

MEMBERSHIP RULES OF ESSEX COUNTY FOOTBALL ASSOCIATION LIMITED ("the Association")

1. Qualification for Membership - Clubs - Schools - Competitions

- (a) All Associations' Competitions and Clubs playing according to the Laws of the Game, and the Rules and Regulations of The Football Association, and having their Grounds or Headquarters within the County, shall be eligible for membership, subject to the approval of the Council, who shall have power to decide in which category, Premier League, Football League, National League System, Junior, Veterans, Women, Youth, Girls or Schools, a Club/School shall be registered.

Youth Status

To qualify for youth status all Players of a Club will have not reached the age of 18 years before 31 August of the current Season.

Players under the age of 11 as of midnight on 31 August of the Season in question must play in affiliated Small Side football as sanctioned by the Association.

Mixed Football

As per FA Rule C4 (A) (e) (v) A child in the age groups Under 7 to Under 18 inclusive may play in a match involving boys and girls.

All Clubs, upon application for affiliation to the Association, and at any time thereafter when so required, shall satisfy the Council that they are properly constituted. A Competition shall be eligible for membership when all Clubs connected with it are affiliated to an Association recognised by The Football Association and the Competition itself has received Official Sanction. A Competition requires the Sanction of the Association to increase its Membership beyond 44 Clubs.

Public Liability and Personal Accident

All Clubs, and Sanctioned Leagues, affiliated to Essex County Football Association shall carry Public Liability and Personal Accident insurance cover at a minimum liability/criteria as determined from time to time by Council. This excludes clubs in membership of the FA Premier League and the Football League.

- (b) New Clubs and Competitions seeking affiliation must submit a copy of their rules for approval by the Association. Any subsequent amendment to those rules will require the Association's approval.

2. Clubs and Competitions

Annual Return

Each Club and Competition shall, by 1 July each year, or upon application for affiliation, forward its name, the date when formed, the name and address of the Secretary and the situation of its ground and Headquarters to the Association.

Records to be Kept

All Clubs and Competitions, Members of the Association, shall keep a Minute Book of their meetings, showing the election of all Playing and other Members and the date of their election and must have a Bank or Building Society Account in the name of the Club or Competition.

A Club or Competition shall keep accounting records for recording the fact and nature of all payments and receipts so as to disclose with reasonable accuracy, at any time, the financial position.

A copy of any financial statements shall, on demand be forwarded to the Association. Accountancy records must be retained for six seasons.

All communications to Member Clubs and Competitions shall be deemed properly sent if addressed to the Club or Competition at the address last registered with the Association.

Each Club whose average match-takings exceed £50 must have a plan of its ground showing every entrance to the ground and stands and every entrance must be numbered and a separate account kept in a Gate Book of the takings at each entrance, showing numbers of admissions and sums received. Turnstiles and tickets must continue with consecutive numbers from match to match. Numbered tickets must be issued when turnstiles are not used. Season Tickets must be numbered consecutively and a list kept of the names and addresses of Season Ticket holders. All receipts must be entered in the Cash Book within 48 hours after receipt. Mistakes exceeding £20 in amount must be reported to the Association as soon as they are discovered.

Each Competition shall submit a list of its Clubs, and a copy of its Rules for Sanction, on or before 31 July each year, and may not proceed until such sanction is obtained. Renewal of Sanction shall not be granted until the audited balance sheet and vouchers of the previous Season's competition have been received and approved by the Council.

A Club may not join another League until it has fulfilled its financial and other obligations to its present League, and/or to constituent Member Clubs.

A Competition may not afford Membership to a Club without first ensuring that such Club has fulfilled its financial and other obligations to its previous Competition and/or constituent Clubs.

A Club is not permitted to change its name without the permission of the Council and then only between Seasons.

Advertising on Players' wearing apparel is permitted provided such advertising is approved by the Council.

3. Passes

Each Member of the Council, Vice Presidents, Honorary Members and Honorary Vice Presidents, shall be furnished with a pass (which shall not be transferable), and all Clubs belonging to the Association shall admit the holder to their grounds and stands upon production of such pass, without requiring any other authority.

4. Alterations to Rules

The Association may alter these Rules in accordance with Article 5 of the Articles of Association.

5. The Playing Season

(a) The Council of The Football Association shall determine annually the date on which the playing season shall commence and the season shall terminate not later than the following 1st June. Each Competition shall within the limit laid down by The Association, determine the length of its own playing season.

(b) The Close Season

The "Close Season" shall be defined as the period between 1st June and 30th June inclusive each calendar year, save where The Association makes an order to the contrary.

(c) Matches Which May be Played in the Close Season

No Matches other than the following may be played in the Close Season:

- (i) small-sided Matches as specified in Rule B7, mini-soccer Matches or Matches played according to "The Laws of the Game – 9 v 9" and those organised in connection with works' clubs sports days on private grounds and at fetes and similar sports functions;
- (ii) Matches between Army, Navy and Royal Air Force teams and teams of the Auxiliary Forces in Competitions whilst in camp. Such Competitions shall be strictly confined to the units concerned and gate money shall not be taken;
- (iii) Matches involving members of boys' brigades, scouts and kindred organisations in Competitions whilst in camp;
- (iv) Matches for national representative teams or clubs played under the auspices of FIFA or UEFA; and
- (v) Matches between Clubs in The FA Premier League and The Football League for the following season, and between Clubs in The FA Women's Super League. This sub-paragraph (v) shall also apply to any successor in title to any of the Leagues specified;
- (vi) 11v11 matches in sanctioned Leagues or Competitions that meet the criteria in accordance with the "Regulations for the Sanction and Control of Competitions" and approved by The Association;
- (vii) Single day, weekend and Bank Holiday competitions and festivals meeting the criteria and receiving sanction; and
- (viii) Pilot projects granted dispensation by The Association.

(d) Matches Which May be Played Prior to the Commencement of the Season

After 30th June, and prior to the commencement of the playing season, Matches may be played between teams of the same Club or between teams of different Clubs.

(e) Eligibility of Players

Players who have not previously been registered or recognised playing members of Clubs, or who have not been engaged for the following season, may play in matches after 30th June and prior to the commencement of the playing season.

6. Sanctioning of Matches

(a) Unaffiliated Football

Clubs, Players and Club Officials subject to the jurisdiction of The Association and/or an Affiliated Association shall not be associated with nor play with or against any club which is not a member of The Association and/or an Affiliated Association. Those who immediately prior to their association with unaffiliated football organisations were under the jurisdiction of The Association and/or an Affiliated Association, shall not be eligible to participate in football under the jurisdiction of The Association and/or an Affiliated Association without the written consent of The Association and/or an Affiliated Association.

No match between unaffiliated teams shall be played on grounds which are under the jurisdiction of Clubs which are in membership with The Association and/or an Affiliated Association.

(b) Matches with Foreign Associations, Leagues and Clubs

Affiliated Associations, Competitions or Clubs wishing to play a match or series of matches against members of another national association must apply on the prescribed forms to The Association at least 60 days before the date of the intended match or the first of a series of matches.

Proceeds of Matches or Competitions

Clubs and Players shall not compete in any Match or Competition (including small-side Matches or Competitions) the proceeds of which are not devoted to a Club or association or some other object approved by The Association or by an Affiliated Association.

Scratch Teams

Except with the written consent of The Association, or of the Parent Association, no match at which gate money is taken shall be played if either of the competing teams is a scratch team. Where consent is given for such a match the provisions of Rules B7(a) and 7(b) shall apply.

(c) Consumption of Alcohol

It is a condition of affiliation that all clubs ensure the consumption of alcohol is not permitted outside of the Clubhouse and that; glasses or glass bottles of any kind and/or tins of alcoholic drink are not brought onto the ground, when a match or matches are being played.

(d) Football and Religious Observance

(a) A Participant cannot be compelled to play football on bona fide occasions where religious observance precludes such activity, save where the Participant:

- (i) has consented to do so on such occasions; or
- (ii) is registered as a Player under written contract, which shall be taken as consent to play on such occasions unless otherwise provided for in the contract.

(b) Annually, when planning programmes, Competitions shall define and notify agreed dates of such occasions.

7. Penalty for Non-fulfilment of Club Fixture

A Club desirous of cancelling an inter-Club (“friendly”) fixture shall give written notice to its opponents, together with the reason for cancellation, such notice to reach the Secretary of the Club not later than 12 noon four days immediately preceding the date of the match, failing which the defaulting Club shall be ordered to pay to the funds of the opposing Club, within three days, such sum as the Council may determine. All Complaints relating to non-fulfilment of a match or claim under guarantee, must be made within fourteen (14) days from the date upon which the match would have been or was played, unless special grounds are shown for delay, and must be lodged in duplicate, in conformity with this Rule.

8. Charity Associations, Benefit Competitions and Charity Matches

(a) Form “E”

Charity associations or benefit Competitions shall not be formed without the written consent of The Association or of an Affiliated Association. All applications for formation shall be made on Form “E” (in such form as shall be published by The Association from time to time) and applications for continuance must be made on this form annually.

All charity associations or benefit Competitions shall observe the Rules and regulations of The Association. Associations, Clubs or Players in membership of The Association and/or an Affiliated Association shall not play or take part in any charity association or benefit Competition to which consent has not been given.

(b) Charity Matches

Individual matches (not competition matches) may be played, for charity, or some similar object approved by The Association and/or an Affiliated Association. Reasonable expenses not exceeding 20% which may be approved by the consenting association on the application for consent, may be deducted from the gross proceeds. The balance must be paid over within 14 days of the match being played, and at the same time a return of the sums received and paid together with the necessary receipts, must be sent to the association which gave consent. A match arranged between two Clubs or teams in which a trophy, medals or other reward is given to the Club or Players is not a Competition within this Rule.

- (c) Competitions and Clubs desirous of paying for medical attendance upon injured Players, making presentations to Players, playing Scratch and Benefit Matches or pre-Season matches or taking Box Collections on Grounds for any object (except Club funds) must make applications on Form N, giving full particulars of the proposed presentation match etc to the Chief Executive of the Association, and shall forward to him within fourteen (14) days an audited balance sheet and vouchers of the match, together with the receipt from the Beneficiary, etc.

9. Players with Written Contracts

The provision of The Football Association’s Rules and Regulations regarding Players with Written Contracts shall apply and the Association shall be empowered to deal with any breach of those Rules.

10. Players Without Written Contracts

(a) Regulations Concerning Approaches

Players who are not under written contract to a Club may be registered with a number of Clubs at any time, subject to the following provisions and those of the Competitions in which they play:

- (i) Competitions sanctioned by The Association under regulation 3 of the “Regulations for the Sanction and Control of Competitions” may make their own regulations for the approach of Players between Clubs of the Competition;
- (ii) during the current season* any Club wishing to approach a Player known to be registered with or having played for any other Club must give to the secretary of each such Club, seven days’ formal written notice of the intention to approach the Player; Formal written notice of approach need be given by:
 - (A) a Saturday Club only to all Saturday Clubs;
 - (B) a Sunday Club only to all Sunday Clubs; and
 - (C) a midweek Club only to all midweek Clubs;
- (iii) the written notice must be sent by special delivery or recorded post, or a written acknowledgment otherwise obtained from the secretary or chairman of the Club approached. Facsimile or E-Mail transmission may be used provided a receipt of acknowledgment is also obtained;
- (iv) following the date of posting of the written notice of approach, or receipt of an acknowledgment:
 - (A) the Player may be registered on or after the eighth day; and
 - (B) the Player must have been registered on or before the 21st day;
- (v) the approaching Club:
 - (A) may not approach the same Player a second time in the same playing season;
 - (B) may approach only one (1) Player at a Club at any time subject to Rule C2(a)(ix) below; and
 - (C) may not approach another Player at the same Club within 28 days of an earlier notice of approach or acknowledgment;
- (vi) if an approach is made by a Player to another Club during the current season, that Club shall give the Club(s), for which the Player is known to be registered or has played, seven days’ notice of approach as set out in Rule C2(a)(i) to (v) above before registering the Player;
- (vii) a Club which is the subject of a complaint alleging failure to give notice in accordance with this Rule may be subject to a charge of Misconduct pursuant to Rule E1(b);
- (viii) a Club proved to have breached the provisions of this Rule may have its current registration of the Player cancelled and be subject to such other penalty as The Association or appropriate Affiliated Association deems appropriate, in accordance with relevant regulations of The Association from time to time in force; and
- (ix) during the current season a maximum of two Players may be approached in the manner described above if invited to trial at a licensed academy or “Centre of Excellence” of The Association, The FA Premier League or The Football League.

(b) Conditions

- (i) All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.
- (ii) All salaried payments must be subject to PAYE and National Insurance.
- (iii) Any Player’s paid expenses must be reimbursed via an expense claim form. The Club must retain all expense records in a format acceptable to the HM Revenue and Customs.

- (iv) A currently registered Player shall not be allowed to register with another Club without first satisfying the Club Officials of the intended Club that all reasonable financial and other liabilities have been discharged to the Club or Clubs with which the Player is or was known to be registered in the current* and previous playing seasons.
 - (v) A Player approached on or after 1st May in the current season* may not play in competitive football for the Club making the approach until the commencement of the following season.
- (c) **Service Players**
- (i) While serving in any branch of Her Majesty's Regular Forces, a Player may not hold a contract of employment with any Club under the jurisdiction of The Association and/or an Affiliated Association.
 - (ii) Neither a Club nor any person may attempt to induce a Player of a Club of any branch of Her Majesty's Regular Forces to play for another Club during the current season* without at least 14 days' written notice of approach – in the case of the Army to the Secretary of The Army Football Association, the Royal Navy to the Secretary of The Royal Navy Football Association, and the Royal Air Force to the Player's Commanding Officer. The notice must be forwarded by special delivery or recorded post, or a written acknowledgment otherwise obtained. Facsimile or E-Mail transmission may be used provided a receipt of acknowledgment is also obtained.
 - (iii) Players are required to inform civilian Clubs of their rank and service number, which information must be stated on league or other registration forms.

*a current season runs from 1st July to the following 31st May.

11. Responsibility of Clubs, Misconduct by Members

Every Club and Competition is responsible for the administrative efficiency of its organisation and must at all times give prompt attention to the correspondence of the Association and must comply with all orders and instructions of the Association. In the event of the failure to comply with this rule to the satisfaction of the Council the Club and any official or Officials responsible may be deemed to have committed a misdemeanour and may be dealt with in such a manner as may be deemed appropriate by the Council.

The Memorandum of Procedures Parts 1 and 2, for dealing with Field Offences committed by Players of Club dealt with by the County Association shall form part of these Rules.

12. Players selected by the Association Inter-Affiliated Association Matches

In inter-Affiliated Association Matches, a Player must be a *bona fide* member of a Club in membership of the Association for which the Player plays, but a Player shall always be eligible to play for the County Association of birth. A Player shall not be eligible to play for more than one Affiliated Association in the same season in Inter-Affiliated Competition matches.

Where a Player has been selected by the Association for a Representative Match, no Club affiliated to the Association shall permit that Player to play for them on the date of the match or 48 hours preceding the Representative Match.

Any Club or Player in breach of this rule may be charged with misconduct and dealt with accordingly by the Association.

Youth Leagues/Competitions must allow a Club which has two or more Players selected by the Association to postpone its league or cup fixture scheduled for that day.

13. Claims, Complaints and Representation

A claim or complaint by a Competition, Club or individual, against another or against an official, shall not be entertained unless made in writing (and in duplicate) within fourteen (14) days of the occurrence (or in exceptional circumstances fourteen (14) days of the date on which the complaining party could be reasonably expected to have first become aware of the cause of complaint), and sent to the Essex County FA, The County Office, Springfield Lyons Approach, Chelmsford, CM2 5LB accompanied by a fee of £35, which may be forfeited if the complaint be not sustained. The Council shall have power to order any parties to a complaint or protest, be they complainants or respondents, to pay all or part of any expenses incurred relating to the complaint including the costs of any enquiries or hearings that may have been necessary. A person who is not a Member of a Competition or Club may not represent any party concerned at the hearing of an Appeal, Complaint, Claim or Enquiry, nor may a barrister or solicitor unless he was a Member at the time of the offence, except with the prior written consent of the Association. A person summoned to attend a Personal Hearing or at a Hearing of an Appeal, Complaint, Claim or Enquiry must attend personally.

14. Right of Appeal: Payment of Fines

- (a) All Determinations and Decisions arrived at, Resolutions passed, Penalties imposed, or Arbitrations made by the ECFA, its Council or Committees, by virtue of these Rules, shall be final and conclusive, save and except in those cases in which an Appeal is made in conformity with the following conditions:
- (b) An Appeal may be made against a decision of the Council or of a Committee or Commission expressly appointed with full powers of the Council, only to The Football Association in accordance with FA Rule H and must be lodged directly with that Association within 14 days of notification of the Decision, accompanied by a fee of £50 the operation of decision/s under Appeal shall not be suspended pending the Hearing of the Appeal unless the Appellant has submitted a written application for the setting aside of the decision/s and The Football Association and the Council so agree. In the event of the Appeal being successful, the Appeal Fee shall be returned to the Appellant. Such Appeals shall not be withdrawn except by leave of the Council or the Appeals Board appointed. An Appeal against a Decision of the Joint Commission of this and another Association may similarly be made only to The Football Association in accordance with FA Rule H.
- (c) In all matters relating to or arising from a County FA Cup Competition, a Decision of the Council or the Cups and Competitions Committee is final and binding, and shall not be subject to any Appeal.
- (d) The settlement of all financial matters, including the payment of penalties imposed, must, in all cases, unless otherwise ordered, be made within fourteen (14) days of written notice being sent.

- (e) A Club or individual affected by a decision of a League or Competition sanctioned by the Association may lodge an Appeal to the Association in accordance with that League's or Competition's Rule governing Appeals. The Appeal fee of £35 must accompany the Appeal application. The Appeal shall set out the reason(s) for the Appeal in full and a copy must be sent to the League or Competition concerned. Appeals shall be permitted only under the Rules of the respective Associations or Competitions and on one or more of the following grounds:
- (i) The Association, Affiliated Association or Competition failed to give the Appellant a fair hearing;
 - (ii) The Association, Affiliated Association or Competition acted unconstitutionally;
 - (iii) The Association, Affiliated Association or Competition came to a decision which it should not have come to on the facts of the case;
 - (iv) Against the penalty imposed and/or amount of compensation awarded.
- (f) In lodging an Appeal an Appellant shall state in writing full reasons for the Appeal, and specify on which one or more of the above clauses (e) (i)-(iv) the Appeal is based. An Appeals Board shall adjudicate only on the clause or clauses specified. Such an Appeal shall be heard by three Members of the Council appointed by the Council, and shall not be conducted as a re-hearing of the case. The Appeal may not be withdrawn except by leave of the Council or the Appeals Board and neither shall the operation of the League or Competition's decision be suspended unless a written application is submitted requesting such action, and the Council accepts such request. The Appeal shall be dealt with on the documentary evidence unless a Personal Hearing is requested by one or both parties to the Appeal. At an Appeal Hearing, the complaining party shall state its case, and subsequently the League or Competition through its representative shall give evidence to support its decision and the Board shall then adjudicate on whether to uphold or reject the Appeal, to vary the decision, to order the Appeal fee to be forfeited, or to be returned in full or in part if the Appeal is lost; to make an order that the costs are borne by one or other of the parties, or shared, or that no costs be charged. The decision of the Appeals Board shall be final and binding on both parties.

15. Operatives, Works and Small-side Competitions

- (a) Works and Inter-Departmental Competitions, limited to employees of a Works or Firm and not constituted of regularly and properly formed Clubs affiliated to the Association as separate units but comprising shift, workshop or similarly organised teams within the compass of one Firm or Works, may be admitted to membership of the Association (without voting powers or other rights). No affiliated Club shall organise such Works or Inter-Departmental Competition without first applying for membership of the Association and having their Rules sanctioned and the affiliation fee paid.
- (b) Inter League Competitions. Approval of the Rules and Sanction is required together with an affiliation fee.
- (c) Small-side Competitions.
- (i) Class (a) Leagues and Competitions operating over more than a day. Approval of the Rules and an affiliation fee is required to be paid before such Competitions are sanctioned. All Clubs in a Class (a) Competition, if not already affiliated, are required to pay an affiliation fee.
 - (ii) Class (b) Single matches and one day Competitions, Approval of the Rules and payment of an affiliation fee is required before Sanction is granted. Clubs are not required to affiliate and the Sanctioning of the match or Competition shall automatically accord the Club and/or Competition the Status of an Affiliated body, and to the participating Players the Status of affiliated Players for the Club for which they play.
- (d) Small-side Leagues and Competitions
These shall have neither Full Membership nor voting powers, but are given the protection of Rule 14 (Right of Appeal). Class (a) Competitions are continuous or regular Competitions. Class (b) Competitions are one day Competitions such as Fêtes, Sports Festivals, etc.

16. Football Association Rules

The Rules, Regulations and Standing Orders of The Football Association shall govern any contingency or points that may arise which are not provided for by these Rules.