fixtures can be included (as a replacement for the ticket monies for the relevant fixture(s)), such receipts are to be included on a cash

receipt basis. Other insurance / compensation received can be included where the Club can demonstrate to The League that such receipt effectively replaces another allowable Relevant Turnover or is in compensation for Player Related Expenditure incurred by the Club in the Relevant Period.

Guidance

Where an insurance claim straddles more than one Reporting Period, a Club can apply to The League for receipts to be included in one of those Reporting Periods. Any such application shall be assessed and determined by The League, acting reasonably, on a case by case basis.

1.14 Women's Team Revenues – all revenue attributable to a Club's Women's team and operations shall be excluded. Where income relates to both the Men's first team and the Women's team, the relevant agreement should reference the amount allocated to each. Where the agreement does not reference such an allocation, The League shall apply its own allocation to the income.

1.15 Other Football Income – To be assessed on a case by case basis. For example, any new income streams not covered by the other categories included herein. Such income streams must be brought to the attention of The League and the treatment of such shall be agreed upon prior to the conclusion of the SCMP Calculation.

1.16 Forward Financing:

1.16.1 Distributions - If Premier League Distributions which are relevant to the Reporting Period (a Parachute Payment for example) have been received by the Club in Cash in a prior Reporting Period as a result of 'forward financing'', the amounts received in the earlier period may not be included in the calculation of Relevant Turnover.

Guidance:

If a Club is relegated from the Premier League at the end of Season;

Competes in the Championship is Season 2024/25 but is relegated to League One at the end of that Season; and

Forward finances 100% of its Year 1 Parachute Payment from the Premier League and 70% of its Year 2 Parachute Payment, receiving those amounts during Season 2025/26

IT FOLLOWS THAT

The Club will only be able to include 30% of the Year 2 Parachute Payment within the calculation for Relevant Turnover for Season 2026/27, its first in League One.

1.16.2 Season Ticket Revenue - Where Season tickets are sold covering more than one Season, income should be declared pro-rata for the relevant Season.

Guidance

If a Club sells Season tickets covering two seasons, only 50% of the total income from a season ticket sale should be included in the applicable Season's calculation. The remaining 50% will be included in the following Seasons calculation.

If a Club sells season tickets in Season for the following Season, those sales should be included in the following Seasons calculation (i.e. the Season in which the supporter gets the benefit of the season ticket, not the one in which they made the advanced payment).

1.16.3 Any other income referred to in paragraphs 1.3 to 1.16 of Appendix A which is (or is to be) forward financed by the Club should be notified to The League as soon as possible and will be assessed on a case by case basis. The League's default position will be that the income in relation to these revenue streams should be recognised in accordance with generally accepted accounting principles.

1.17 Other notes:

1.17.1 No loan funding, from whatever source and on whatever terms, should be included in Relevant Turnover.

1.17.2 Any income generated by the operation of Non-Matchday Assets outside of standard football facilities (including but not limited to those listed at paragraph 1.9.2) by any Group or Group Undertaking can be assessed on a case by case basis by The League.

1.17.3 Income of (including grants provided to) a Club's Community Organisation must not be included in the Club's calculation of Relevant Turnover.

1.17.4 Bad debts should be netted off against the Relevant Turnover line in the period in which any bad debt provision is made.

1.17.5 Management charges received from any Group companies (including Group Undertakings) should be excluded from income in the year in which the charges are levied.

1.17.6 R&D Tax credits result in different cashflow outcomes for Clubs depending on their tax position. For the avoidance of doubt, from Season 2025/26 onwards, R&D tax credits cannot be included within the Club's calculation of Relevant Turnover

1.17.7 Any income related to the Club's academy or youth teams cannot be included within the Club's calculation of Relevant Turnover. This includes any sponsorship, grant funding, ticket sales etc.

1.17.8 Unless specifically allowed in the paragraphs above, any proceeds or profits from the sale/lease of tangible assets or intangible assets (excluding Players) or rights related to tangible assets or intangible assets (excluding Players) cannot be included in the Club's calculation of Relevant Turnover.

2 **Player Trading Income**

2.1 Player Trading Income shall be included on a cash receipts basis as and when received/paid in the Relevant Transfer Period, unless otherwise stated. It is a calculation of Transfer Income less Transfer Expenditure.

2.2 Transfer Amounts received in a different Relevant Transfer Period to that in which it was contracted to be received will be treated as being received on an actual receipts basis (i.e. if a Club receives an accelerated payment of a Transfer Fee, the Club must include it in real time when received and not when the contract stipulated that the Club would have received it).

2.3 Transfer Amounts paid in a different Relevant Transfer Period to that in which it was contracted to be paid will be treated as being paid in real time (i.e. when the payment is made), not when the contract stipulated that it should have been paid.

2.4 Transfer Amounts relating to compensation set or determined by FIFA (or other bodies) shall be treated as being paid on the date of receipt of the Transfer Amount by the creditor Club.

2.5 Any Loan Fees to be paid or to be received must be included. When assessing the calculation, The League shall have the right to make reasonable assumptions based on any contingency payments due pursuant to the Loan Agreement. Any receipts in respect of Loan Wages must be net of any Player Wage Costs.

2.6 Any advances of Transfer Amounts received by the Club from a Financial Institution can only be included in the Reporting Period in which the Transfer Amount is contracted to be received from the Financial Institution and shall reflect the discounted amount only.

2.7 In respect of amounts which are contracted to be received or paid in accordance with any contract (transfer agreement or compensation agreement) originally entered into and registered with The League

on or before 6 May 2022, the Club should include the Transfer Income / Transfer Expenditure during the Reporting Period of the SCMP Submission (and not the Relevant Transfer Period).

Guidance

For example, if Club A (Reporting Period to 30 June) entered into a transaction on 31 January 2022 to sell Player 1 with the following instalments, paragraphs 2.1 to 2.6 apply and would be recognised in SCMP as follows:

- *30 June 2022 - £100k – captured in SCMP for Season 2021/22*
- *30 June 2023 - £100k – captured in SCMP for Season 2022/23*
- *30 June 2024 - £100k – captured in SCMP for Season 2023/24*
- *30 June 2025 - £100k – captured in SCMP for Season 2024/25*
- *30 June 2026 - £100k – captured in SCMP for Season 2025/26*

If the Club entered into a similar transaction on 1 June 2022, paragraphs 2.1 to 2.6 apply and it would be treated as follows for SCMP:

- *30 June 2022 - £100k – captured in SCMP for Season 2022/23*
- *30 June 2023 - £100k – captured in SCMP for Season 2023/24*
- *30 June 2024 - £100k – captured in SCMP for Season 2024/25*
- *30 June 2025 - £100k – captured in SCMP for Season 2025/26*
- *30 June 2026 - £100k – captured in SCMP for Season 2026/27*

In the event that a Club was contracted to receive a payment on 1 May 2025 but is paid on 30 April 2025, the Club would be required to include this in Season 2025/26's SCMP Submission.

Note that any variations to contracts that take place after 6 May 2022 will be treated in accordance with paragraphs 2.1 to 2.6.

2.8 Any Transfer Amounts to be paid to or received from Clubs which are considered to be paid from/to an Associated Party, shall be subject to a fair value assessment. A Club should, on request by The League, provide an independent third party valuation report.

2.9 If The League does not agree that the value of the Transfer Amount (in its totality) is fair value, it shall restate the amounts within the SCMP submission to fair value.

APPENDIX B – ALLOWABLE EQUITY INJECTION INCOME

Allowable Equity Injection Income can be summarised as shown below, with explanatory notes to explain the various treatments of different sources of equity and/or cash injections and donations.

These amounts should be included in line with the Club's Reporting Period.

1. Allowable Equity Injections

1.1. Injections from those income sources defined below will be included as Allowable Equity Injection Income in accordance with the calculation at 1.2 of this Appendix (unless stated otherwise).

1.2. **'Allowable Equity Injection Income'** means:

1.2.1. 100% x the first £500,000 of cash receipts from Equity Injections, Cash Injections and/or Donations received during the Reporting Period (in any format as defined in Paragraphs [X] to [X] below), plus

1.2.2. 75% x the next £250,000 of cash receipts from Equity Injections, Cash Injections and/or Donations received during the Reporting Period (in any format as defined in Paragraphs [X] to [X] below), plus

1.2.3. 60% x the next £250,000 of cash receipts from Equity Injections, Cash Injections and/or Donations received during the Reporting Period (in any format as defined in Paragraphs [X] to [X] below), plus

1.2.4. for any further cash receipts from Equity Injections, Cash Injections and/or Donations received during the Reporting Period (in any format as defined in Paragraphs [X] to [X] below) in excess of £1,000,000, the percentage applied will be:

(a) For League One Clubs, 60%.

Guidance

For example, a League One Club received £1,500,000 and a £100,000 donation in its Reporting Period. The amount that can be included is calculated as follows:

Total injections (equity and donation):	*£1,600,000*
To be included:	
First £500,000 x 100%	*£500,000*
Next £250,000 x 75%	*£187,500*
Next £250,000 x 60%	*£150,000*
Remaining £600,000 x 60%	*£360,000*
Total Allowable Equity Injection	***£1,197,500***

1.3. Donations – Donations from a single person / entity exceeding £10,000 per Reporting Period (inclusive of Donations towards Player salary costs, payment for taxation losses etc.) must be evidenced by a bank receipt or statement to show funds have been credited to the Club's bank account before being included in the Club's SCMP Submission, a signed Letter (in the format required by The League from time to time and which as at the date of these Rules, is as set out in Appendix E) must be received by The League to confirm that there is no interest linked to the donation or any requirement for future repayment of the donation by the Club.

1.4. Donations from a single person / entity not exceeding £10,000 on a cumulative basis per Reporting Period do not automatically need to be evidenced by a bank receipt or statement or supported with a signed

Letter as described in Rule 1.3 above. However, The League will have the right to request evidence as it sees fit on a case by case basis.

1.5. Cash Injections – Before being included in the Club's SCMP Submission, significant cash injections from companies or benefactors must be evidenced by a bank receipt or statement to show funds have been credited to the Club's bank account and a signed Letter (in the format required by The League from time to time and which as at the date of these Rules, is as set out in Appendix E) must be received by The League to confirm that there is no interest linked to the cash injection or any requirement for future repayment by the Club of the cash injection.

1.6. Equity Injections – Only include non-redeemable Equity injections received in the relevant Reporting Period. The conversion to Equity of any debt and/or writing off of any debt, where such debt was created in any prior Reporting Period, does not constitute a form of revenue as no cash injection is provided to the Club to finance wages in the current Reporting Period. Further, any linked transactions whereby loans are repaid followed by an injection of cash in exchange for Equity, will not be allowed. Before being included in the Club's SCMP Submission, any injection of cash as Equity must be evidenced by a bank receipt or statement to show funds have been credited to the Club's bank account, and a copy of the signed Companies House forms confirming the issue of new share capital must also be received by The League.

Guidance

If cash has been provided to the Club by way of a loan or as debt during the Reporting Period and then either converted to equity or written off as an expense to the Profit and Loss Account in the same Reporting Period, that amount can be included as an Equity Injection at the date of conversion / write off.

Where a Club offers equity to investors then that equity is included in the year in which that offer becomes unconditional and the cash is received.

1.7. For Equity Injections, Cash Injections and Donations to be included in the SCMP Calculation they must be confirmed, at the point of payment to the Club, as non-redeemable or non-returnable. Any Club redeeming or making any repayment of any kind whatsoever shall be guilty of misconduct and referred to the Club Financial Review Panel as a Compliance Matter in accordance with Appendix 6.

1.8. Accumulated Profit – Only include reserves extracted from audited Annual Accounts that have been filed with Companies House where it can be evidenced that the accumulated profit has been generated through trading. For the avoidance of doubt any revaluation reserves do not qualify for inclusion. Club needs to be in net asset position on balance sheet. On a case by case basis, The League may approve for this to be extracted from, and included based on a Club's management accounts if those up to date management accounts can be fully reconciled to the latest audited Annual Accounts.

1.9. No loan funding, from whatever source and on whatever terms, should be included in Allowable Equity Injection Income.

APPENDIX C – DEFINITION OF PLAYER RELATED EXPENDITURE

1. Player Related Expenditure includes all expenses that are due during a Reporting Period to, or in respect of, a Contract Player, Temporary Contract Player or Under 21 Player under the terms of their contract (save for any payments made in accordance with clause 19.2 of the Standard Contract or equivalent), calculated in accordance with the following paragraphs.

2. Those Players transferred out on loan must be excluded for any period that they are out on loan. As Clubs have the ability to share the wages of Players sent out on loan, then the treatment of wages must be treated in line with contributions made by each Club.

3. Clubs must include all Players registered with them at any point during the current Reporting Period, along with their associated costs for the period of registration.

4. Any salary, fees or remuneration due under the terms of the Player's contract and any image rights contract (if any) must be included. This would include not only basic salaries but also any additional salary payments which may become due dependent upon age etc and any sums due under any separate team or individual bonus scheme or other remuneration linked agreement made between the Club and the Player (whether directly or indirectly), or any other payment due to be made to a Player in connection with the Player's employment howsoever determined as paid by the Club or an Associated Party.

5. Clubs must include any signing on fees due to be paid on registration of a Player.

6. Any additional payments which may become dependent upon appearances, either full or substitute appearances, or Club performances or other contingent requirements must be included.

7. Clubs must include any match, win, loyalty, promotion or other kind of bonus, save that bonuses paid and/or received (as income) directly in connection with any play-off fixture and/or promotion, can be included in either the existing or the following Reporting Period at the Club's discretion.

   Guidance

   Any promotion bonus must be in line with divisional averages and must not be excessive by reference to the division above the one in which the Club is competing when the bonus amount is agreed.

   Bonuses should be relative to the income generated from achieving the triggering event (i.e. promotion or progression in a Cup competition).

8. Include any accommodation, holiday, or relocation expenses (to include all expenses met on behalf of the Player whether the expenses are legal, removal, travel or other associated costs). Any payment by a Club for the benefit of a Player's Connected Party (for example, but not limited to the purchasing or renting of a property) shall also be included.

9. Include the cost to the Club of providing any benefit in kind, such as the cost of vehicles used privately (the P11d benefit figure should be used in calculating the cost to the Club) and any hotel expenses (other than those directly relating to matches). It is not proposed to include training/fitness Player Related Expenditure. Any payment by a Club for the benefit of a Player's Connected Party (for example, but not limited to, the purchasing or other financing of a vehicle) shall also be included.

10. Any loan made, or to be made to a Player (including any loans made to or for the benefit of their Connected Party) which is not repaid within the same Reporting Period must be included as other Player Related Expenditure.

11. Clubs must include National Insurance Contributions and taxes accrued by the Club in respect of the Player.

12. Include any Agents' Fees payable by the Club, as well as any settled by the Club on the Player's behalf.

13. Pension contributions due in respect of any Player in relation to the current Reporting Period.

14. Clubs must include any insurance premiums paid in respect of any Player. Personal accident, health and life insurance etc., whether or not these are specifically provided for under the terms of any employment contract should be included. This does not include insurance premiums paid on the Club's behalf by The League.

15. Any personal expenses paid as well as other expenses ordinarily and necessarily incurred in connection with complying in full with the obligations under the terms of any employment contract should be included within the Player Related Expenditure.

16. Exclusions may apply in respect of any Players who are declared permanently unfit to play at any point during the Player Cost Period, for the period after such declaration, but not for any other period of incapacity (e.g. short term injury and short term illness etc.). Such a declaration must be supported by medical documentation to the satisfaction of The League.

    Guidance

    For the avoidance of doubt, 'permanently unfit to play' in this paragraph 16 of Appendix C shall mean unable to participate in any first team fixtures for the remainder of the Player Cost Period (i.e. the remainder of the current Season).

    For example, if a Player is injured on 1 November 2024 and there is a medical documentation stating the Player will not be able to play in a first team fixture before the end of Season 2024/25, Individual Player Salary Costs relating to that Player from 1 November 2024 to the end of the Player Cost Period shall be excluded from Player Related Expenditure when assessing the Club's compliance with the SCMP Requirement.

    If the Player may be able to participate in first team fixtures prior to the end of the Player Cost Period, no exclusions will be allowed.

17. Redundancy and/or Compromise payments made to Players (e.g. the payment of the balance of the contract as a lump sum which has been discounted to represent accelerated receipt) must also be included for the purposes of determining Player Related Expenditure. Where redundancy payments are staged they should be allocated into the SCMP Submission for the Reporting Period in which the payments fall due.

18. Some Clubs appoint Players to other roles e.g. player manager or coach. So as to avoid Clubs seeking to load salary payments in favour of the second role, the payments under both roles will be amalgamated and the total will be attributed as Player Related Expenditure for the purposes of determining compliance with the SCMP Requirement. Clubs will have the right to apply to The League to exclude the payments relating to the individual's secondary role.

    Guidance

    The League's general approach will be to require the Club to demonstrate that the sums paid in relation to the alternative role are bona fide and is not being used a device to load salary payments in favour of the second role. The League may ask the Club to provide:

    - *details of the work being undertaken by the Player in respect of the second role;*
    - *the relevant employment contract;*
    - *where relevant, evidence of any coaching badges being completed by the Player; and*
    - *any other information that The League may require.*

19. All of the Player Related Expenditure listed in this Appendix C will be described as being made to a Player or any Connected Party or third party on his behalf, either directly or indirectly, whether in this country or elsewhere.

APPENDIX D - SELF-CERTIFICATION FORM

SALARY COST MANAGEMENT PROTOCOL

LEAGUE ONE

On behalf of _____ Football Club I enclose the necessary registration documents in respect of the permanent / loan / loan extension / signing of

_____

(Player name).

I confirm that having made due enquiry of the Club's current and anticipated financial outturn for the current Reporting Period (as detailed in the most recent SCMP Submission) this registration will not result in the Club breaching the SCMP Requirement.

Signed: _____

(duly authorised official in accordance with Rule 10.2)

Position: _____

Date: _____

APPENDIX D –TEMPLATE LETTER

[To be drafted on Company/Personal Letterhead]

[Addressed to the Football Club]

[Date]

Dear Sirs,

Re: Non-Repayment of [Cash Injection / Donation] to [Football Club Full Company Name] (Club)

This letter is to confirm that [I/We] have made a [Cash Injection / Donation] of [X] to [Football Club FC Limited].

[I/We] confirm that:

- the [Cash Injection / Donation] is a permanent [payment/ donation] to the Club with no linked interest payable by the Club to [me/us] or any other third party at any time; and
- there is no future requirement for the Club to repay the [Cash Injection / Donation].

Yours faithfully

[Printed Name]

[Position]

[Address]

PART 3 – LEAGUE TWO SALARY COST MANAGEMENT PROTOCOL (SCMP) RULES

1 **Interpretation**

1.1 For the purposes of these Rules, the following words shall have the following meanings:

'Agents Fees' means, in respect of a Club, all costs and expenses which are payable or which have become due by that Club or any Associated Party to any:

(a) Agent / Intermediary appointed by the Club;

(b) Player's and/or Manager's Agent / Intermediary and/or

(c) a Player's and/or Manager's Connected Party.

For the avoidance of doubt, payments made by the Club (or any Associated Party) or a Connected Party to an agent under the definition of Player Related Expenditure and/or Manager Related Expenditure (see Appendix C) are not included within this definition.

Guidance

The closing paragraph is included solely to ensure that there is no double counting of any amounts payable to any Agent / Intermediary and/or Connected Party acting on behalf of or in relation to a Player or Manager.

Clubs are reminded that they cannot (nor can a Player or coach) contract with or authorise any third party to pay any service fee due to an Agent under a Representation Agreement, pursuant to Regulation 7.2 of the FA Football Agent Regulations.

'Allowable Equity Injection Income' has the meaning given in Appendix B.

'Allowable Income' has the meaning given in Rule 2.2.

'Connected Party' means in relation to a Player and Manager:

(a) any close member of the Player's or Manager's family;

(b) any Agent/intermediary or representative acting on their behalf;

(c) any legal entity in relation to which the Player, Manager or any persons falling within (a) and (b) of this definition is (i) beneficially entitled to 20% or more of the entire share capital of that body corporate; (ii) entitled to exercise or control the exercise of more than 20% of the voting power at any general meeting of that body corporate; or (iii) is entitled to 20% or more of the economic interests in that body corporate;

(d) any company, trust, partnership, or other body, organisation or mechanism established or operating directly or indirectly in whole or in part for the benefit of or in respect of the Player, Manager or any or all of the other categories of person referred to in this definition; and

(e) any holding company, subsidiary or subsidiary of a holding company of a person identified in (c) above.

'Established Player Basic Wage' means, in respect of Season 2025/26:

(a) £2,000 per week;

and in respect of each subsequent Season, the amounts set out above adjusted for inflation based on any movements to the relevant Division's basic award payment year on year. The Established Player Basic Wage for each subsequent Season shall be notified to Clubs by no later than 1 June each year.

Guidance

'Basic Wage' for the purposes of these Rules shall mean a Player's minimum guaranteed weekly pay before receipt of any bonuses or other contingency payments.

For the avoidance of doubt, any Club considered to be making additional payments (whether directly or indirectly) to Players in excess of the Club average may be subject to the League's powers under Rule 12.7.

'Established Under 21 Player' means;

(a) a Player who has made 40 or more appearances in a first team fixture (either in the starting eleven or as a playing substitute) for the Club irrespective of division or competition;

(b) a Player who has made 40 or more appearances in a first team fixture (either in the starting eleven or as a playing substitute) for any Club (or club) in the following competitions:

(i) the Championship, League One and League Two divisions of the League Competition;

(ii) the EFL Cup Competition, the EFL Trophy Competition and/or the FA Cup Competition;

(iii) the Premier League's league competition;

(iv) any first team club competition organised by UEFA or any other confederation of FIFA; and/or

(v) any other equivalent professional domestic league to League One, League Two or the Championship Division of the League Competition or Premier League Competition or first team Cup competition organised by a national association sanctioned by or affiliated to UEFA and/or FIFA (by way of example but not limited to, Scottish Premiership, Scottish Championship, Scottish Cup, Ligue 1, Ligue 2, Serie A, Serie B, Coppa Italia, La Liga and Liga 2, Copa del Rey);

but excluding (insofar as it relates to the Club) any appearance in a first team fixture (either in the starting 11 or as a playing substitute) made for another Club (or club) whilst on a Temporary Loan Transfer in any lower division, the National League or below;

(c) a Player whose basic weekly wage is equal to or greater than the Established Player Basic Wage; and/or

(d) any Under 21 Player registered with the Club as a Temporary Contract Player on a Temporary Loan Transfer or Emergency Goalkeeper Loan.

'Gross Profit Basis' means the total amount received after deducting any directly attributable costs (i.e. the actual receipts less the cost of purchases of materials and any directly attributable costs (e.g. labour) or where the function is outsourced, the actual amount received by the Club.

'Individual Manager Salary Costs' shall, in respect of the Club's Manager(s) for the P&M Cost Period, be all forms of consideration, remuneration, wages and benefits attributable to or intended for the benefit of the Manager(s) (whether provided directly or indirectly) which includes, by way of example and without limitation all costs as set out in Appendix C.

'Individual Player Salary Costs' shall, in respect of each Contract Player, Temporary Contract Player and Under 21 Player (including Established Under 21 Player), be all forms of consideration, remuneration, wages and benefits attributable to and/or intended for the benefit of the Player (whether provided

directly or indirectly), including by way of example and without limitation all costs as set out in Appendix C.

'Manager Related Expenditure' shall mean the sum total of all the Individual Manager Salary Costs.

'Matchday' means a first team match of the Club's men's team.

'Mid-Season SCMP Submission' has the meaning given in Rule 4.4.

'Net Profit Basis' means the total amount received after deducting (i) any directly attributable costs (i.e the actual receipts less the cost of purchases of materials and any directly attributable costs (e.g. labour) or where the function is outsourced, the actual amount received by the Club; and (ii) any operational costs associated with the delivery of the applicable function / service.

'Non Established Under 21 player' means an Under 21 Player who does not meet the criteria of an Established Under 21 Player.

'P&M Cost Period' means the 12-month period starting 1 July each year and ending on the following 30 June.

'Player Related Expenditure' means the sum total of all the Individual Player Salary Costs set out in Appendix C.

'Player Trading Income' has the meaning given in Appendix A.

'Pre-Season SCMP Submission' means the SCMP Submission to be provided to The League by the Pre-Season Submission date.

'Pre-Season Submission Date' means:

(a) 30 June in each year

or the next working day if the date stated is not a Normal Working Day.

'Relevant Transfer Period' means the period of time commencing on 1 May in the immediately preceding Reporting Period and ending on 30 April in the current Reporting Period or, for transfers entered into prior to 6 May 2022, the same start and end dates as the Reporting Period for the SCMP Submission.

'Relevant Turnover' is defined in Paragraph 1 of Appendix A;

'Relevant Turnover Percentage' means for League Two Clubs – 50%.

'Reporting Period' means (subject to Rule 3) the 12-month period recorded in the Club's Annual Accounts.

Guidance

For those Clubs with a financial year ending in the period May, June or July in any year the Reporting Period for the 20xx/yy Season is the 12-month period ending May, June or July 20yy. For those Clubs with a financial year ending at any other time, the provisions of Rule 3 will apply.

'SCMP Period' covers the period most relevant to the SCMP Requirement and means the period starting on 1 May prior to the date of submission and ending on the later of the last date of the P&M Cost Period or the last date of the Reporting Period.

'Temporary Contract Players' means all Players who are registered with the Club on an:

(a) Emergency Goalkeeper Loan;

(b) Standard Loan;

(c) Multiplicity Contract;

(d) Monthly Contract;

(e) Monthly Extension Contract; and

(f) Non-Contract basis.

'Transfer Amounts' means any Compensation Fee, Transfer Fee and/or Loan Fee.

'Transfer Expenditure' means any monies which are contracted to be paid to other Clubs (and/or clubs) by way of Transfer Amounts during the Relevant Transfer Period.

'Transfer Income' means any monies which are contracted to be received by the Club from other Clubs (or clubs) or Financial Institution by way of Transfer Amounts during the Relevant Transfer Period. Clubs must actually receive the monies in order to meet the definition of Transfer Income.

'Under 21 Player' means a Player under the age of 21 as at the 1 January in the year in which the Season concerned commences (e.g. for Season 2025/26, born on or after 1 January 2004) but excluding any Player registered in accordance with the Youth Development Rules.

1.1 Any other defined terms used in these Rules shall have the meaning given in Section 1 of the Regulations (unless stated otherwise). In the event of a conflict between the defined terms used in these Rules and any defined terms in Section 1 of the Regulations, for the purposes of these Rules, the defined terms of these Rules will prevail.

1.2 References in these Rules to The League shall mean both The League and The League acting via the Club Financial Reporting Unit (CFRU), as appropriate.

1.3 Each Club shall, at all times and in all matters within the scope of these Rules, behave with the utmost good faith both towards The League and the other Clubs (provided always that only The League shall have the right to bring any action whatsoever for any alleged breach of this requirement). Without prejudice to the generality of the foregoing, Clubs shall not manage their affairs or submit a SCMP Submission which is intended to seek to or does take any unfair advantage in relation to the assessment of fulfilment (or non-fulfilment) of the SCMP Requirement.

Guidance

The duty of good faith in these Rules includes, but is not limited to, the requirement for Clubs to disclose in a clear and accessible manner all material facts, documents and information which could influence the League's assessment of the SCMP Submissions

1.4 All Clubs must comply with these Rules and in-doing so co-operate with the League for the fulfilment of the shared objectives, including (but not limited to) promoting fair competition and ensuring financial sustainability.

1.5 The League shall have the right, at any time, to change the name of these Rules without requiring a vote of the relevant Clubs.

2 **SCMP Requirement**

2.1 All League Two Clubs (hereafter Clubs or Club) are required to meet the SCMP Requirement for each SCMP Period.

2.2 The '**SCMP Requirement**' is a measure whereby the sum of a Club's:

2.2.1 Agents Fees; plus

2.2.2 Player Related Expenditure; plus

2.2.3 Manager Related Expenditure;

(together the '**P&M Related Expenditure**') less

2.2.4 Non-Established Under 21 Player Expenditure

for the P&M Cost Period, must not exceed the aggregate sum of:

2.2.5 100% of the Club's Player Trading Income in the Relevant Transfer Period, plus

2.2.6 The Club's Allowable Equity Injection Income for the Reporting Period, plus

2.2.7 The Club's Relevant Turnover multiplied by the Relevant Turnover Percentage.

(together the '**Allowable Income**').

2.3 All Under 21 Players must be disclosed in the submission.

2.4 Under 21 Players who are registered on a Temporary Loan Transfer (including an Emergency Goalkeeper Loan) at the Club will have their cost included in the assessment of Player Related Expenditure for the purposes of the SCMP Requirement.

2.5 Those Under 21 Players that meet the definition of Established Under 21 Player will be included within the Club's total Player Related Expenditure for the purposes Rule 2.2.2 of the SCMP Requirement.

2.6 The Individual Player Salary Costs of a Non-Established Under 21 Player registered with the Club are to be included in the Club's total Player Related Expenditure for the purposes of Rule 2.2.2 but shall subsequently be deducted in accordance with Rule 2.2.3 for the purposes of assessing whether that Club has complied with the SCMP Requirement. However, the Individual Player Salary Costs for Non-Established Under 21 Players must be separately reported in the Player Related Expenditure worksheet of any SCMP Submission.

2.7 An Under 21 Player will become an Established Under 21 Player for the purposes of the SCMP Requirement with immediate effect upon either:

2.7.1 making their 40th appearance in a first team fixture as stipulated by the definition of Established Under 21 Player; and/or

2.7.2 the Player's weekly wage becomes equal to or greater than the Established Player Basic Wage.

In accordance with Rule 8.2, Clubs must notify the League upon the happening of either of the events listed at Rules 2.7.1 or 2.7.2, whichever is the sooner.

2.8 Measurement of a Club's compliance with the SCMP Requirement is based on the submission by the Club of the Pre-Season SCMP Submission and Mid-Season SCMP Submission (together the SCMP Submissions) and subsequent monitoring and real time adjustment (if any) by The League throughout the Season as more particularly set out herein.

2.9 These Rules are to be read in conjunction with any SCMP worked examples document as produced and updated by the League from time to time.

3 **Variations from 'Standard' Reporting Periods**

3.1 Clubs may not adjust Reporting Periods for current or subsequent Seasons without the prior written consent of The League, such consent not to be unreasonably withheld.

3.2 If any Club has a financial year ending other than during the period May, June or July, then that Club must prepare its SCMP Submissions for a 12-month period ending on 30 June so as to provide the League with a SCMP Submission aligned to the P&M Cost Period.

3.3 If any Club has a Reporting Period that is not a 12-month period, then that Club must prepare its SCMP submissions for a 12-month period ending on 30 June so as to provide the League with a SCMP Submission aligned to the P&M Cost Period.

3.4 If any Club has a financial year end other than in June, then that Club may opt to prepare its SCMP Submission for a 12-month period ending June so as to provide the League with an SCMP Submission aligned to the P&M Cost Period.

4 **SCMP Submissions**

4.1 Each Club must, by the Pre-Season Submission Date, submit its Pre-Season SCMP Submission for the current SCMP Period.

4.2 The Pre-Season SCMP Submission will be in the form of an electronic submission setting out the information required therein (and including the requirements set out in Rule 5 below) and will be in such format as The League may reasonably prescribe from time to time. It shall also include comparative information for the two Reporting Periods prior.

4.3 For the avoidance of doubt, the Pre-Season SCMP Submission must be supplied by any Club which will be participating in League Two and must contain all relevant information relating to the prior two seasons even if that Club was:

4.3.1 a National League Club promoted into League Two (Promoted National League Club) or;

4.3.2 a member of any other League or division in the prior Season.

4.4 By 1 December each year, each Club in League Two must submit its Mid-Season SCMP Submission for the current SCMP Period. The Mid-Season SCMP Submission will be in the form of an electronic submission setting out the information required therein (and including the requirements set out in Rule 6 below) and will be in such format as The League may prescribe from time to time.

4.5 The SCMP Submission must relate to the Club or if applicable and agreed with The League, the Group, or part of the Group of which the Club is a member (including any Group Undertaking).

Guidance

Group has the meaning given in the Regulations, which is a parent undertaking and its subsidiary undertakings (pursuant to s. 474(1) of the Companies Act 2006).

Group undertaking has the meaning given in the Regulations, which is in relation to an undertaking, an undertaking which is (a) a parent undertaking or subsidiary undertaking of that undertaking, or (b) a subsidiary undertaking of any parent undertaking of that undertaking (pursuant to s. 1161(5) of the Companies Act 2006).

4.6 The League will review each Club's SCMP submission, removing or adjusting any amounts not evidenced or supported by satisfactory explanations and / or assumptions. The Club shall have the opportunity to provide an explanation for its treatment before any proposed adjustments.

4.7 The League will in due course consider the Annual Accounts for the Reporting Period in respect of which the SCMP Submissions are made in order to examine whether any material variances indicate that the SCMP Submissions were not prepared accurately in accordance with these Rules. Where the League identifies any material variances it may take any of the steps set out in Rule 9.

5 **Completion of the Pre-Season SCMP Submission**

5.1 All sections within the Pre-Season SCMP Submission must be completed prior to submission to The League.

5.2 Key assumptions are to be detailed within the designated areas of the workbook to support the estimated figures throughout the submission.

5.3 The SCMP Submission must also include a reconciliation between Relevant Turnover (including the various costs deducted), Allowable Equity Injection Income, Player Trading Income and:

5.3.1 reported turnover in the corresponding Club Annual Accounts for the Reporting Period two years prior; and

5.3.2 internal management accounts (which must be supplied) for the prior Reporting Period.

5.4 When completing the P&M Related Expenditure areas of the SCMP submission:

5.4.1 For Manager Related Expenditure, the submission must include all expenditure as detailed in Appendix C.

5.4.2 For Player Related Expenditure, completion of all Player sections is to be on a Player by Player basis and be the Club's current best estimate of Individual Player Salary Costs as set out in Appendix C that have been and/or will have to be paid during the P&M Cost Period.

6 **Completion of the Mid-Season SCMP Submission**

6.1 All of the worksheets within the Mid-Season SCMP Submission must:

6.1.1 be completed prior to submission to The League; and

6.1.2 include any and all adjustments necessary to ensure the Club complies with the SCMP Requirement.

6.2 Any material variances from the Pre-Season SCMP Submission are to be detailed in the assumptions section of the Relevant Turnover worksheet.

6.3 When completing the P&M Related Expenditure worksheet for the Mid-Season SCMP Submission, the Club is required to update the worksheet for any changes in assumptions, Player and Manager movements, including (but not limited to) any new, terminated and/or re-negotiated contracts since the preparation of the Pre-Season SCMP Submission.

7 **On-going Monitoring**

7.1 Each Club is responsible for keeping their SCMP Submission updated at all times and (without prejudice to Rule 9 below) reporting any variances to Allowable Income and/or Player Related Expenditure and/or Manager Related Expenditure to The League.

7.2 If, as part of any ongoing monitoring in accordance with these Rules, the League requires further information from the Club, the provisions of Rule 12.1 and 12.2 shall apply.

7.3 The League will also monitor and update the calculation for any Player registrations made by Clubs and has the right to refuse any such registrations pursuant to Rule 9.4.

7.4 Where the League believes it may appropriate to re-categorise any Relevant Turnover included in the SCMP Submission, it will inform the Club and provide an explanation as to the reason for the proposed re-categorisation. The Club shall have the opportunity to provide an explanation for its treatment of the applicable Relevant Turnover, following which the League shall make a determination as to how such Relevant Turnover should be reflected in the SCMP Submission and shall inform the Club accordingly.

7.5 Where in these Rules there is any reference to the League making any decision, adjustment, determination or otherwise exercising its discretion the Club shall, subject to the provisions of Appendix 6 Rules 6.2 and 6.3, have a right to have such determination reviewed by the CFRP in accordance with Appendix 6 of the Regulations.

8 **Notifiable Events**

8.1 Where:

8.1.1 the P&M Related Expenditure of a Club exceeds, or is likely to exceed (having regard to all the circumstances), 95% of the maximum amount of P&M Related Expenditure permitted under Rule 2.2 ('**Additional Reporting Threshold**'); and /or

8.1.2 any Club fails, or is likely to fail (having regard to all the circumstances), to meet the SCMP Requirement,

that Club shall forthwith notify The League to that effect in writing (by email) ('**Notification**').

8.2 In accordance with Rule 2.7, a Club must notify the League within 5 Normal Working Days of an Under 21 Player making their 40th appearance in a first team fixture or the Player's weekly wage becoming equal to or greater than the Established Player Basic Wage, whichever is sooner.

8.3 Where The League determines, in its reasonable opinion and having considered any information provided to it by a Club and/or any information available to it, including without limitation information provided under any other Regulation, that the Club may be subject to an obligation to notify under Rule 8.1 and the Club itself has not so notified, The League may serve notice on the Club to that effect in writing (by email). Nothing in this Rule 8.3 discharges the Club of any obligation under Rule 8.1.

8.4 Where:

8.4.1 the Club serves Notification; and/or

8.4.2 the Club fails to serve notice under Rule 8.2

8.4.3 the League serves notice under Rule 8.3,

the provisions of Rules 9 and/or 10 (as applicable) apply.

9 **Consequences of Notification / Other failure to Comply**

9.1 A Club which:

9.1.1 does not file any SCMP Submission by the required date;

9.1.2 does not provide information where requested to do so by The League; and/or

9.1.3 the League considers, acting reasonably, is forecast to fail to fulfil or meet the SCMP Requirement,

shall be subject to a Player registration embargo (the '**Embargo**') such that The League may refuse any application made by that Club to register any Player or any new contract of an existing Player with that Club.

9.2 The Embargo will be effective:

9.2.1 in the case of a Club which is in default of any obligation to provide information in accordance with these Rules, from the date of default until such time as the default is remedied to the satisfaction of The League, acting reasonably; and

9.2.2 in the case of a Club which fails to fulfil the SCMP Requirement, until:

(a) The League has been provided with the necessary information in order to be satisfied that the Club is no longer in breach of the SCMP Requirement; or

(b) the end of the relevant Season,

whichever is earlier.

9.3 If the required information remains not received, any Embargo applied under Rule 9.1 may be published on the Embargo Reporting Service in accordance with Regulation 18A two working days after the initial Embargo is communicated to the Club.

9.4 For the avoidance of doubt, where the registration of any Player(s) will in the opinion of The League, acting reasonably, result in a Club failing to meet the SCMP Requirement, such registrations will be refused.

Guidance

In the scenario where a Club appears to be in breach of the SCMP Requirement or will be in breach following a proposed new registration in the interim period between the date of the Pre-Season SCMP Submission and the start of the Reporting Period:

AND

That breach is a result of the Club waiting to provide Allowable Equity Injection Income within the correct Reporting Period.

THEN

The League will not place the Club under an Embargo or publish such an Embargo on the Embargo Reporting Service. Instead it will withhold approval for any incoming registration until the point at which Allowable Equity Injection Income has been provided in the correct Reporting Period. Should the Allowable Equity Injection Income be provided prior to the start the Reporting Period, the registration will only be approved, for the purpose of these Rules, if the Club is able to demonstrate the Allowable Equity Injection Income has not or will not be used for any purpose by the Club until the start of the Reporting Period.

9.5 If the League identifies a breach of the SCMP Requirement in any Reporting Period, that Club may be subject to a Compliance Matter which shall be referred to the Club Financial Review Panel as per the rules set out in Appendix 6 of the Regulations.

Guidance

Upon identification of a potential breach (actual or prospective) of the SCMP Requirement, the League will investigate the circumstances and ask questions or request documentation from the Club.

In the event of a potential breach of the SCMP Requirement in a previous Reporting Period, if the Club is not able to demonstrate clearly that there was no breach, the issue will be referred to the Club Financial Review Panel as a Compliance Matter in accordance with the rules as set out in Appendix 6 of the Regulations.

In the event of a potential breach of the SCMP Requirement in the current Reporting Period, the League may provide additional opportunity to the Club to rectify the breach through evidencing or earning additional Relevant Turnover, Allowable Equity Injection Income or a reduction in P&M Related Expenditure. During this period the Club will remain under Embargo and the provisions of Rules 9.1 to 9.4 and Rules 11.1 to 11.5 will apply.

9.6 It is expressly acknowledged and agreed by each Club that any decision, determination or discretion exercised under, or in connection with, these Rules by the League, the CFRP and/or any Disciplinary Commission convened pursuant to Regulation 85 may adopt a purposive approach to any issue of interpretation to ensure that, in each case, it achieves and is consistent with the aims and objectives of these Rules.

10 **Clubs subject to the Additional Reporting Threshold**

10.1 If a Club becomes aware, or if a Club is informed by The League, that the sum of the P&M Related Expenditure of that Club exceeds, or is likely to exceed (having regard to all the circumstances including for the avoidance of doubt the Player Related Expenditure in respect of any Proposed Registration (as defined below)) the Additional Reporting Threshold, then that Club will be subject to the requirements of this Rule 10 (a '**Threshold Club**').

10.2 Any Threshold Club that wishes to register a new Player (each a '**Proposed Registration**') must prior to the lodging of the Proposed Registration, submit a duly completed Self Certification on Club letterhead (in accordance with Appendix D). This should be signed by a statutory Director and / or majority owner of the Club.

10.3 Where any Proposed Registration will, in the opinion of The League, acting reasonably, result in the Club failing to meet the SCMP Requirement, that Proposed Registration will be refused.

11 **Continual Default**

11.1 Where a Club's Pre-Season SCMP Submission indicates that the Club will fail to comply with the SCMP Requirement, that Club shall be subject to an Embargo with immediate effect.

11.2 Notwithstanding the provisions of Rule 9, any Embargo imposed pursuant to Rule 11.1 shall remain in place until such time as the Club can demonstrate that it complies with the SCMP Requirement.

11.3 If a Club is forecasting to be non-compliant immediately following the closure of the Summer Transfer Window then the Club will remain under Embargo and the League shall have the following powers insofar as the League considers necessary in order to achieve compliance by the end of the relevant Season:

11.3.1 to require the Club to submit, agree and adhere to a budget which shall include, but not be limited to, Transfer Fees, Compensation Fees, Loan Fees or subsequent payments which become due under the terms of any transfer, players' remuneration and fees payable to any Intermediary;

11.3.2 to require the Club to provide such further information as The League shall determine and for such period as it shall determine;

11.3.3 to refuse any application by that Club to register any Player or any new contract of an existing Player of that Club.

11.4 If a Club is non-complaint on 1 February or on any date thereafter in the relevant Season, the Club will remain subject to Rule 11.1 and shall be referred to the CFRP as a Compliance Matter (as defined in Appendix 6 of the Regulations).

11.5 Any Club promoted or relegated out of the League shall, notwithstanding promotion or relegation, remain bound by the provisions of this Rule 11, until such time as it has complied with the obligations relating to its last Season as a Club.

12 **Duty of Disclosure & Anti-Avoidance**

12.1 The League may at any time require a Club to provide such further information as The League deems necessary (acting reasonably) for the purposes of enabling The League to assess whether a Club has fulfilled (or not) the SCMP Requirement. By way of example, and without limitation, additional information may be requested where:

12.1.1 any SCMP Submission is incomplete;

12.1.2 there are insufficient assumptions; or

12.1.3 additional evidence is required to support certain assumptions.

12.2 Any such request shall be made in writing (including by email from the League) and shall be responded to in full within 5 Normal Working Days (or longer if so stated by the League at the time of the request) of any such request being made. Any failure to respond within the permitted time shall give the League the right to exercise the powers set out in Rule 9.1.

12.3 Clubs and their Officials must not, and must procure that any Group Undertaking, other entity in the Club Group and/or any Associated Party does not negotiate, procure or otherwise arrange any form of

commercial agreement, arrangement or transaction (including but not limited to individual endorsement agreements) between Players and commercial partner (including but not limited to official kit or brand suppliers, or equivalent) of the Club.

12.4 In the event that Clubs are aware that a Player or a Connected Party has entered into any form of commercial agreement with a commercial partner of the Club, any Group Undertaking and/or Associated Party of the Club, the Club shall notify The League and provide (and procure that the Player provides) all relevant information that The League reasonably requests. The League shall, acting in its sole discretion, determine if any of the payments received in connection with the agreement between the Player and the commercial partner shall be deemed to be (or to replace or supplement in any way) income or expenditure for the purposes of the SCMP Submissions.

12.5 Clubs must on request by the League provide to the League any information relevant to any commercial agreements, including (but not limited to) all parties with an interest in the agreement, funding arrangements and any rights being granted to any party to the agreement or any third party.

Guidance

For example, where there are separate contracts with the same commercial partner for sponsorship income and unrelated costs, meaning the costs are not directly attributed to income and are not therefore caught directly under net profit, the League will still require such costs to be disclosed to ensure they should not be included as a cost within the Club's Relevant Turnover.

12.6 If pursuant to any provision of these Rules the League determines that any payments under a commercial agreement should be deemed to be (or to replace or supplement) income or expenditure for the purposes of the SCMP Submission, the Club shall be required to revise its SCMP Submission to exclude the relevant amounts within 5 days of receiving an instruction of The League to do so.

12.7 If upon reviewing an SCMP Submission or any information available to the League, acting reasonably, determines that a Club (or any Person or entity within the Club Group or any Group Undertaking) has entered into an agreement (including but not limited to any commercial or player related agreement), arrangement or transaction of which its main purpose or effect is to recharacterise the amounts earned from or paid under that agreement, arrangement or transaction such that it misrepresents and/or artificially benefits the Club's SCMP Submission, the League shall have the power to:

12.7.1 disapply in full or in part the amounts associated with the agreement, arrangement or transaction in question;

12.7.2 monitor and review the Club's arrangements to ensure it is recording its Relevant Turnover, Player Trading Income, Allowable Equity Injection Income and P&M Related Expenditure for the purposes of its SCMP Submission in a way that is consistent with the intention of these Rules; and/or

12.7.3 take any other disciplinary action as detailed elsewhere in these Rules or the Regulations.

12.8 To ensure the proper observance and enforcement of these Rules and without prejudice to the provisions of Regulation 3.4, each Club agrees during the operation of these Rules to notify the League in writing of:

12.8.1 any potential or actual loopholes, lacunae or errors in these Rules;

12.8.2 any non-compliance with these Rules by any Club of which the Club or their employees or agents become aware; and

12.8.3 any suspicions or complaints that they, their staff or employees may have concerning the observance by the Club or any other Club of these Rules. The Club shall keep such suspicions

or complaints confidential (save for notifying The League) and shall not announce or leak them (even on a "no-names" or anonymous basis) to the media, public or another Club.

12.9 Each Club who is subject to these Rules must not assist, encourage, aid, abet, cover up, or have any other type of complicity in any non-compliance by any other Club of any of these Rules. A Club who fails to comply with this Rule shall be deemed to have committed misconduct.

13 **Confidentiality**

13.1 Information provided by a Club to The League in accordance with these Rules shall only be made available to such members of The League as are required to know such information in order to fulfil their duties to The League (and who are bound by obligations of confidentiality as part of their contract of employment) and shall not be disclosed to the Board in any manner so as to enable Clubs to be identified provided always that:

13.1.1 generic management reporting to the Board and Clubs is permitted; and

13.1.2 The League shall be entitled to publish reports of any decisions relating to any breaches.

13.2 Information provided in accordance with these Rules will also be used to produce benchmarking reports to be provided to Clubs within the relevant division. These reports shall be 'anonymised' via the removal of any Club names and issued at the discretion of the League.

APPENDIX A –RELEVANT TURNOVER AND PLAYER TRADING INCOME

1. Relevant Turnover

Relevant Turnover can be summarised as shown below, with explanatory notes to explain the various treatments of different sources of income (save for certain exceptions, also noted where applicable). Unless stated otherwise, all Relevant Turnover must be included in accordance with UK generally accepted accounting principles as to be applied by the Club in the preparation of its annual accounts (at the time of the introduction of these Rules, i.e. IFRS FRS 102).

All Relevant Turnover should be presented in line with the Club's Accounting Reference Period unless otherwise agreed with the League.

Amounts should be shown net of attributable VAT.

1.1 League Distributions:

1.1.1 all League distributions, including basic award payments and facility fees for TV and Radio. TV facility fees must be included as and when they are announced.

1.1.2 balancing basic awards can be included but only in the Reporting Period of cash receipt and once formally confirmed by the League.

1.1.3 any claw backs in relation to Club distributions do not need to be deducted for the purposes of the calculation.

1.1.4 include all parachute income receivable from The League for the relevant Reporting Period (save where it relates to receivables that have been forward financed, as provided for below).

1.1.5 include any prize / participation income received for the Clubs involvement in the relevant League competition (i.e. League One or League Two).

1.1.6 EFL Cup and EFL Trophy Distributions –any EFL Cup or EFL Trophy prize money, participation and facility fees can be included on an actual basis. Budgets should assume the Club does not progress past Round 1 of any competition. This figure can be updated as and when additional monies are announced by the League or when the progress is achieved by the Club.

1.1.7 include any distributions made to the Club from the League or EFL Digital as a result of any digital products such as streaming, websites, YouTube and/or Fantasy Football.

Guidance

For the avoidance of doubt, goods distributed by the League as part of any barter deal are not to be included in SCMP Submission.

1.2 Premier League Distributions:

1.2.1 Include Premier League Solidarity and Parachute payments relating to the Reporting Period which have been received in cash (i.e. not to include where it relates to receivables that have been forward financed, as provided for below).

1.2.2 Balancing awards can be included but only in the Reporting Period of receipt and once formally confirmed by the Premier League.

1.2.3 Any claw backs in relation to Club distributions can be ignored for the purposes of the calculation.

1.3 Matchday Revenue, League Gate Receipts – actual receipts before deduction of match day expenditure and any levies for the Season in the Reporting Period (for the avoidance of doubt, this will include Play-Off fixtures).

1.4 Matchday Revenue, Cup Gate Receipts – both the home club and the away Club must declare actual receipts net of any costs, expenses and/or other match day expenditure (i.e. the actual cash received).

The Pre-Season SCMP Submission must assume the Club does not progress past Round 1 of any competition. This can be updated in real time as the Season progresses and gate receipts from Cup fixtures after Round 1 can be included as and when achieved.

Guidance

For EFL Cup fixtures, each Club's receipt should match the 45% share payable to the away Club.

For the avoidance of doubt, this category includes FA Cup, EFL Cup and EFL Trophy receipts.

1.5 Matchday Revenue, Friendlies Gate Receipts – the Club should declare actual receipts net of direct match day costs.

1.6 Matchday Revenue, Administrative Income – to include income on any booking fees and supporter travel services.

1.7 Matchday Streaming Income (Club generated products) – to include any income from the digital streaming broadcast of matches.

1.8 The following income must be included in the SCMP Calculation on a **Gross Profit Basis**:

1.8.1 Matchday Hospitality – all matchday hospitality as provided on matchdays only.

Guidance

Examples of Matchday Hospitality include (without limitation) executive boxes and corporate lounges.

1.8.2 Commercial - the supply of commercial activities, including but not limited to advertising (including all in-stadium advertising), memberships and fan experiences.

1.8.3 Sponsorship – to include for example (but not limited to) all kit sponsorship (all areas, i.e. front of shirt, sleeve, collar, shorts, training kit and others), all stadium sponsorship (naming rights, seating, bar areas and others), training ground sponsorship and other Club partnerships.

Guidance

Where agreements relate to multiple Seasons these should be recorded as shown in the profit and loss account. For example, a Club agrees a sponsorship agreement covering three Season's at £1.0m per Season but the total £3.0m cash receipts are received in Season one. The SCMP calculation should include £1.0m income for each of Seasons one to three to reflect the value of the services each Season as opposed to £3.0m in Season one and nil in Seasons two and three under a receipts basis.

Where a Club enters into a contra deal with a sponsor or commercial partner (e.g. perimeter advertising in exchange for the provision of motor vehicles to a Club) then the League may at its discretion request an independent third party valuation attaching to the supply being provided to the Club, this amount can be incorporated in Relevant Turnover (e.g. within Sponsorship income).

1.8.4 Matchday Programmes

1.8.5 Club Shop Merchandise – include both physical and online stores.

1.8.6 Club Lottery

1.8.7 Matchday Club Catering

1.8.8 Matchday Stadium Revenue Income generated through utilisation of the Stadium and facilities on a matchday (including, but not limited to, car parks, hotels, external catering providers).

Guidance

Clubs should be able to demonstrate to the League the level of directly attributable costs for each of the categories above through the provision of breakdowns and/or reconciliation to management accounts.

1.8.9 Other broadcast revenue – to include income derived from, for example (but not limited to) Club-operated broadcast channels (such as official Club YouTube channels and/or Radio and/or TV Channels) and official Club social media channels and/or Club films/series/documentaries.

1.9 The following income must be included in the SCMP Submission on a **Net Profit Basis**:

1.9.1 Non-Matchday Stadium Revenue – other income deriving from the utilisation of the Stadium shall be assessed on a case by case basis. This will include (but shall not be limited to) any event for which the Stadium site can be utilised, such as concerts, conferences and events, pitch hire, non-matchday hospitality, on-site accommodation (i.e. stadium hotels), groundshare agreements, leisure activities and charitable events. It shall also include the use of associated facilities, such as car parking.

1.9.2 Non-Matchday Asset Revenue – income derived from the use of facilities and/or assets owned or operated by the Club other than for their principle purpose by the Club, such as (but not limited to) training facilities, the Club's Academy, other offices (where separate from the Stadium), leisure facilities and/or hotels owned or operated by the Club.

1.10 Associated Party Commercial and Sponsorship Income – to be included on a cash receipt basis relevant to the rights provided in the Reporting Period only (i.e. if an Associated Party commercial agreement is for three years, only the cash to be received in the course of the Reporting Period and relevant to the rights provided within that same Reporting Period can be included). For the avoidance of doubt, this will include sponsorship income from an Associated Party.

Guidance

For the avoidance of doubt, 'Associated Party' in these Rules has the meaning given in Section 1 of the Regulations.

Example 1: If a Club has a sponsorship agreement with an Associated Party totalling £3.0m for the Season but are only due to receive cash receipts of £1.0m during the relevant Season, then only £1.0m can be included within the SCMP calculation at that point in time.

Example 2: If a Club has a sponsorship agreement with an Associated Party totalling £3.0m for three years but receives the full £3.0m in year one, only £1.0m can be included within the SCMP Calculation in the relevant Reporting Period, with the remaining £2.0m to also be split equally across the following two Seasons.

If the funds have not been received by the end of the Reporting Period and removal of the income results in a breach of the SCMP Requirement, the matter will be referred to the Club Financial Review Panel in accordance with rules as set out in Appendix 6 of the Regulations.

Clubs should note that Fair Value Assessment of sponsorship agreements are carried out in other divisions and by other Leagues. Clubs should acknowledge this as part of any future considerations. Nothing in these Rules, or in this guidance, constitutes a waiver by the League or any other League to conduct a Fair Value Assessment.

1.11 Football Association Distributions – Include any FA Cup prize money, commercial payments, facility fees and/or other Football Association distributions to Clubs on an actual basis. Budgets should assume the Club does not progress past Round 1 of any competition.

1.12 Third Party Donations – Donations from independently run lotteries, PFA contributions for Private Medical Insurance (provided the relevant cost has been included within the Club's Player Related Expenditure) and small gifts from third party benefactors are allowable.

1.13 Insurance Receipts – compensation or insurance receipts due to cancelled fixtures can be included (as a replacement for the ticket monies for the relevant fixture(s)), such receipts are to be included on a cash

receipt basis. Other insurance / compensation received can be included where the Club can demonstrate to the League that such receipt effectively replaces another allowable Relevant Turnover or is in compensation for Player Related Expenditure incurred by the Club in the Relevant Period.

Guidance

Where an insurance claim straddles more than one Reporting Period, a Club can apply to the League for receipts to be included in one of those Reporting Periods. Any such application shall be assessed and determined by the League, acting reasonably, on a case by case basis.

1.14 Women's Team Revenues – all revenue attributable to a Club's Women's team and operations shall be excluded. Where income relates to both the Men's first team and the Women's team, the relevant agreement should reference the amount allocated to each. Where the agreement does not reference such an allocation, the League shall apply its own allocation to the income.

1.15 Other Football Income – To be assessed on a case by case basis. For example, any new income streams not covered by the other categories included herein. Such income streams must be brought to the attention of the League and the treatment of such shall be agreed upon prior to the conclusion of the SCMP Calculation.

1.16 Forward Financing:

1.16.1 Distributions - If Premier League Distributions which are relevant to the Reporting Period (a Parachute Payment for example) have been received by the Club in Cash in a prior Reporting Period as a result of 'forward financing'', the amounts received in the earlier period may not be included in the calculation of Relevant Turnover.

Guidance:

If a Club is relegated from the Premier League at the end of Season;

Competes in the Championship is Season 2024/25 but is relegated to League One at the end of that Season; and

Forward finances 100% of its Year 1 Parachute Payment from the Premier League and 70% of its Year 2 Parachute Payment, receiving those amounts during Season 2025/26

IT FOLLOWS THAT

The Club will only be able to include 30% of the Year 2 Parachute Payment within the calculation for Relevant Turnover for Season 2026/27, its first in League One.

1.16.2 Season Ticket Revenue - Where Season tickets are sold covering more than one Season, income should be declared pro-rata for the relevant Season.

Guidance

If a Club sells season tickets covering two seasons, only 50% of the total income from a season ticket sale should be included in the applicable Season's calculation. The remaining 50% will be included in the following Seasons calculation.

If a Club sells season tickets in Season for the following Season, those sales should be included in the following Seasons calculation (i.e. the Season in which the supporter gets the benefit of the season ticket, not the one in which they made the advanced payment).

1.16.3 Any other income referred to in paragraphs 1.3 to 1.16 of Appendix A which is (or is to be) forward financed by the Club should be notified to the League as soon as possible and will be assessed on a case by case basis. The League's default position will be that the income in relation to these revenue streams should be recognised in accordance with generally accepted accounting principles.

1.17 Other notes:

1.17.1 No loan funding, from whatever source and on whatever terms, should be included in Relevant Turnover.

1.17.2 Any income generated by the operation of Non-Matchday Assets outside of standard football facilities (including but not limited to those listed at paragraph 1.9.2) by any Group or Group Undertaking can be assessed on a case by case basis by the League.

1.17.3 Income of (including grants provided to) a Club's Community Organisation must not be included in the Club's calculation of Relevant Turnover.

1.17.4 Bad debts should be netted off against the Relevant Turnover line in the period in which any bad debt provision is made.

1.17.5 Management charges received from any Group companies (including Group Undertakings) should be excluded from income in the year in which the charges are levied.

1.17.6 R&D Tax credits result in different cashflow outcomes for Clubs depending on their tax position. For the avoidance of doubt, from Season 2025/26 onwards, R&D tax credits cannot be included within the Club's calculation of Relevant Turnover

1.17.7 Any income related to the Club's academy or youth teams cannot be included within the Club's calculation of Relevant Turnover. This includes any sponsorship, grant funding, ticket sales etc.

1.17.8 Unless specifically allowed in the paragraphs above, any proceeds or profits from the sale / lease of tangible assets or intangible assets (excluding Players) or rights related to tangible assets or intangible assets (excluding Players) cannot be included in the Club's calculation of Relevant Turnover.

2. Player & Manager Trading Income

2.1 Player Trading Income shall be included on a cash receipts basis as and when received / paid in the Relevant Transfer Period, unless otherwise stated. It is a calculation of Transfer Income less Transfer Expenditure.

2.2 Payments made to or received from other Clubs by way of compensation for Managers (or equivalent) that have joined or left the Club (as applicable) during the P&M Cost Period should be included.

Guidance

Any compensation paid or received for any Club staff who move with any incoming or outgoing Manager (such as any assistant managers, coaches, physios etc) shall not be included in the SCR Calculation.

2.3 Transfer Amounts received in a different Relevant Transfer Period to that in which it was contracted to be received will be treated as being received on an actual receipts basis (i.e. if a Club receives an accelerated payment of a Transfer Fee, the Club must include it in real time when received and not when the contract stipulated that the Club would have received it).

2.4 Transfer Amounts paid in a different Relevant Transfer Period to that in which it was contracted to be paid will be treated as being paid in real time (i.e. when the payment is made), not when the contract stipulated that it should have been paid.

2.5 Transfer Amounts relating to compensation set or determined by FIFA (or other bodies) shall be treated as being paid on the date of receipt of the Transfer Amount by the creditor Club.

2.6 Any Loan Fees to be paid or to be received must be included. When assessing the calculation, the League shall have the right to make reasonable assumptions based on any contingency payments

due pursuant to the Loan Agreement. Any receipts in respect of Loan Wages must be net of any Player Wage Costs.

2.7 Any advances of Transfer Amounts received by the Club from a Financial Institution can only be included in the Reporting Period in which the Transfer Amount is contracted to be received from the Financial Institution and shall reflect the discounted amount only.

2.8 In respect of amounts which are contracted to be received or paid in accordance with any contract (transfer agreement or compensation agreement) originally entered into and registered with The League on or before 6 May 2022, the Club should include the Transfer Income / Transfer Expenditure during the Reporting Period of the SCMP Submission (and not the Relevant Transfer Period).

Guidance

For example, if Club A (Reporting Period to 30 June) entered into a transaction on 31 January 2022 to sell Player 1 with the following instalments, paragraphs 2.1 to 2.6 apply and would be recognised in SCMP as follows:

- *30 June 2022 - £100k – captured in SCMP for Season 2021/22*
- *30 June 2023 - £100k – captured in SCMP for Season 2022/23*
- *30 June 2024 - £100k – captured in SCMP for Season 2023/24*
- *30 June 2025 - £100k – captured in SCMP for Season 2024/25*
- *30 June 2026 - £100k – captured in SCMP for Season 2025/26*

If the Club entered into a similar transaction on 1 June 2022, paragraphs 2.1 to 2.6 apply and it would be treated as follows for SCMP:

- *30 June 2022 - £100k – captured in SCMP for Season 2022/23*
- *30 June 2023 - £100k – captured in SCMP for Season 2023/24*
- *30 June 2024 - £100k – captured in SCMP for Season 2024/25*
- *30 June 2025 - £100k – captured in SCMP for Season 2025/26*
- *30 June 2026 - £100k – captured in SCMP for Season 2026/27*

In the event that a Club was contracted to receive a payment on 1 May 2025 but is paid on 30 April 2025, the Club would be required to include this in Season 2025/26's SCMP Submission.

Note that any variations to contracts that take place after 6 May 2022 will be treated in accordance with paragraphs 2.1 to 2.6.

2.9 Any Transfer Amounts to be paid to or received from Clubs which are considered to be paid from/to an Associated Party, shall be subject to a fair value assessment. A Club should, on request by the League, provide an independent third party valuation report.

2.10 If the League does not agree that the value of the Transfer Amount (in its totality) is fair value, it shall restate the amounts within the SCMP submission to fair value.

APPENDIX B – ALLOWABLE EQUITY INJECTION INCOME

Allowable Equity Injection Income can be summarised as shown below, with explanatory notes to explain the various treatments of different sources of equity and/or cash injections and donations.

These amounts should be included in line with the Club's Reporting Period.

1 **Allowable Equity injections**

1.1 Injections from those income sources defined below will be included as Allowable Equity Injection Income in accordance with the calculation at 1.2 of this Appendix (unless stated otherwise).

1.2 '**Allowable Equity Injection Income**' means:

1.2.1 100% x the first £500,000 of cash receipts from Equity Injections, Cash Injections and/or Donations received during the Reporting Period (in any format as defined in Paragraphs [X] to [X] below), plus

1.2.2 75% x the next £250,000 of cash receipts from Equity Injections, Cash Injections and/or Donations received during the Reporting Period (in any format as defined in Paragraphs [X] to [X] below), plus

1.2.3 60% x the next £250,000 of cash receipts from Equity Injections, Cash Injections and/or Donations received during the Reporting Period (in any format as defined in Paragraphs [X] to [X] below), plus

1.2.4 for any further cash receipts from Equity Injections, Cash Injections and/or Donations received during the Reporting Period (in any format as defined in Paragraphs [X] to [X] below) in excess of £1,000,000, the percentage applied will be:

(a) For League Two Clubs 50%.

Guidance

For example, a League Two Club received £1,500,000 and a £100,000 donation in its Reporting Period. The amount that can be included is calculated as follows:

Total injections (equity and donation): £1,600,000

To be included:

First £500,000 x 100%	*£500,000*
Next £250,000 x 75%	*£187,500*
Next £250,000 x 60%	*£150,000*
Remaining £600,000 x 50%	*£300,000*
Total Allowable Equity Injection	***£1,137,500***

1.3 Donations – Donations from a single person / entity exceeding £10,000 per Reporting Period (inclusive of Donations towards Player salary costs, payment for taxation losses etc.) must be evidenced by a bank receipt or statement to show funds have been credited to the Club's bank account before being included in the Club's SCMP Submission, a signed Letter (in the format required by The League from time to time and which as at the date of these Rules, is as set out in Appendix E) must be received by The League to confirm that there is no interest linked to the donation or any requirement for future repayment of the donation by the Club.

1.4 Donations from a single person / entity not exceeding £10,000 on a cumulative basis per Reporting Period do not automatically need to be evidenced by a bank receipt or statement or supported with a

signed Letter as described in Rule 1.3 above. However, the League will have the right to request evidence as it sees fit on a case by case basis.

1.5 Cash Injections – Before being included in the Club's SCMP Submission, significant cash injections from companies or benefactors must be evidenced by a bank receipt or statement to show funds have been credited to the Club's bank account and a signed Letter (in the format required by The League from time to time and which as at the date of these Rules, is as set out in Appendix E) must be received by The League to confirm that there is no interest linked to the cash injection or any requirement for future repayment by the Club of the cash injection.

1.6 Equity Injections – Only include non-redeemable Equity injections received in the relevant Reporting Period. The conversion to Equity of any debt and/or writing off of any debt, where such debt was created in any prior Reporting Period, does not constitute a form of revenue as no cash injection is provided to the Club to finance wages in the current Reporting Period. Further, any linked transactions whereby loans are repaid followed by an injection of cash in exchange for Equity, will not be allowed. Before being included in the Club's SCMP Submission, any injection of cash as Equity must be evidenced by a bank receipt or statement to show funds have been credited to the Club's bank account, and a copy of the signed Companies House forms confirming the issue of new share capital must also be received by The League.

Guidance

If cash has been provided to the Club by way of a loan or as debt during the Reporting Period and then either converted to equity or written off as an expense to the Profit and Loss Account in the same Reporting Period, that amount can be included as an Equity Injection at the date of conversion / write off.

Where a Club offers equity to investors then that equity is included in the year in which that offer becomes unconditional and the cash is received.

1.7 For Equity Injections, Cash Injections and Donations to be included in the SCMP Calculation they must be confirmed, at the point of payment to the Club, as non-redeemable or non-returnable. Any Club redeeming or making any repayment of any kind whatsoever shall be guilty of misconduct and referred to the Club Financial Review Panel as a Compliance Matter in accordance with Appendix 6.

1.8 Accumulated Profit – Only include reserves extracted from audited Annual Accounts that have been filed with Companies House where it can be evidenced that the accumulated profit has been generated through trading. For the avoidance of doubt any revaluation reserves do not qualify for inclusion. Club needs to be in net asset position on balance sheet. On a case by case basis, the League may approve for this to be extracted from, and included based on a Club's management accounts if those up to date management accounts can be fully reconciled to the latest audited Annual Accounts.

1.9 No loan funding, from whatever source and on whatever terms, should be included in Allowable Equity Injection Income.

APPENDIX C – DEFINITION OF PLAYER AND AMANGER RELATED EXPENDITURE

1. P&M Related Expenditure includes all expenses that are due during a Reporting Period to, or in respect of, a Contract Player, Temporary Contract Player or Under 21 Player or the Club's First Team Manager (or equivalent) under the terms of their contract (save for any payments made in accordance with clause 19.2 of the Standard Contract or equivalent), calculated in accordance with the following paragraphs.

2. Those Players transferred out on loan must be excluded for any period that they are out on loan. As Clubs have the ability to share the wages of Players sent out on loan, then the treatment of wages must be treated in line with contributions made by each Club.

3. Any payments made to Managers (or equivalent) that have left the Club either in a previous Reporting Period or during the relevant Reporting Period that do not relate to the period in which the Manager was in situ, are excluded from the SCR Requirement.

4. Clubs must include all Players and Managers registered with them at any point during the current Reporting Period, along with their associated costs for the period of registration or (for Managers) time in post.

   Guidance

   The above paragraph is included to ensure any settlement and or termination payments (or similar) made to Managers (or equivalent) following the termination of their contracts is not included in Manager Related Expenditure and only costs incurred by the Club covering the period of time in which the relevant Manager was an employee of the Club are included.

5. Any salary, fees or remuneration due under the terms of the Player's and Manager's contract and any image rights contract (if any) must be included. This would include not only basic salaries but also any additional salary payments which may become due dependent upon age etc and any sums due under any separate team or individual bonus scheme or other remuneration linked agreement made between the Club and the Player (whether directly or indirectly), or any other payment due to be made to a Player in connection with the Player's employment howsoever determined as paid by the Club or an Associated Party.

6. Clubs must include any signing on fees due to be paid on registration of a Player and/or Manager.

7. Any additional payments which may become dependent upon appearances, either full or substitute appearances, or Club performances or other contingent requirements must be included.

8. Clubs must include any match, win, loyalty, promotion or other kind of bonus, save that bonuses paid and/or received (as income) directly in connection with any play-off fixture and/or promotion, can be included in either the existing or the following Reporting Period at the Club's discretion.

   Guidance

   Any promotion bonus must be in line with divisional averages and must not be excessive by reference to the division above the one in which the Club is competing when the bonus amount is agreed.

   Bonuses should be relative to the income generated from achieving the triggering event (i.e. promotion or progression in a Cup competition).

9. Include any accommodation, holiday, or relocation expenses (to include all expenses met on behalf of the Player and Manager whether the expenses are legal, removal, travel or other associated costs). Any payment by a Club for the benefit of a Player's and/or Manager's Connected Party (for example, but not limited to the purchasing or renting of a property) shall also be included.

10. Include the cost to the Club of providing any benefit in kind, such as the cost of vehicles used privately (the P11d benefit figure should be used in calculating the cost to the Club) and any hotel expenses (other than those directly relating to matches). It is not proposed to include training/fitness Player Related Expenditure. Any payment by a Club for the benefit of a Player's and/or Manager's Connected Party (for example, but not limited to, the purchasing or other financing of a vehicle) shall also be included.

11. Any loan made, or to be made to a Player and/or Manager (including any loans made to or for the benefit of their Connected Party) which is not repaid within the same Reporting Period must be included as other Player Related Expenditure or Manager Related Expenditure.

12. Clubs must include National Insurance Contributions and taxes accrued by the Club in respect of the Player and Manager.

13. Include any Agents' Fees payable by the Club, as well as any settled by the Club on the Player's and Manager's behalf.

14. Pension contributions due in respect of any Player and Manager in relation to the current Reporting Period.

15. Clubs must include any insurance premiums paid in respect of any Player and Manager. Personal accident, health and life insurance etc., whether or not these are specifically provided for under the terms of any employment contract should be included. This does not include insurance premiums paid on the Club's behalf by the League.

16. Any personal expenses paid as well as other expenses ordinarily and necessarily incurred in connection with complying in full with the obligations under the terms of any employment contract should be included within the P&M Related Expenditure.

17. Exclusions may apply in respect of any Players who are declared permanently unfit to play at any point during the P&M Cost Period, for the period after such declaration, but not for any other period of incapacity (e.g. short term injury and short term illness etc.). Such a declaration must be supported by medical documentation to the satisfaction of the League.

    Guidance

    For the avoidance of doubt, 'permanently unfit to play' in this paragraph 16 of Appendix C shall mean unable to participate in any first team fixtures for the remainder of the P&M Cost Period (i.e. the remainder of the current Season).

    For example, if a Player is injured on 1 November 2024 and there is a medical documentation stating the Player will not be able to play in a first team fixture before the end of Season 2024/25, Individual Player Salary Costs relating to that Player from 1 November 2024 to the end of the P&M Cost Period shall be excluded from Player Related Expenditure when assessing the Club's compliance with the SCMP Requirement.

    If the Player may be able to participate in first team fixtures prior to the end of the P&M Cost Period, no exclusions will be allowed.

18. Redundancy and/or Compromise payments made to Players (e.g. the payment of the balance of the contract as a lump sum which has been discounted to represent accelerated receipt) must also be included for the purposes of determining Player Related Expenditure. Where redundancy payments are staged they should be allocated into the SCMP Submission for the Reporting Period in which the payments fall due.

19. Some Clubs appoint Players and/or Managers to other roles e.g. player manager or coach. So as to avoid Clubs seeking to load salary payments in favour of the second role, the payments under both roles will be amalgamated and the total will be attributed as Player Related Expenditure or Manager Related Expenditure (as appropriate) for the purposes of determining compliance with the SCMP Requirement. Clubs will have the right to apply to The League to exclude the payments relating to the individual's secondary role.

    Guidance

    The League's general approach will be to require the Club to demonstrate that the sums paid in relation to the alternative role are bona fide and is not being used a device to load salary payments in favour of the second role. The League may ask the Club to provide:

- *details of the work being undertaken by the Player or Manager (as applicable) in respect of the second role;*
- *the relevant employment contract;*
- *where relevant, evidence of any coaching badges being completed by the Player; and*
- *any other information that the League may require.*

20. All of the P&M Related Expenditure listed in this Appendix C will be described as being made to a Player, Manager or any Connected Party or third party on his behalf, either directly or indirectly, whether in this country or elsewhere.

APPENDIX D - SELF-CERTIFICATION FORM

SALARY COST MANAGEMENT PROTOCOL

LEAGUE TWO

On behalf of _____ Football Club I enclose the necessary registration documents in respect of the permanent / loan / loan extension / signing of

_____

(Player name).

I confirm that having made due enquiry of the Club's current and anticipated financial outturn for the current Reporting Period (as detailed in the most recent SCMP Submission) this registration will not result in the Club breaching the SCMP Requirement.

Signed: _____

(duly authorised official in accordance with Rule 10.2)

Position: _____

Date: _____

APPENDIX E – TEMPLATE LETTER

[To be drafted on Company/Personal Letterhead]

[Addressed to the Football Club]

[Date]

Dear Sirs,

Re: Non-Repayment of [Cash Injection / Donation] to [Football Club Full Company Name] (Club)

This letter is to confirm that [I/We] have made a [Cash Injection / Donation] of [X] to [Football Club FC Limited].

[I/We] confirm that:

- the [Cash Injection / Donation] is a permanent [payment/ donation] to the Club with no linked interest payable by the Club to [me/us] or any other third party at any time; and
- there is no future requirement for the Club to repay the [Cash Injection / Donation].

Yours faithfully

[Printed Name]

[Position]

[Address]

APPENDIX 6 CLUB FINANCIAL REVIEW PANEL

1 **Definitions**

1.1 **'Additional Member'** means a person who:

1.1.1 meets the criteria set out at paragraph 2.3; and

1.1.2 is appointed by Sports Resolutions or such other body as The League may determine from time to time.

1.2 **'Business Plan'** means the terms of a business plan prepared in accordance with Regulation 16.22.

1.3 **'CFRU Decision Review'** means:

1.3.1 a dispute brought by a Club arising from a decision of The League in the context of the Financial Regulations; and/or

1.3.2 Review Applications (as defined in Appendix 5 part 1);

1.4 **'Chair'** means a person who:

1.4.1 meets the criteria set out at paragraph 2.2; and

1.4.2 is nominated by Sports Resolutions or such other body as The League may determine from time to time.

1.5 **'Compliance Matters'** means:

1.5.1 any allegation brought by CFRU that a Club is in default of any obligation or other requirement as set out in any Financial Regulation(s) (whether such allegation was made by the CFRU (or The League) prior to the creation of the CFRP);

1.5.2 ratification of Agreed Decisions proposed by a Club and CFRU in relation to matters concerning the Financial Regulations in accordance with the procedures set out in Regulation 85 as if the same were set out in this Appendix 6;

1.5.3 disciplinary cases brought by CFRU in relation to a Club's alleged non-compliance with any decision made pursuant to any of the Financial Regulations prior to the date of the adoption of this Appendix 6.

1.6 **'Financial Regulations'** means:

1.6.1 Regulation 16 (*Club Financial Records*);

1.6.2 Regulation 17 (*HMRC Reporting*);

1.6.3 Regulation 52.6 (Fee Restrictions);

1.6.4 Regulation 54 (*Non-payment to Players*);

1.6.5 Regulation 64.7 (*Conditions of contract*); and

1.6.6 the Financial Fair Play Regulations.

1.7 **'Vice-Chair'** means an Additional Member elected to that position in accordance with Rule 2.4 below.

2 **Composition of the CFRP**

2.1 The CFRP will comprise of:

2.1.1 a Chair; and

2.1.2 no less than 4 Additional Members but no more than 6 Additional Members, of which 1 will be the Vice-Chair.

2.2 The Chair must meet the following criteria:

2.2.1 be qualified in accordance with the provisions of Regulation 97;

2.2.2 have extensive knowledge of best practice in the area of sports related dispute resolution;

2.2.3 have recent, relevant experience in sports regulatory proceedings, including acting as chair of any:

(a) Disciplinary Commission; or

(b) League Arbitration Panel; or

(c) commission or panel of an equivalent standing that was established in accordance with the rules or regulations of any Sports Governing Body (as defined in Appendix 3 of the Owners' and Directors' Test); or

(d) ordinary and/or appeal arbitration panel of the Court of Arbitration for Sport; and

2.2.4 have recent, relevant experience in financial regulatory matters in a sector or industry outside of professional sport; and

2.2.5 have been ratified by an ordinary resolution.

2.3 An Additional Member must meet the following criteria:

2.3.1 be either:

(a) qualified in accordance with the provisions of Regulation 99 (a '**Legally Qualified Person**');

(b) hold an appropriate qualification awarded by a qualifying body (as defined in part 16 of the Companies Act 2006) with 10 years post qualification experience inclusive of both accountancy and auditing (an '**Audit Person**'); and/or

(c) have extensive and demonstrable experience in football administration (a '**Football Person**'); and

2.3.2 have a working knowledge and awareness of the obligations of:

(a) the Financial Regulations; and

(b) a Club and its auditor pursuant to Parts 15 and 16 of the Companies Act 2006 and any applicable reporting standards.

2.4 The Vice-Chair:

2.4.1 must be an Additional Member; and

2.4.2 a Legally Qualified Person; and

2.4.3 have been ratified by an ordinary resolution.

2.5 The Chair and Additional Members must not:

2.5.1 be a representative or employee of The League, Premier League or the Football Association (other than by virtue of their appointment under this Appendix 6 or any equivalent panel constituted under the rules of either the Premier League or Football Association);

2.5.2 be a Director, Official or Associated Party of a Club (or hold any equivalent position in respect of any Premier League club);

2.5.3 accept any instruction, whether appearing as advocate or otherwise, from a party to any proceedings or process before the CFRP; and

2.5.4 be appointed or to continue to be appointed where they are subject to a Disqualifying Condition (as defined in Appendix 3 – Owners' and Directors' Test).

2.6 The Chair, Vice Chair and Additional Members forming the CFRP have already been approved by ordinary resolution for a term ending in June 2024.

2.7 The term of:

2.7.1 the Chair's appointment shall (subject to ratification by Clubs in accordance with the principles of paragraph 2.2.5) extend by three years from June 2024 (and they shall be eligible to serve up to two further terms of three years (again subject to ratification);

2.7.2 the Vice Chair's appointment shall extend by two years from June 2024, and they shall be eligible to serve up to two further terms of three years;

2.7.3 Additional Members shall be fixed at two or three Seasons from June 2024, as determined by the Chair, with the objective of ensuring that the terms of the Audit Persons and Football Persons stagger to ensure continuity of membership, and thereafter they shall be eligible to serve up to two further terms of three years.

3 Matters reserved to the CFRP

3.1 The CFRP will have jurisdiction over Compliance Matters, Call-in Reviews and CFRU Decision Reviews.

4 Referral of Compliance Matters to the CFRP

4.1 The CFRU will be responsible for referring Compliance Matters to the CFRP.

4.2 When referring a Compliance Matter to the CFRP the CFRU will be required to submit a report to the Chair and the Club concerned which will include the following as a minimum requirement:

4.2.1 the CFRU's results of its review and questions that it has put to the Club;

4.2.2 the Club's responses to any questions raised by the CFRU; and

4.2.3 the CFRU's recommendation,

(the '**Report**').

4.3 Within 14 days of receiving the Report, the Club will confirm whether it agrees with the Report and any recommendations contained therein or not.

4.4 Where the Club confirms that it does not agree with the Report (or any part of the Report), the Club will at the same time, provide the CFRP and the CFRU with its written observations, together with any supporting documentation.

4.5 The Club will not be permitted to submit any further documents to the CFRP after that deadline save:

4.5.1 in exceptional circumstances and with the consent of the CFRP; or

4.5.2 where the CFRU consents; or

4.5.3 where the CFRP requests additional documentation from the Club.

4.6 If the Club does not agree with the recommendation of the CFRU, both the CFRU and the Club will have the right to request a hearing before the CFRP. The Chair also has the right to order that a hearing take place where it deems appropriate.

5 Call-in Reviews

5.1 In accordance with Rule 2.16 of Part 1 of Appendix 5, the CFRP has the power to undertake a Call-in Review.

5.2 There is no time limit on the right to exercise a Call-in Review.

Guidance

Whilst no formal limit is set for any Call-in Review, the CFRP will ordinarily seek to exercise any right to undertake a Call-in Review within 28 days of submission of a Club's P&S Calculation in accordance with Appendix 5, Rule 2.14.

5.3 Where the CFRP decides to conduct a Call-in Review:

5.3.1 the CFRP shall give notice to that effect on both the Club and the CRFU;

5.3.2 at the same time provide details of those matters where the CFRP requires further evidence and/or submissions from the Club and/or CFRU; and

5.3.3 shall set directions for the determination of the Call-in Review.

5.4 Following the determination of the Call-in Review, the CFRP shall have the power to:

5.4.1 confirm the original decision of the CFRU; or

5.4.2 annul the original decision and issue its own decision with written reasons ('**Call-In Review Decision**').

5.5 The relevant Club shall have the right to appeal a Call-in Review Decision made pursuant to Rule 5.4.2, to a League Arbitration Panel ('**CFRP Dispute**').

5.6 In the case of a CFRP Dispute, the League Arbitration Panel sits as a review body exercising a supervisory jurisdiction and this section of the Regulations shall not operate to provide an appeal against the Call-in Review Decision and shall operate only as a forum and procedure for a challenge to the validity of such a decision under English law on the grounds of:

5.6.1 ultra vires (including error of law if that error of law makes such a decision ultra vires); or

5.6.2 irrationality; or

5.6.3 procedural unfairness.

Guidance

If the original CFRU decision is confirmed by the CFRP Call-in Review, then the Club shall have no additional right of appeal pursuant to Appendix 6, Rule 5.5 and Rule 5.6 above.

6 **Referral of CFRU Decision Reviews to the CFRP**

6.1 A Club will be responsible for referring CFRU Decision Reviews to the CFRP.

6.2 When referring a CFRU Decision Review to the CFRP a Club will be required to submit a report to the Chair and the CFRU which will include the following as a minimum requirement:

6.2.1 details of the decision made by the CFRU;

6.2.2 the Club's submissions to the CFRU to date which relate to the decision of the CFRU and any responses received by the CFRU;

6.2.3 a statement describing the nature of the Club's dispute and the relief claimed,

a '**CFRU Decision Review Report**'.

6.3 A Club must submit a CFRU Decision Review Report within 14 days of the relevant decision of the CFRU being made.

6.4 Within 7 days of receiving the CFRU Decision Review Report, the CFRU will either:

6.4.1 confirm whether it agrees with the CFRU Decision Review Report; or

6.4.2 confirm that it does not agree with the CFRU Decision Review Report (or any part of the CFRU Decision Review Report) and will at the same time provide the Club and CFRP with its written observations, together with any supporting documentation.

6.5 Neither party will be permitted to submit any further documents to the CFRP after the relevant deadlines save:

6.5.1 in exceptional circumstances and with the consent of the CFRP; or

6.5.2 where the other party consents; or

6.5.3 where the CFRP request additional documentation from the Club.

6.6 Both the CFRU and the Club will have the right to request a hearing before the CFRP. The Chair also has the right to order that a hearing take place where it deems appropriate.

6.7 In respect of CFRU Decision Reviews, the CFRP sits as a review body exercising supervisory jurisdiction and this Rule shall not operate to provide an appeal against the decision and shall operate only as a forum and procedure for a challenge to the validity of such decision under English law on the grounds of:

6.7.1 ultra vires (including error of law); or

6.7.2 irrationality; or

6.7.3 procedural unfairness,

and where the decision directly and foreseeably prejudices the interests of a person or persons who were in contemplation of The League.

7 **Hearings**

7.1 Any hearing must take place within 28 days of the Chair receiving the Report or the CFRU Decision Review Report.

7.2 All hearings shall take place in front of the Chair (or Vice-Chair) and at least 1 Additional Member who is an Audit Person and at least 1 Additional Member who is a Football Person.

7.3 The Club Financial Report Panel sits as an expert panel and not as an arbitral panel or an Applicable Tribunal. Appendix 2 therefore does not apply.

7.4 Hearings may be attended by:

7.4.1 the Club and its Officials; and

7.4.2 The League; and

7.4.3 any other person with the permission of the Chair.

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

7.6 The Chair will have overall control of the conduct of the hearing and shall decide all procedural matters and will not be bound by any judicial or evidential rules in relation to such matters.

7.7 Subject to paragraph 11, all hearings are confidential and the content may not be disclosed or published.

8 **Duties of participants**

8.1 The League (including its officers) and the Club (including any Official or Director of the Club) must fully co-operate with any matter referred to the CFRP.

8.2 Any failure to fulfil a duty of co-operation will allow the CFRP to draw adverse inferences.

8.3 Any member of the CFRP must disclose any circumstance that might give rise to a conflict of interest in respect of any matter that is referred to the CFRP. In the event of any dispute the matter shall be finally determined by the Chair (or, if the matter relates to the Chair, the Vice-Chair).

9 **Decisions**

9.1 Save for those matters reserved to the Chair, the CFRP will make its final decision on all matters by a majority with abstentions being taken into account and in the event of a tie the Chair will have the casting vote. Where the Chair has removed themselves from deliberations, the Vice-Chair will have the casting vote.

9.2 Where a hearing has taken place, any Additional Member who did not attend the hearing will abstain from voting on any decisions relating to that matter.

9.3 Following deliberations, the CFRP has the power to:

9.3.1 determine whether the Club has breached any requirements set out in the Financial Regulations;

9.3.2 require the Club to provide further information;

9.3.3 exercise the powers of The League as set out in Regulation 16.22;

9.3.4 impose any sanction that could be imposed by a Disciplinary Commission in accordance with Regulation 93;

9.3.5 ratify the terms of an Agreed Decision;

9.3.6 ratify the terms of a Business Plan;

9.3.7 where a Club has failed to comply with its obligations under the Financial Regulations to provide information to the CFRU, without prejudice to any other sanction that the CFRP deems appropriate:

(a) direct The League to suspend making interim payments from the Pool Account to the Club (in accordance with Article 44); and/or

(b) order the withdrawal or loss of benefit otherwise available to the Club by way of basic award or ladder payment,

for such a period of time until the Club complies in full with its obligations under the Financial Regulations (following which the withheld basic award will provided to the Club in full) or such other period of time as the CFRP deems appropriate;

9.3.8 determine any question of law or fact arising;

9.3.9 determine any question as to its own jurisdiction;

9.3.10 make any other decision as the CFRP may think fit.

9.4 Decisions of the CFRP will be binding on the Club and The League.

10 **Costs**

10.1 The League and the Club will bear its own costs in relation to proceedings before the CFRP unless provided for in the Financial Regulations.

Guidance

For example the costs associated with assessment of Fair Market Value in accordance with P&S Rule 2.6.

10.2 The CFRP will have the power to make an order that the Club pays the costs (or a proportion thereof) of the CFRP.

11 Publication

11.1 Any CFRP may publish any decisions subject to appropriate redaction to protect third party confidentiality.

Guidance

The starting position is that all decisions will be published but it is not the intention that all P&S and SCMP results will be published having been referred to the Panel as passes.

12 Appeal

12.1 Either The League (acting via the CFRU) or the Club may appeal a decision made by the CFRP in respect of a Compliance Matter relating to that Club only (a '**CFRP Appeal**').

12.2 A decision made by the CFRP in respect of a CFRU Decision Review is final and binding may not be subject to an appeal.

12.3 A preliminary or procedural decision of the CFRP may not be subject to a CFRP Appeal unless:

12.3.1 the decision is dispositive (i.e. it amounts to a final resolution of the matter); or

12.3.2 the decision though not dispositive of itself, is subsequently incorporated into a final decision.

12.4 A CFRP Appeal shall be heard and determined by the League Arbitration Panel sitting as an appeal body in accordance with the provisions of:

12.4.1 in the context of decisions made by the CFRP in relation to charges of Misconduct, Regulation 96.5;

12.4.2 in all other matters, Regulation 96.4,

supplemented by the provisions of Section 9 and this Appendix 6. In the event of any conflict between Section 9 and this Appendix 6, this Appendix 6 will prevail.

12.5 Any party wishing to bring a CFRP Appeal must, within 14 days of the making of the final order by the CFRP, serve on The League (acting via the CFRU) and any other party to the original proceedings:

12.5.1 written notice of the intention to bring a CFRP Appeal; and

12.5.2 a statement setting out the grounds of the CFRP Appeal.

12.6 A Club wishing to bring a CFRP Appeal shall also lodge with The League (acting via the CFRU) a deposit of:

12.6.1 £10,000 for a Club in the Championship division;

12.6.2 £3,000 for a Club in League One; and

12.6.3 £1,500 for a Club in League Two,

in respect of the costs of the CFRP Appeal.

12.7 Unless otherwise agreed by the parties or so ordered by the League Arbitration Panel, the League Arbitration Panel shall hear any CFRP Appeal within 28 days of the documents referred to at paragraph 12.5 being served in accordance with that paragraph 12.

12.8 Any party against whom penalties were imposed under this Appendix 6 may apply, initially in writing, to the League Arbitration Tribunal for an order that such penalties be suspended pending the resolution of the CFRP Appeal. The League Arbitration Tribunal shall determine any such application having regard to the merits of the CFRP Appeal and the representations of the other parties.

12.9 No new evidence shall be admitted in respect of a CFRP Appeal unless the League Arbitration Panel determines that:

12.9.1 the evidence was not available at the time of the hearing before notwithstanding the exercise of reasonable diligence by the person seeking to introduce it;

12.9.2 the evidence is credible; and

12.9.3 the evidence is relevant.

12.10 Following a CFRP Appeal, the League Arbitration Tribunal shall have the power to:

12.10.1 confirm the decision; or

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

12.10.3 order a rehearing in front of the CFRP.

13 **Indemnity**

13.1 Each Club acknowledges and agrees that a member of the CFRP (or any League Arbitration Panel hearing a CFRP Appeal) shall not be liable for anything done or omitted in the discharge or purported discharge of their functions as a member of the CFRP (or any League Arbitration Panel hearing a CFRP Appeal) unless the act or omission is proven to have been in bad faith.

APPENDIX 7 STANDARD CLAUSES FOR MANAGER CONTRACTS

1. The Manager shall observe and comply with the rules and regulations for the time being in force of any organisation or body the rules and regulations of which the Club is bound to observe including those of The Football Association and the League.

2. The Manager shall comply with all reasonable instructions and requests;

    a. given to Club Managers by the League; or

    b. given to the Manager by the Club,

    which arise in the first case out of any commercial contract entered into by the League for the benefit of its members or in the second case out of any such contract entered into by the Club for its own benefit and the Manager shall not himself enter into any such contract which conflicts or competes or is reasonably likely to conflict or compete with those entered into by the League or by the Club as aforesaid.

3. [Notwithstanding clause [##]], any dispute arising out of or in connection with this contract shall be referred to and finally resolved by arbitration under FA Rule K, which rules are deemed to be incorporated by reference into this clause.

APPENDIX 8 RETURN TO PLAY PROTOCOLS

Available on The League's SharePoint site accessed via the Club Portal system.