

## **THE RULES OF THE FOOTBALL ASSOCIATION LIMITED (“The Association”)**

(“The Rules”) as adopted by The Association on 18th May 2017 (the “Effective Date”). These Rules must be read in conjunction with the Articles of Association of The Association (“the Articles”).

### **A. CONSTITUTION AND ADMINISTRATION OF THE ASSOCIATION**

#### THE ASSOCIATION

1. The Association shall have as members (which, for the avoidance of doubt, does not mean ‘shareholders’ or owners) those Clubs and Affiliated Associations such as Council may approve and which are otherwise qualified hereunder.

All Clubs and Affiliated Associations shall play and/or administer football in conformity with these Rules and also:

- (a) The Laws of the Game (as defined in the Articles); and
- (b) the statutes and regulations of FIFA and UEFA which are in force from time to time.

#### DEFINITION AND INTERPRETATION

2. In the interpretation of these Rules: any words and expressions, unless otherwise defined herein, shall be words and expressions as defined in the Articles:  
“**Academy**” means an establishment for the coaching and education of Academy Players operated by a Club in accordance with the requirements of the Professional Game Youth Development Rules licensed by the Professional Game Board pursuant to Youth Development Rule 10.  
“**Academy Player**” means a male player (other than an Amateur Player or a Trialist) who is in an age group between Under 9 and 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 Professional Game Youth Development Rules, save for a 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 for that Club; and
  - (c) Is at least 18.  
“**Affiliated Association**” means an association which is either a County Association or an Other Football Association;  
“**Appeal Board**” means any appeal board as established from time to time whose purpose is to hear appeals made by Participants pursuant to its terms of reference from time to time;  
“**Appropriately Qualified Accountant**” means any individual who is a member of one of the bodies holding membership of the Consultative Committee of Accountancy.  
“**Associate Member Club**” means a Club accorded the status of an Associate Member Club pursuant to Rule A3(c);  
“**Club**” means any football club;  
“**Club Official**” means any official, director, secretary, servant or representative of a Club;  
“**Competition**” means any competition (whether a league or knock-out competition or otherwise) sanctioned by The Association and/or an Affiliated Association;  
“**Contract Player**” means any player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club;  
“**County Association**” means an association which has been accorded the status of a County Association pursuant to Rule A4(a)(i);  
“**Football club**” means any club which plays the game of football in England and is recognised as such by The Association;  
“**Football Creditor**” means:  
  - (i) The Association and any Parent Undertaking of The Association and any Subsidiary Undertaking of that Parent Undertaking or The Association;
  - (ii) The Premier League;
  - (iii) The EFL;
  - (iv) The National League;
  - (v) The Northern Premier League;
  - (vi) The Southern League;
  - (vii) The Isthmian League;
  - (viii) any member club of any of the organisations listed in (i) to (vii) above;
  - (ix) any full-time or part-time employee of a member club, as defined in (viii) above, or former full-time or part-time employee of such a member club, in respect of sums due to such person by way of arrears of remuneration or expenses;
  - (x) the Professional Footballers’ Association;
  - (xi) The Football Foundation;
  - (xii) any Affiliated Association; and
  - (xiii) any other affiliated clubs or leagues, and includes any successor bodies of any of the above;  
“**Football Regulatory Authority**” means the football regulatory authority of The Association;  
“**Full Member Club**” means a Club accorded the status of a Full Member Club in pursuant to Rule A3(c);  
“**Group**” shall have the same meaning as defined at Section 474(1) of the 2006 Act.  
“**Intermediary**” shall have the meaning ascribed to the term within The Association’s Regulations on Working with Intermediaries.  
“**Management Committee Member**” means a person responsible for the management and administration of an unincorporated Club;  
“**Manager**” means the person at a Club responsible for selecting a Club team;  
“**Match**” means a football match sanctioned by The Association and/or an Affiliated Association;  
“**Match Officials**” means referees and assistant referees and includes reserve officials and fourth officials;  
“**Non-Contract Player**” means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment;  
“**Non-Member Club**” means any Club affiliated to an Affiliated Association which is not a Full Member Club nor an Associate Member Club;

**"Official"** means any official, director, secretary, servant or representative of an Affiliated Association or Competition;

**"Other Football Association"** means one or any of the following listed associations:

- (a) The University of Oxford Football Association;
- (b) The University of Cambridge Football Association;
- (c) The Army Football Association;
- (d) The Royal Navy Football Association;
- (e) The Royal Air Force Football Association;
- (f) The Amateur Football Alliance;
- (g) The Women's Football Conference;
- (h) The English Schools' Football Association; and
- (i) The Independent Schools' Football Association;

**"Out of Contract Player"** means a Contract Player whose contract has expired;

**"Parent Association"** means the Affiliated Association of which a Club, in membership of more than one Affiliated Association, was first a member;

**"Parent Undertaking"** shall have the same meaning as defined at Section 1162 of the 2006 Act.

**"Participant"** means an Affiliated Association, Competition, Club, Club Official, Intermediary, Player, Official, Manager, Match Official, Match Official observer, Match Official coach, Match Official mentor, Management Committee Member, member or employee of a Club and all such persons who are from time to time participating in any activity sanctioned either directly or indirectly by The Association;

**"Player"** means any Contract Player, Out of Contract Player, Non-Contract Player or other player who plays or is eligible to play for a Club or is subject to any suspension from playing;

**"Regulatory Commission"** means any regulatory commission as established from time to time whose purpose is to hear Participants' cases;

**"Scholarship"** means a scholarship as set out in Rule C3(a)(i) of these Rules; and

**"Subsidiary Undertaking"** shall have the same meaning as defined at Section 1162 of the 2006 Act.

## AFFILIATION OF CLUBS

- 3 (a) *Application to be a Full Member Club*  
A Club may apply to be a Full Member Club on the appropriate form published by The Association. A completed form must be received at The Association before 1st March in any calendar year.
- (b) *Application to be an Associate Member Club*  
A Club may apply to be an Associate Member Club on the appropriate form published by The Association. A completed form must be received by The Association before 1st March in any calendar year.
- (c) *Control by The Association*  
Eligibility to be a Full Member Club or an Associate Member Club shall be under the control of Council which shall have the power to make regulations concerning eligibility criteria and conditions. Notwithstanding that an application may satisfy such criteria and conditions, The Association shall have the power in its absolute discretion to refuse an application to be a Full Member Club or an Associate Member Club, and accordingly, only on the written confirmation of The Association shall a Club be accorded the status of either a Full Member Club or an Associate Member Club.
- (d) *Rights and Privileges*  
Neither a Full Member Club nor an Associate Member Club shall have rights or privileges other than as arise pursuant to the Articles and the Rules.
- (e) *Resignation by a Full Member Club or an Associate Member Club*  
A Full Member Club or an Associate Member Club may resign its status as such to have effect only at the end of the playing season. Written notice of an intention to resign must be received at The Association by 31st December in that playing season.
- (f) *Termination of Status of a Full Member Club or an Associate Member Club*  
Council may at any time decide that a Club shall cease to have the status of a Full Member Club or an Associate Member Club on such terms as it considers appropriate. A Club shall automatically cease to have the status of a Full Member Club or an Associate Member Club if it ceases to be in membership of an Affiliated Association.
- (g) *Transfer of Membership*  
Council may use the following criteria, and any other conditions in Council's absolute discretion, in deciding whether to approve the transfer of membership by a Full Member Club or an Associate Member Club:
- (i) the shareholders or members of the existing Full Member Club or Associate Member Club have voted to agree the transfer of the membership to the proposed future member;
  - (ii) all Football Creditors of the existing Full Member Club or Associate Member Club must be fully satisfied;
  - (iii) all other creditors of the existing Full Member Club or Associate Member Club must be satisfied and evidenced as such;
  - (iv) the proposed future Full Member Club or Associate Member Club must provide financial forecasts showing their ability to fund the Full Member Club or Associate Member Club for the next 12 months or to the end of the season following transfer (whichever is the longer);
  - (v) evidence of funding sources will be required; and
  - (vi) where the proposed future Full Member Club or Associate Member Club is a company, then it shall be formed and registered in England and Wales under the Act.
- (h) *Suspension of Membership/Rights and Privileges*  
On such terms and conditions as it considers appropriate, Council may at any time suspend the status, rights and privileges of a Full Member Club or an Associate Member Club.
- (i) *Nursery Clubs*  
Any Club which is under obligation to another Club, written or otherwise, by reason of which it has not the sole and entire control of its own management, finances and Players, shall be deemed to be a "Nursery Club" and is not entitled to be a Full Member Club or an Associate Member Club.

*(j) Annual Return of a Full Member Club and an Associate Member Club*

(i) Each Full Member Club, Associate Member Club and any other Club which The Association determines from time to time, shall forward to The Association before 1st July in each calendar year a completed Form "A" (in such form as shall be published by The Association from time to time) and shall supply such further information as is required by Council.

(ii) A Club shall report to The Association within 21 days any change in the information set out on the Form A most recently submitted.

(iii) If the Club has failed to submit a fully completed Form A to The Association by 1st July in any calendar year it shall be subject to such fine or other appropriate sanction as may be determined by Council.

*(k) Subscription Fees of Full Member Clubs and Associate Member Clubs*

(i) Each Full Member Club and Associate Member Club shall on or before 1st July in each calendar year pay to The Association such subscription fee as shall be determined from time to time. An annual subscription shall not be refundable in any circumstance.

(ii) A Full Member Club or an Associate Member Club which has failed to pay any subscription due to The Association by 1st July in any calendar year shall be subject to such fine or other appropriate sanction as may be determined by Council.

*(l) A Club competing in any one of the Premier League, the EFL, the National League, the Southern Football League, the Isthmian League and the Northern Premier League shall not be permitted to change its playing name (i.e. the name under which the Club competes in a Competition), as recorded on Form "A", save with the prior written permission of Council.*

Any application for a change of playing name must be received by The Association on or before 31 December in a playing season in order for it to be considered by Council for adoption in the following playing season. Council will use its absolute discretion in deciding whether to approve a change in a Club's playing name.

*(m) Where a Club is a company, that company must be formed and registered in England and Wales under the Act.*

#### AFFILIATION OF ASSOCIATIONS

*4 (a) Conditions of Affiliation*

(i) Each County Association shall cover a defined area and shall neither extend nor alter such area without first having obtained the written consent of The Association and accordingly, only on the written confirmation by The Association shall an association be accorded the status of a County Association.

(ii) Each Other Football Association shall cover a defined category of membership as determined from time to time by The Association and shall neither expand nor alter such category of membership without first having obtained the written consent of The Association and accordingly, only on the confirmation by The Association shall an association be accorded the status of an Other Football Association.

(iii) Affiliated Associations may admit to membership Clubs within their area, and provide for the proper management and control of such Clubs.

(iv) An annual affiliation fee shall be paid by all Clubs in membership with Affiliated Associations and shall not be less than the amount determined from time to time by The Association.

(v) All Clubs which are Non-Member Clubs shall observe the Rules.

(vi) Second or reserve teams must always be so described.

*(b) Subscription*

A membership fee, payable within one week of approval of application, and an annual subscription payable by 1st July in each calendar year, shall be as determined from time to time by The Association.

*(c) Other Associations and Clubs*

Council shall have the power to admit into membership any association of clubs within the British Commonwealth, or any club in any area where an association has not been established. The annual subscription shall be as determined from time to time by The Association. The membership of either such association or club does not confer the right to send a representative to any meeting of The Association, nor to exercise a vote at any such meeting.

#### FAILURE TO PAY SUBSCRIPTION

- 5 An Affiliated Association whose subscription is unpaid on 1st July in any calendar year shall be subject to such fine or other appropriate sanction as may be determined by Council.

#### POWERS OF THE ASSOCIATION

- 6 Save as expressly provided by these Rules, resolutions and decisions of The Association shall be binding upon all Affiliated Associations, Participants and Clubs and any members thereof, until they are rescinded or varied.

#### PRIVILEGES OF COUNCIL MEMBERS

- 7 Each Member of Council shall be furnished with an annual pass (which shall not be transferable), and all Clubs shall admit the holder to their grounds and stands upon production of such pass without requiring any other authority, except on occasions when Council shall otherwise decide.

#### E. CONDUCT

##### MISCONDUCT

- 1 The Association may act against a Participant in respect of any "Misconduct", which is defined as being a breach of the following:
- (a) the Laws of the Game;
  - (b) the Rules and regulations of The Association and in particular Rules E3 to E28 below;
  - (c) the statutes and regulations of UEFA;

- (d) the statutes and regulations of FIFA;
  - (e) the rules or regulations of an Affiliated Association or Competition; and
  - (f) an order, requirement, direction or instruction of The Association.
- 2 The same facts or matters may constitute a breach of more than one rule, regulation, statute or law referred to above, The Association may bring a charge or such charges as it sees fit.

#### GENERAL BEHAVIOUR

- 3 (1) A Participant shall at all times act in the best interests of the game and shall not act in any manner which is improper or brings the game into disrepute or use any one, or a combination of, violent conduct, serious foul play, threatening, abusive, indecent or insulting words or behaviour.
- (2) A breach of Rule E3(1) is an "Aggravated Breach" where it includes a reference, whether express or implied, to any one or more of the following :- ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability.
- (3) Subject to sub-paragraphs E3(4) -E3(6) below –
- (i) Where a Participant commits an Aggravated Breach of Rule E3(1) for the first time, a Regulatory Commission shall impose an immediate suspension of at least five matches on that Participant. The Regulatory Commission may increase this suspension depending on any additional aggravating factors present.
  - (ii) Where a Participant commits a second or further Aggravated Breach of Rule E3(1), a Regulatory Commission shall impose an immediate suspension of more than five matches, taking into consideration an entry point of an immediate suspension of ten matches, and any aggravating or mitigating factors present.
- (4) Where an Aggravated Breach of Rule E3(1) is committed –
- (i) By a Participant for whom a match-based suspension would be inappropriate due only to that Participant's particular role in football; or
  - (ii) In writing only; or
  - (iii) Via the use of any communication device, public communication network or broadcast media only; or
  - (iv) By reference only to nationality, a Regulatory Commission will not be bound to impose an immediate suspension of at least five matches for a first such breach, or of more than five matches for a second or further such breach. Instead the Regulatory Commission may impose any sanction that it considers appropriate, taking into account any aggravating or mitigating factors present. For the avoidance of doubt and without limitation, E3(4)(i) shall not apply to a Manager, coach or Player.
- (5) (i) Where in youth football a Player aged 12– 15 inclusive commits an Aggravated Breach of Rule E3(1) for the first time, a Regulatory Commission shall impose a suspension of at least five matches. The Regulatory Commission may increase this suspension depending on any additional aggravating factors present. A minimum of one match shall come into effect immediately and any remainder of the suspension shall be suspended on such terms and for such period as the Regulatory Commission considers appropriate.
- (ii) Where a second or further Aggravated Breach of Rule E3(1) is committed in youth football by a Player aged 12 – 15 inclusive, a Regulatory Commission shall impose an immediate suspension of more than five matches, taking into consideration an entry point of an immediate suspension of ten matches, and any aggravating or mitigating factors present.
- (6) Where an Aggravated Breach of Rule E3(1) is committed in youth football by a Player aged under 12, no disciplinary charge will be brought. The primary aim in such cases will be education.
- (7) Where two or more Participants from a Club commit any Aggravated Breach of Rule E3(1) in any twelve month period, regardless of whether any such breach falls within sub-paragraph E3(4), the Club itself will be liable to a sanction imposed by a Regulatory Commission. The Regulatory Commission may impose any sanction that it considers appropriate, taking into account any aggravating or mitigating factors present. For the purpose of this Rule, a decision of a Regulatory Commission that a Participant has committed an Aggravated Breach of Rule E3(1) will be conclusive evidence of that fact, unless that decision is or may be subject to appeal in accordance with FA Rules or regulations.
- (8) A Regulatory Commission may impose a financial penalty or any other sanction that it considers appropriate in respect of an Aggravated Breach of Rule E3(1) whether or not it has imposed a suspension in respect of the same breach.
- (9) A Participant who commits an Aggravated Breach of Rule E3(1) will be subject to an education programme, the details of which will be provided to the Participant by The Association.

#### DISCRIMINATION

- 4 A Participant shall not carry out any act of victimisation as defined in the Equality Act 2010, or any act of discrimination by reason of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation, disability, age, pregnancy, maternity, marital status or civil partnership, unless otherwise permitted by law and The Rules or regulations of The Association.

#### INTEGRITY MATTERS IN RELATION TO MATCHES AND COMPETITIONS

- 5 (a) A Participant shall not, directly or indirectly, seek to influence for an improper purpose the result, progress, conduct or any other aspect of, or occurrence in, a football match or competition.
- (b) A Participant shall not, directly or indirectly, offer, agree to give, give, solicit, agree to accept or accept any bribe, gift or reward or consideration of any nature which is, or could appear to be related in any way to that Participant, or any other, failing to perform to the best of their ability, or to that Participant or any other person (whether a Participant or not), directly or indirectly, seeking to influence for an improper purpose, the result, progress, conduct or any other aspect of, or occurrence in, a football match or competition.
- 6 A Participant shall immediately report to The Association any offer made to him or any Participant of any bribe, gift or reward or consideration of any nature, or any other incident, fact or matter, which is related in any way to that Participant, or any other, failing to perform to the best of their ability, or to that Participant or any other person (whether a Participant or not) directly or indirectly seeking to influence for an improper purpose the result, progress, conduct or any other aspect of, or occurrence in, a football match or competition contrary to Rule E5(b) above.

The terms 'football match' and 'competition' as used in Rules E5 and E6 include any Match or Competition (as appropriate) as defined in Rule A2, and also include any other football match or competition not within those definitions in Rule A2, including but not limited to any football match or competition sanctioned by UEFA, or FIFA, or by any other association, federation or governing body.

#### TICKETS

- 7 A Participant shall not:
- (a) Sell a ticket for any football match; Or
  - (b) Otherwise dispose of such a ticket to another person
- Unless he is authorised to do so in writing by the organisers of the match.

#### BETTING

- 8 References to "Participant" in Rule E8 shall be construed in accordance with the following -

Rule E8(2) applies to any Match Official, referee coach or referee assessor operating at Level 4 or below, and any other person who is a Participant by virtue only of their involvement at a Club below Step 4 in the National League System, or at a Club at Steps 3-7 inclusive of the Women's Football Pyramid. Such Participants are not subject to Rule E8(1).

All other Participants are subject to Rule E8(1), and are not subject to Rule E8(2).

All Participants are subject to Rule E8(3).

- (1) (a) A Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet on -
- (i) the result, progress, conduct or any other aspect of, or occurrence in, a football match or competition; or
  - (ii) any other matter concerning or related to football anywhere in the world, including, for example and without limitation, the transfer of players, employment of managers, team selection or disciplinary matters.
- The terms 'football match' and 'competition' as used in sub-paragraph E8(1)(a)(i) include any Match or Competition (as appropriate) as defined in Rule A2, and also include any other football match or competition not within those definitions in Rule A2, including but not limited to any football match or competition sanctioned by UEFA, or FIFA, or by any other association, federation or governing body.
- (b) Where a Participant provides to any other person any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time, the Participant shall be in breach of this Rule where any of that information is used by that other person for, or in relation to, betting.
- (c) It shall be a defence to a charge brought pursuant to sub-paragraph E8(1)(b) if a Participant can establish, on the balance of probability, that the Participant provided any such information in circumstances where he did not know, and could not reasonably have known, that the information provided would be used by the other person for or in relation to betting.
- (2) (a) A Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet on -
- (i) the result, progress, conduct or any other aspect of, or occurrence in, a football match or competition:
    - (A) in which the Participant is participating, or has participated in that season; or
    - (B) in which the Participant has any influence, either direct or indirect; or
  - (ii) any other matter concerning or related to any Club participating in any league Competition, as defined in Rule A2, that the Participant is participating in or has participated in during that season, including, for example and without limitation, the transfer of players, employment of managers, team selection or disciplinary matters.

For these purposes, without limitation to the application of this Rule to other circumstances, all Employees and Officials of a Club are deemed to participate in every football match played by that Club while they are so employed or acting as a Club Official; all Players registered with a Club are deemed to participate in every football match played by that Club while they are so registered.

- (b) Notwithstanding the provisions of sub-paragraph E8(2)(a), a Participant shall not bet, either directly or indirectly, or instruct, permit, cause or enable any person to bet, on the result, progress, conduct or any other aspect of, or occurrence in, any football match played at under 18 level or below.

The terms 'football match' and 'competition' as used in sub-paragraphs E8(2) (a) and E8(2)(b) include any Match or Competition (as appropriate) as defined in Rule A2, and also include any other football match or competition not within those definitions in Rule A2, including but not limited to any football match or competition sanctioned by UEFA, or FIFA, or by any other association, federation or governing body.

- (c) A Participant shall not use any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time for or in relation to betting.
- (d) Where a Participant provides to any other person any information relating to football which the Participant has obtained by virtue of his or her position within the game and which is not publicly available at that time, the Participant shall be in breach of this Rule where any of that information is used by that other person for or in relation to betting.
- (e) It shall be a defence to a charge brought pursuant to sub-paragraph E8(2)(d) if a Participant can establish, on the balance of probability, that the Participant provided any such information in circumstances where he did not know, and could not reasonably have known, that the information provided would be used by the other person for or in relation to betting.
- (3) An individual Participant, when acting in a personal capacity, shall not be permitted to advertise or promote any betting activity that the Participant is prohibited from engaging in by Rule E8(1) or E8(2).

#### ATTEMPTS AND AGREEMENTS TO BREACH

- 9 An attempt by a Participant or any agreement with any other person (whether or not a Participant) to act in breach of any provision contained in these Rules shall be treated for the purposes of these Rules as if a breach of the relevant provisions had been committed.

## COMPLIANCE WITH DECISIONS, INCLUDING SUSPENSIONS

- 10 Each Participant shall comply with a decision made pursuant to the Rules and regulations of The Association.
- 11 A Participant shall not participate in any activity with another Participant suspended from carrying out such activity.
- 12 A Club shall do all things necessary to ensure that a Player associated with it complies with a penalty or order imposed pursuant to the Rules and regulations of The Association.
- 13 An Affiliated Association, Competition, or Club shall not appoint to any position, or allow to continue in such position, any individual who has been suspended from holding such position.

## REPORTING MISCONDUCT

- 14 A Participant shall immediately report to The Association any incident, facts or matters which may constitute Misconduct. This shall include (but not be limited to) any incident, facts or matters which may:
  - (a) Constitute a potential or actual breach of The Association's Safeguarding Children Regulations and/or Adults at Risk Regulations; or
  - (b) Relate to an approach made to a Participant by any person, whether or not that person is a Participant, in relation to betting on football contrary to FA Rules.For the purposes of this Rule, a report to an Affiliated Association shall constitute a report to The Association.
- 15 A report to The Association of any incidents, facts or matters shall not be made for vexatious or frivolous reasons.

## INTERIM SUSPENSION ORDERS

- 16 *Suspension before charge*
  - (a) A Regulatory Commission shall have the power to order that a Club Official, Club Employee or Player associated with a Club in the Premier League, the EFL, The National League, Isthmian League, Northern Premier League or Southern League shall be suspended from such football activity as is necessary to preserve the integrity of football and / or the public's confidence in the integrity of football, for such period and on such terms and conditions as the Regulatory Commission considers fit (an "Interim Suspension Order") where:
    - (i) The Club Official, Club Employee or Player is under investigation for an alleged breach of, or an attempt or agreement to breach, FA Rule E5 and/or E8, or of rules or regulations of the Premier League, the EFL, The National League, Isthmian League, Northern Premier League or Southern League, UEFA or FIFA, or any alleged criminal offence which may involve such an alleged breach or attempt or agreement to breach, and has not been charged by The Association or other relevant authority; and
    - (ii) The Association, The Professional Footballer's Association (in the case of a Player who is a PFA member), and the relevant league have each agreed to an application being made to the Regulatory Commission for an Interim Suspension Order.

### *Procedure*

- (b) An Interim Suspension Order pursuant to sub-paragraph E16(a) may only be issued by a Regulatory Commission which is chaired by a barrister or solicitor of seven or more years' standing.
- (c) Any application for an Interim Suspension Order to be issued pursuant to sub-paragraph E16(a) must be made to the Regulatory Commission by the Chief Regulatory Officer (CRO) of The Association or his nominee. Notice of such application must be given to the Participant in respect of whom the application is to be made, in writing, at the time of the application.
- (d) Any application for an Interim Suspension Order to be issued pursuant to sub-paragraph E16(a), and the consideration of such an application by the Regulatory Commission, shall be conducted in accordance with such regulations as The Association may bring into force from time to time. In the absence of such regulations, the Regulatory Commission may determine all matters of procedure for the making and consideration of an application for such an Interim Suspension Order. Such procedures must ensure that the Participant has a fair opportunity to make representations in response to the application.

### *Grounds*

- (e) A Regulatory Commission may only issue an Interim Suspension Order pursuant to sub-paragraph E16(a) where it is satisfied that the serious nature and / or factual circumstances of the allegation(s) under investigation are such that the Participant's continued participation in football presents a real risk that either:
  - (a) the integrity of football would be affected; and / or
  - (b) the public's confidence in the integrity of football would be affected;to such an extent that either or both of these factors outweigh(s) the Participant's interest in continued participation in football.

### *Suspension after charge*

- (f) The Association, acting by the CRO or his nominee, shall have the power to order that a Club Official, Club Employee or Player associated with a Club in the Premier League, the EFL or The National League shall be suspended from all or any specific football activity for such period and on such terms and conditions as The Association considers fit (an "Interim Suspension Order") where:
  - (i) The Club Employee, Official or Player has been charged by The Association, the Premier League, the EFL, National League, UEFA or FIFA in relation to any alleged act of Misconduct, or with any criminal offence; and
  - (ii) The Association, the Professional Footballers' Association (in the case of a Player), and the Premier League, the EFL or National League (as appropriate) have each agreed to the Interim Suspension Order.

### *Periodic review*

- (g) A Participant subject to an Interim Suspension Order imposed pursuant to this Rule shall be entitled to have the Order reviewed by a Regulatory Commission.

Where the Order was imposed pursuant to sub-paragraph E16(a) the first such review shall take place after a period to be determined by the Commission which imposes the Order. This period must not be more than 21 days from the date that the Order was originally imposed.

Where the Order was imposed pursuant to sub-paragraph E16(f) the first such review shall take place after a period to be determined by the Chief Regulatory Officer or his nominee. This period must not be more than 21 days from the date that the Order was originally imposed.

For as long as the Order remains in place, the Participant shall be entitled to have the Order further reviewed by a Regulatory Commission, after a period to be determined by the Commission which conducts each review. This period must not be more than 21 days from the last review.

(h) Any application for a review of an Interim Suspension Order, and the consideration of such a review by the Regulatory Commission, will be conducted in accordance with such regulations as The Association may bring into force from time to time. In the absence of such regulations, the Regulatory Commission may determine all matters of procedure for the making and consideration of an application for such a review. Such procedures must ensure that the Participant has a fair opportunity to make representations.

17. An Interim Suspension Order shall not last beyond the date upon which the related investigation or charge(s) of Misconduct or criminal offence or other disciplinary proceedings is/are decided or brought to an end.
18. Notification of any Interim Suspension Order issued shall be given as soon as reasonably practicable to the individual concerned and/or the Club with which the individual is associated.

#### ATTENDANCE AT AND PARTICIPATION IN MATCHES

- 19 An individual may take part in or attend at a Match only on condition that such individual observes the Rules, and each Affiliated Association, Competition and Club is required to observe and enforce such Rules.
- 20 Each Affiliated Association, Competition and Club shall be responsible for ensuring:
  - (a) that its directors, players, officials, employees, servants, representatives, spectators, and all persons purporting to be its supporters or followers, conduct themselves in an orderly fashion and refrain from any one or combination of the following: improper, violent, threatening, abusive, indecent, insulting or provocative words or behaviour, (including, without limitation, where any such conduct, words or behaviour includes a reference, whether express or implied, to any one or more of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability) whilst attending at or taking part in a Match in which it is involved, whether on its own ground or elsewhere; and
  - (b) that no spectators or unauthorised persons are permitted to encroach onto the pitch area, save for reasons of crowd safety, or to throw missiles, bottles or other potentially harmful or dangerous objects at or on to the pitch.
- 21 Any Affiliated Association, Competition or Club which fails effectively to discharge its said responsibility in any respect whatsoever shall be guilty of Misconduct. It shall be a defence in respect of charges against a Club for Misconduct by spectators and all persons purporting to be supporters or followers of the Club, if it can show that all events, incidents or occurrences complained of were the result of circumstances over which it had no control, or for reasons of crowd safety, and that its responsible officers or agents had used all due diligence to ensure that its said responsibility was discharged.

This defence shall not apply where the Misconduct by spectators or any other person purporting to be a supporter or follower of the Club included a reference, whether express or implied, to any one or more of ethnic origin, colour, race, nationality, religion or belief, gender, gender reassignment, sexual orientation or disability.

- 22 Any individual referred to in Rule E20 above may be removed from any ground, and such force used as may be necessary for the purpose of effecting such removal.
- 23 Each Club is expected to provide a private way from the playing area to dressing room wherever this is practicable.
- 24 Each Club shall have bills printed and posted in their grounds, threatening with expulsion anyone responsible for any insulting or improper conduct towards a Match Official.

#### ANTI-DOPING

- 25 A Participant shall comply with the provisions of any anti-doping regulations and any social drugs regulations of The Association from time to time in force.

#### SUSPENSION FOR SERIOUS CRIMINAL OFFENCES

- 26 Council shall have the power to order that a Participant be suspended from all or any specific football activity for such period and on such terms and conditions as it considers fit where the Participant has been convicted of a criminal offence and where Council considers there to be a risk of physical harm to another Participant or Participants through the convicted Participant's continuing participation in the game.

#### G. DISCIPLINARY POWERS

##### JURISDICTIONAL ARRANGEMENTS

- 1 Misconduct under Rule E1(a) above shall be dealt with only by The Association, or an Affiliated Association on its behalf, notwithstanding that the alleged breach may constitute misconduct under the rules and regulations of an Affiliated Association or Competition.
- 2 The Association shall have the power to take disciplinary action in all cases where facts or matters give rise to alleged Misconduct under Rule E1(b) to (f) inclusive above and these powers of The Association shall be exercised on the authority of Council as it sees fit.
- 3 Facts or matters giving rise to alleged Misconduct under Rule E1(b) to (f) inclusive, which also give rise to an alleged breach of the rules and/or regulations of the Premier League or the EFL, may be dealt with by The Association under the Rules and regulations of The Association, unless The Association and either the Premier League or the EFL as appropriate, agree that either league shall act.
- 4 Facts or matters giving rise to alleged Misconduct under Rule E1(b) to (f) inclusive, which also give rise to an alleged breach of the rules and/or regulations of a Competition other than those referred to at Rule G3 above, shall be dealt with by the Competition having jurisdiction under its rules and regulations, unless The Association and/or an Affiliated Association acts. A Competition shall not act before The Association or Affiliated Association acts.
- 5 The power to impose a penalty or other order for Misconduct shall be exercised on the authority of Council as it sees fit. The power to impose an interim or provisional suspension order where possible Misconduct is alleged or under investigation shall be exercised on the authority of Council as it sees fit.

#### PROCEDURES FOR DEALING WITH ALLEGED MISCONDUCT UNDER RULE E1(A)

- 6 Misconduct under Rule E1(a) above shall be dealt with under Rules G7 to G8 (inclusive).
- 7 Any breach of the Laws of the Game involving a Player associated with a Club in the Premier League, the EFL, The National League, the Isthmian League, the Northern Premier League and the Southern League shall be dealt with by The Association in accordance with the relevant "Memorandum of Disciplinary Procedures" concerning a breach of the Laws of the Game.
- 8 Any breach of the Laws of the Game involving a Player associated with a Club other than referred to above shall be dealt with on behalf of The Association by the Affiliated Association having jurisdiction over the Club in relation to the Match concerned. The matter shall be dealt with by the Affiliated Association in accordance with the relevant "Memorandum of Disciplinary Procedures" concerning a breach of the Laws of the Game.

#### PROCEDURES FOR DEALING WITH ALLEGED MISCONDUCT UNDER RULE E1(B)-(F)

- 9 Misconduct under Rule E1(b) to (f) inclusive shall be dealt with under the "Regulations for Football Association Disciplinary Action".

#### **H. APPEALS TO AN APPEAL BOARD**

- 1 Subject to Rule H2 below, an appeal shall lie to an Appeal Board under these Rules and regulations of The Association only where the Rules and regulations of The Association expressly give a right of appeal to an Appeal Board, or in any other case where The Association, acting by the Chief Executive (or his nominee), agrees to an appeal taking place.
- 2 No appeal shall lie to an Appeal Board under these Rules and regulations of The Association where an appeal has been heard by an Affiliated Association in respect of a decision of a Competition, or in respect of decisions arising out of competitions of Affiliated associations where the rules and regulations provide that such decisions are final.
- 3 An Appeal may be made only by either the person or body who is the subject of the original decision appealed against or The Association; or by FIFA, WADA, or the NADO in respect of certain decisions made under and prescribed by the Anti-Doping Regulations.
- 4 An appeal shall be dealt with under the relevant regulations of The Association from time to time in force.