

THE FOOTBALL ASSOCIATION OF WALES RULES

PREAMBLE

1. **DEFINITIONS**

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

Academic Year: 1st September in one (1) year to 31st August in the

following year.

Academy: an establishment for the coaching and education of

Players operated by a Club in accordance with the requirements of the Association's Academy

Regulations.

Adran North and Adran South: the second Tier of the women's Pyramid League

System.

Adran North Representative: the Councillor nominated or elected to represent the

Adran North.

Adran Premier: the premier league for the playing of Association

Football by female Players in Wales, previously known

as the "Welsh Premier Women's League".

Adran Premier Representative: the Councillor nominated or elected to represent the

Adran Premier.

Adran South Representative: the Councillor nominated or elected to represent

the Adran South.

Amateur Competitions: competitions in which predominantly Amateur

Players may participate, as sanctioned by the

Association from time to time.

Amateur Player: a Player who is not a Professional Player.

Amateur Registration Period: the annual period, as determined by the Directors

pursuant to Rule 138.3, when Amateur Players (other than those to whom the Professional Registration Periods apply under Rule 138.2) may

be registered with the Association.

Appeal Notice: a written notice stipulating the nature of the appeal

and requesting that such matter be referred to the

Appeals Panel.

Appeals Panel: the second instance Panel of the Association

empowered to hear disciplinary matters and

disputes pursuant to Section E of these Rules.

Appeals Panel Fee: the appropriate sum pursuant to Rule 44.1.3.

Arbitration Fee: the appropriate sum pursuant to Rule 45.3.

Arbitration Notice: a written notice stating the nature of the matter

complained of and requesting that such matter be referred to the Independent Arbitration Panel.

Ardal Leagues: the third Tier of the men's Pyramid League System

(of which the Ardal Leagues Northern and Ardal Leagues Southern are the two constituent

organisations).

Ardal Leagues Northern Representatives: the three (3) nominated or elected Councillors for

the Ardal Leagues Northern.

Ardal Leagues Southern Representatives: the three (3) nominated or elected Councillors for

the Ardal Leagues Southern.

Area Association: any regional football association defined pursuant

to Rule 11.1.2.

Articles the articles of association of the Association current

from time to time.

Associate Member: a person or organisation who is not a Member and

has been admitted into associate membership of the Association by the Directors pursuant to Rule

11.2.

Association: The Football Association of Wales Limited

(company number 00213349) whose registered office is at The Pavilion, Hensol, Vale of Glamorgan, CF72 8JY.

Association Football: the game controlled by FIFA and organised in

accordance with the Laws of the Game.

Bridge Transfer: any two consecutive transfers, national or

international, of the same Player connected to each other and comprising a registration of that Player with the middle club to circumvent the application of the relevant regulations or laws and/or defraud

another person or entity.

Business Day: any day of the week except a Saturday or Sunday or

public bank holiday in Wales.

CAS (TAS): Court of Arbitration for Sport (Tribunal Arbitral du

Sport) in Lausanne, Switzerland.

Chief Executive Officer: the senior employee of the Association.

Close Family Member: a person's spouse or civil partner, parent,

grandparent, child, grandchild or sibling.

Closed Friendly Match: a game of Association Football (or a modified

version of the game) which is not an Official Match which is played between two (2) teams (whether or not from different Clubs) but is not made open for

the public to attend.

Close Season: the period in each year which is outside the Playing

Season, as determined by the Directors pursuant to

Rule 138.1.

Clubs: all clubs whose teams play in Official Matches

including, without limitation, Qualifying Clubs.

College Team: a team of a further or higher education

establishment (including, but not limited to, university teams) and during any relevant Playing Season only plays Association Football exclusively in matches organised for teams from such further or

higher education establishments.

Conference Date: the designated date(s) in each Playing Season set by

the Directors for the completion of each round of cup matches in competitions organised by the

Association.

Control any form of direct or indirect control, legal or

beneficial ownership, membership, or other

involvement or influence whatsoever.

Council: the shareholders of the Association being the

supreme body of the Association.

Councillor: each member of the Council.

Cymru North and Cymru South: the second Tier of the men's Pyramid League

System.

Cymru North Representative: the Councillor nominated or elected to represent the

Cymru North.

Cymru Premier: the premier league for the playing of Association

Football by male Players in Wales, previously known as

the "Welsh Premier League".

Cymru Premier Representative: the Councillor nominated or elected to represent the

Cymru Premier.

Cymru South Representative: the Councillor nominated or elected to represent the

Cymru South.

the deputy president of the Association, appointed **Deputy President:** from time to time under the Rules. the body comprising the board of directors of the **Directors:** Association (including its committees and subcommittees) as constituted under the Articles. **Disciplinary Notice:** a written notice from the Association stipulating the nature of the alleged Disciplinary Offence. **Disciplinary Offence:** any breach of a Rule or any Regulation. **Disciplinary Panel:** the first instance panel of the Association empowered to hear disciplinary matters and disputes pursuant to Section E of these Rules. **Doping Offence:** any act or omission defined as a doping Offence (or any equivalent term or phrase) used to define doping offences or doping breaches defined in the Anti-Doping Regulations. **FAW Performance Programmes:** an establishment for the coaching and education of female Players operated by the Association. FIFA: Fédération Internationale de Football Association. **FIFA Rules:** the statutes of FIFA as amended from time to time and all rules, regulations, orders and other directives issued by FIFA from time to time.

FIFA ID: the worldwide unique identifier given by FIFA.

Football Related Liabilities: all amounts (whether actual or contingent and

whether payable now or in the future) due to the Association, and any Qualifying Club or other club, any National League or other league, any Area Association or any Player, coach, or other technical

staff member.

Futsal: a game controlled by FIFA and organised in accordance

with the Futsal Laws of the Game.

Futsal Laws of the Game: the laws and other rules for playing Futsal prescribed

by FIFA from time to time.

Futsal Player: a player of Futsal.

Grassroots Level: Association Football played in leagues which are not

in membership of and are not directly affiliated to

the Association.

IFAB: the International Football Association Board. **Independent Arbitration Panel:** the independent body empowered to hear disciplinary matters and disputes pursuant to Section E of these Rules. Intermediary: any person or entity so defined in the Association's Agent Regulations. ITC: the International Transfer Certificate issued by one national association to another in accordance with the FIFA Rules. **Judicial Body:** the Association's judicial bodies comprise the Disciplinary Panel, Appeals Panel, Independent Arbitration Panel, and any independent chairperson who adjudicates on provisional measures. a league playing Association Football (or a modified **Junior League:** small-sided version of the game) in Wales which is exclusively for Junior Players. **Junior Player:** any Player in Academic Years one (1) to eleven (11) (or twelve (12) pursuant to Rule 88 and/or Rule 137). Laws of the Game: the laws and other rules for playing Association Football as prescribed by IFAB from time to time. Life Councillor: a person becoming a life member of the Council pursuant to either Rule 12.12 or Rule 19. Match Official: a referee, assistant referee, or fourth official for a match as prescribed in the Laws of the Game or the Futsal Laws of the Game (as applicable). **Maternity Leave:** a minimum period of 14 weeks' paid absence granted to a female Professional Player due to her pregnancy, of which a minimum period of 8 weeks must occur after the birth of the child, or such longer periods as may be prescribed under applicable law or an applicable collective bargaining agreement. Member: a Councillor, Area Association, National League or Qualifying Club or other organisation that has been admitted into membership of the Association by the Directors pursuant to Rule 11.1. **National League:** any league defined pursuant to Rule 11.1.3. **North Wales Area:** the areas governed by the North Wales Coast Football Association, the North East Wales Football

Association and the Central Wales Football Association or as otherwise prescribed by the Directors from time to time.

Officers: the senior representatives of the Council, who shall

comprise the President, the Deputy President and

two (2) Vice-Presidents.

Official Match: a game of Association Football played within the

framework of organised football under the jurisdiction of the Association, in league, cup or other format but not including Open Friendly Matches or Closed Friendly Matches or matches played under the Association's Small-Sided Football Regulations or Futsal matches or Walking Football.

Open Friendly Match: a game of Association Football which is not an

Official Match which is played between two (2) teams (whether or not from different Clubs) and is

made open to the public to attend.

Past President: a person becoming a life member of the Council

pursuant to Rule 12.11.

Player: a player of Association Football (or a modified

small-sided version of the game), whether an

Amateur Player or a Professional Player.

Playing Season: the period in each year when Official Matches may

be played in Wales as determined by the Directors

pursuant to Rule 138.1.

President: the president of the Association appointed from

time to time under the Rules.

Professional Competitions: Association Football competitions in which both

Professional Players and Amateur Players may participate, as sanctioned by the Association from

time to time.

Professional Player: a player who has a written contract with his/her

Club and is paid by his/her Club more for his/her footballing activities for the Club than the expenses he/she effectively incurs in performing his/her

obligations to the Club.

Professional Registration Periods: the two (2) annual periods, as determined by the

Directors pursuant to Rule 138.2, when Professional Players (and those Amateur Players referred to in Rule 138.2) may be registered with the Association.

Pyramid League System: the men's or women's pyramid league system (as

applicable) for the playing of competitive league

Association Football in Wales at various levels ("**Tiers**"), as approved by the Association from time to time.

Qualifying Club:

any club defined pursuant to Rule 11.1.1.

Recognised Signatories:

two (2) signatures by the secretary (or equivalent) and the chairperson (or equivalent) of a Qualifying Club, National League or Area Association, in each case with the signatories signing personally.

Regulations:

the regulations, byelaws, orders, codes, policies, procedures and any other directive or instruction issued by the Association from time to time.

Representative:

any of the various representatives described in Rules 13 and 13(A).

Request Fee:

the appropriate sum pursuant to Rule 43.2.3.

Request Notice:

a written notice stipulating the nature of the matter complained of and requesting that such matter be referred to the Disciplinary Panel.

Rules:

these rules of the Association as amended from time to time.

Season:

the period, normally of twelve (12) months' duration, as determined by the Directors pursuant to Rule 138.2.

South Wales Area:

the areas governed by the West Wales Football Association, the South Wales Football Association and the Gwent County Football Association or as otherwise prescribed by the Directors from time to time.

Subordinate:

shall mean:

- any director, member, representative, official, employee, all coaching and technical staff and any other playing official of a Club, Area Association, National League or Associate Member;
- any Match Official, match observer, match assessor or match delegate;
- any Player or Futsal Player;
- every spectator at a game of Association Football in which a team of a Club plays, or in which a representative team of an Area Association, National League or Associate Member plays, and any person purporting to be a supporter or follower of such Member (where applicable);

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

Sunday Club: a Club which is not a Member of the Association and during any relevant Playing Season only plays Association Football on a Sunday.

> any non-Player listed on the official team list for any match including, without limitation, any coach, physiotherapist, or doctor.

the Transfer Matching System in place from time to time under the FIFA Rules.

payable in accordance with the FIFA Rules or the Association's Domestic Training Compensation Regulations.

a Player who is under assessment and evaluation by a Club as to their ability and fitness to play Association Football for a Club but who is not registered with the Association to play for that Club.

Union des Association Européennes de Football.

the statutes of UEFA as amended from time to time and all rules, regulations, orders and other directives issued by UEFA from time to time.

value added tax at the rate set from time to time.

a Club which is not a Member of the Association and during any relevant Playing Season only plays Association Football in matches organised exclusively for persons over thirty-five (35) years of age.

a vice-president of the Association appointed from time to time under the Rules.

a modified version of Association Football in which Players of all ages can participate and in which the Players must not run and/or jog and must have one foot on the ground at all times in accordance with the Regulations set by the Association from time to time.

a league playing Association Football in Wales which is exclusively for Youth Players; and

means:

Team Official:

TMS:

Training Compensation:

Trialist:

UEFA:

UEFA Rules:

VAT:

Veteran Club:

Vice-President:

Walking Football:

Youth League:

the development leagues currently known as Cymru Premier Development League North, Cymru Premier Development League South, Adran Under 19's North and Adran Under 19's South and any other development leagues which are primarily for Youth Players but which permit older Players to participate in matches to such extent as may be approved by the Directors from time to time.

Youth Player:

any Player who is aged sixteen (16), seventeen (17) or eighteen (18) registered to play in a Youth League and includes for the whole of the Playing Season any Player who reaches nineteen (19) years of age on or before 31st August during that Playing Season.

2. INTERPRETATION

- 2.1 Headings do not affect the interpretation of the Rules.
- 2.2 References to any statute or statutory provision include references to all acts of parliament and all other legislation having legal effect in Wales and/or, where applicable, England and any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also includes any orders, regulations, instruments or other subordinate legislation made under that statute.
- 2.3 The singular includes the plural and vice versa and gender includes any other genders and references to persons including an individual, company, corporation, firm or partnership unless the context requires otherwise.
- 2.4 In all Regulations, unless stated to the contrary in the relevant Regulation, references to the Council shall mean the Directors.

SECTION A

COMPOSITION OF THE ASSOCIATION

- 1. The Rules shall at all times be read and constructed in conjunction with the FIFA Rules and the UEFA Rules and in the case of conflict between these Rules and the FIFA Rules or UEFA Rules, the FIFA Rules or UEFA Rules shall prevail, and in the case of conflict between the FIFA Rules and UEFA Rules, the FIFA Rules shall prevail.
- 2. The objectives of the Association are:-
 - 2.1 throughout Wales, to improve the game of Association Football constantly and promote, regulate and control it in the light of fair play and its unifying, educational, cultural and humanitarian values, particularly through youth and development programmes;
 - 2.2 throughout Wales, to organise competitions, and authorise others to organise competitions, in Association Football in all its forms at all levels, by defining precisely, as required, the areas of authority of the various Area Associations and National Leagues;

- 2.3 to draw up all necessary Regulations to implement its rights, powers and objectives under these Rules and such measures and procedures as may be necessary to ensure their enforcement;
- 2.4 to protect the interests of its Members;
- 2.5 to comply with and prevent any infringement of the FIFA Rules and UEFA Rules and all decisions of FIFA, UEFA and the Association as well as the Laws of the Game and the Futsal Laws of the Game and ensure compliance with these by its Members;
- throughout Wales, to prevent all methods or practices which might jeopardise the integrity of football matches or competitions or give rise to abuse of Association Football;
- 2.7 throughout Wales, to control and supervise all friendly football matches of all forms;
- to manage the international sporting relations of Wales connected with Association Football in all its forms;
- 2.9 to host in Wales Association Football competitions at international and other levels;
- 2.10 to be neutral in matters of politics and religion and in discharging its functions, the Association will not discriminate against a country, private person, or group of people, or other entity, on account of ethnic origin, gender, language, religion, politics, age or any other reason and will ensure compliance with these obligations by its Members; and
- 2.11 to promote friendly relations between its Members, Associate Members and Subordinates and in society for humanitarian objectives.
- 3. Every Member, Associate Member, Subordinate or other person or organisation involved in the game of Association Football and/or Futsal in Wales shall observe these Rules and the Regulations and the principles of fair play as well as the principles of loyalty, integrity and sportsmanship. The Directors may from time to time prescribe at their absolute discretion that an Associate Member is exempt from complying with certain Rules and/or Regulations.
- 4. The Association shall provide the necessary institutional means to resolve any internal dispute that may arise between Members, Associate Members, Subordinates or other person or organisations involved in the game of Association Football and/or Futsal in Wales.
- 5. The status of Players and the provisions for their transfer shall be regulated by the Association in accordance with the FIFA Rules and Players shall be registered in accordance with these Rules.
- 6. The Association and each of its Members and Associate Members which play Association Football will do so in compliance with the Laws of the Game and only the IFAB shall lay down and alter the Laws of the Game. The Association and each of its Members and Associate Members which play Futsal will do so in compliance with the Futsal Laws of the Game and only FIFA shall lay down and alter the Futsal Laws of the Game.
- 7. Members and Associate Members shall have the following obligations (as applicable):

- 7.1 to comply fully with the FIFA Rules, UEFA Rules and the Rules and Regulations at all times and to ensure that these are also complied with fully by its Subordinates;
- 7.2 to ensure the election of its decision-making bodies;
- 7.3 to take part in competitions and other sports activities organised by the Association;
- 7.4 to pay its membership subscriptions to the Association;
- 7.5 to respect the Laws of the Game and/or the Futsal Laws of the Game and to ensure that these are also respected by its Subordinates through an appropriate provision in its own membership rules;
- to adopt and enforce an appropriate provision in its own membership rules specifying that any dispute requiring resolution involving itself or one of its Subordinates and relating to the Rules and Regulations and any decisions of the Association, or equivalent of an Area Association or National League or Associate Member, shall, at the appropriate stage in the dispute, come solely under the jurisdiction of the appropriate Judicial Body or the panel under Rule 146, as the case may be;
- 7.7 not to make any change or any amendment of its own membership rules without the approval of the Directors;
- 7.8 to communicate to its own members any amendment of its own membership rules;
- 7.9 not to maintain any relations of a sporting nature with entities that are not recognised by FIFA, UEFA or the Association or with Members or Associate Members that have been suspended or expelled by the Association;
- 7.10 to observe the principles of loyalty, integrity and good sporting behaviour as an expression of fair play through an appropriate provision in its own membership rules;
- 7.11 to keep and update regularly a register of its members; and
- 7.12 to comply fully with all other duties arising from the FIFA Rules, UEFA Rules, the Rules and Regulations,

and violation of the above-mentioned obligations by any Member or Associate Member may lead to penalties provided for in these Rules.

- 8. Members (excluding individual Councillors) and Associate Members shall be subordinate to, and recognised by, the Association. These Rules define the scope of authority and the rights and duties of the Members and Associate Members.
- 9. Each Member and Associate Member shall take all decisions on any matters regarding its membership of the Association independently of any external body. Where the Member or Associate Member is not an individual, this obligation applies regardless of its corporate structure.
- 10. No natural or legal person (including, without limitation, holding companies or subsidiaries) shall exercise Control over more than one Qualifying Club or other club playing Association Football in Wales whenever the integrity of any match or competition could be jeopardised.

11. Membership:

- 11.1 The Members shall comprise the following:
 - 11.1.1 a Qualifying Club means a club playing Association Football according to these Rules and:
 - 11.1.1.1 who play in the divisions of the National Leagues as the Directors shall prescribe in their absolute discretion from time to time; or
 - 11.1.1.2 who has enjoyed fifteen (15) years continuous membership of the Association whether or not still playing in the relevant divisions of the National Leagues prescribed by the Directors under Rule 11.1.3; or
 - 11.1.1.3 who is permitted into membership of the Association at the absolute discretion of the Directors,

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

- an Area Association means any regionally defined football association as the Directors shall prescribe at their absolute discretion from time to time which is responsible for fostering and improving the game of Association Football, promoting and organising competitions and matches and general management of Association Football, within its defined area under the authority of the Association, and whose headquarters are situate in Wales, which currently comprise the Central Wales Football Association; Gwent County Football Association, North East Wales Football Association; North Wales Coast Football Association; South Wales Football Association and the West Wales Football Association; and any other such area association permitted into membership of the Association at the absolute discretion of the Directors from time to time;
- a National League means any organisation as the Directors shall prescribe at their absolute discretion from time to time which arranges and runs a seasonal competition of a league or series of leagues for Qualifying Clubs, which currently comprise the Cymru Premier; Cymru North; Cymru South; Ardal Leagues Northern; Ardal Leagues Southern; Adran Premier; Adran North and Adran South; and any other such organisation permitted into membership of the Association at the absolute discretion of the Directors from time to time;
- 11.1.4 each Councillor; and
- 11.1.5 any other organisation which is involved in the game of Association Football (or a modified version of the game) in Wales as may be permitted into membership of the Association at the absolute discretion of the Directors from time to time.

- 11.2 A club, league and any other body or person not being a Member shall be eligible to apply to the Association to become an Associate Member and the Directors shall have absolute discretion on whether to grant or refuse the application, or impose any conditions on, or revoke, any such associate membership. An Associate Member shall have no right to propose changes to the Rules or otherwise seek to convene a meeting of the Members; receive notice of any meeting of the Members; attend any meeting of the Members or vote at any meeting of the Members.
- 12. The following shall apply in respect of the Officers:
 - there shall be four (4) posts of Officers who, subject to Rule 12.3, shall be appointed or elected (as the case may be) quadrennially by the members of the Council from all Councillors excluding Past Presidents and Life Councillors;
 - the four (4) Officers so appointed or elected must be two (2) who have their principal private residence or clubs they represent in the North Wales Area and two (2) who have their principal private residence or clubs they represent in the South Wales Area;
 - applications for Officer posts shall be submitted in writing to the Chief Executive Officer in accordance with the instructions issued by him/her to all eligible Councillors from time to time and any eligible Councillor shall be entitled to nominate him/herself to be considered for any named Officer post in any such application;
 - each Officer shall serve in office for a term of four (4) years and for the avoidance of doubt, the quadrennial cycle for Officers runs from 1st August 2021;
 - a Past President or Life Councillor shall not be eligible to stand for appointment or election to the post of an Officer;
 - the President shall not serve more than two (2) terms of four (4) years in the office of President SAVE THAT the triennial term of the President in office on the coming into effect of these Rules shall not be counted towards either of the four (4) year terms for the purpose of this Rule 12.6;
 - 12.7 the Deputy President shall not serve more than two (2) terms of four (4) years in the office of Deputy President and serving as Deputy President shall not preclude that person from standing for the office of President;
 - 12.8 there shall be no limit on the number of four (4) year terms a person may be appointed or elected to the office of Vice-President and serving as Vice-President shall not preclude that person from standing for the office of President or Deputy President;
 - if only one (1) eligible candidate applies for a named Officer post, that person shall be appointed to such post, if approved by the Council. If two (2) or more eligible candidates apply for a named Officer post, an election shall be held amongst the Councillors;
 - 12.10 if a person appointed or elected (as the case may be) as an Officer is one of the Councillors referred to in Rule 13, such Councillor shall vacate such post and shall be a member of the Council as an Officer of the Association. The vacancy created shall be filled in accordance with Rule 18;

- 12.11 the President shall be offered the position of Past President on completion of their current term in office as the President, if approved by the Council;
- any Officer, other than the President, shall be offered the position of Life Councillor on completion of their current term in office as an Officer, if approved by the Council;
- 12.13 each surviving former President of the Association holding the office of "Life Vice-President" shall be known as a Past President from the coming into effect of these Rules; and
- 12.14 Officers are required to notify the Directors in writing of their intention to continue or relinquish their position as a director or committee member or officer (or any other position) with a Qualifying Club, a National League, an Area Association, or any other organisation which is a Member or an Associate Member.

SECTION B THE COUNCIL

- The Councillors are the shareholders and, collectively, are the supreme body of the Association. The Council shall consist of four (4) Officers, such Past Presidents and Life Councillors as there may be from time to time, and such other Councillors who are nominated or elected in accordance with the remainder of this Rule 13. Such other Councillors shall be nominated and/or elected as appropriate for a term of four (4) years, with the first of such quadrennial terms commencing on 1st August 2023. The nomination or election process shall be as follows:
 - the one (1) Cymru Premier Representative shall be nominated or elected by the Qualifying Clubs in the Cymru Premier;
 - the one (1) Cymru North Representative shall be nominated or elected by the Qualifying Clubs in the Cymru North;
 - the one (1) Cymru South Representative shall be nominated or elected by the Qualifying Clubs in the Cymru South;
 - the three (3) Ardal Leagues Northern Representatives shall be nominated or elected by Qualifying Clubs in Ardal Leagues Northern (split geographically into three (3) groups by the Directors to ensure regional representation);
 - the three (3) Ardal Leagues Southern Representatives shall be nominated or elected by Qualifying Clubs in Ardal Leagues Southern (split geographically into three (3) groups by the Directors to ensure regional representation);
 - the one (1) Adran Premier Representative shall be nominated or elected by Qualifying Clubs in the Adran Premier;
 - the one (1) Adran North Representative shall be nominated or elected by Qualifying Clubs in the Adran North;
 - the one (1) Adran South Representative shall be nominated or elected by Qualifying Clubs in the Adran South; and
 - 13.9 each of the six (6) Area Associations shall nominate two (2) Councillors (one of whom

shall first be elected by the Area Association's member clubs, in an election organised by the Area Association in accordance with any directions issued by the Directors from time to time) and the names of the persons nominated under this Rule 13.9 shall be submitted to the Chief Executive Officer no later than 1st August in the relevant year or as otherwise permitted by the Directors from time to time;

- each of the other organisations which is accepted as a Member pursuant to Rule 11.1.5 shall nominate one (1) Councillor and the names of the persons nominated under this Rule 13.10 shall be submitted to the Chief Executive Officer no later than 1st August in the relevant year or as otherwise permitted by the Directors from time to time.
- 13(A) Save in respect of an existing Councillor standing for re-election or re-appointment to the Council, from and including 1st August 2019 no person shall be eligible to become a Councillor unless they are under 65 years of age on the date they take up office.
- 14. Deliberately left blank.
- 15. Candidates for any of the posts set out in Rule 13.1 to 13.8 shall be chosen by a process of nomination and election as follows:
 - 15.1 candidates shall either be nominated by a Qualifying Club which is entitled to vote in the applicable election or shall be a retiring Councillor who wishes to stand for reelection to the same post from which he/she is retiring. Candidates nominated by a Qualifying Club must express their willingness to stand in writing beforehand. The Qualifying Club shall notify the Chief Executive Officer of their nomination on the official form as prescribed by the Chief Executive Officer from time to time, sent out by the Chief Executive Officer at least fourteen (14) days prior to 14th June. Such form shall be signed by the Recognised Signatories of the Qualifying Club and returned to the Chief Executive Officer on or before 14th June in any year when the quadrennial elections are taking place. Any retiring Councillor seeking to be re-appointed shall notify the Chief Executive Officer on or before 14th June and his/her name shall be added to the list of candidates. No candidate shall be allowed to withdraw his/her name from the list within three (3) days after the closing date for the receipt of nominations;
 - in the event that only one candidate is nominated for any of the posts set out in Rule 13.1 to 13.8, that person shall be automatically appointed to the Council without an election. If the number of candidates exceeds one (1) an election amongst the relevant Qualifying Clubs shall be held in accordance with Rules 17.1 to 17.7;
 - in the event of no candidate being nominated for a post set out in Rules 13.1 to 13.8, the Directors shall have the power to, and shall, appoint a person as the relevant Representative and such person so appointed by the Directors shall be the relevant Representative as if elected or appointed to the post by the relevant Qualifying Clubs;
 - where more candidates are nominated than the prescribed number of Representatives set out in any of Rules 13.1 to 13.8, an election shall be held in any such case amongst the relevant Qualifying Clubs to choose the relevant Representative(s);
 - 15.5 save as set out in Rule 15.6, no Qualifying Club shall be allowed to nominate or vote for more than one candidate for election to the Council in any one election; and

- solely in respect of the nomination or election of Councillors, and for no other purpose under these Rules, a Qualifying Club with teams playing in both (a) men's Pyramid League System and (b) the women's Pyramid League System shall be entitled to participate in the process to nominate or elect Representatives under both (a) Rules 13.1 to 13.5 and (b) Rules 13.6 to 13.8.
- 16. No two Councillors shall be directors or committee members or officers or in any other material way associated with the same Qualifying Club.
- 16(A) No person who is a Close Family Member of a current Councillor shall be permitted to stand for election to Council and shall not be nominated or otherwise appointed as a Councillor and any purported election, nomination or appointment of such person shall be void.
- 17. In the event of an election being held:
 - voting papers containing the names of candidates for election to the Council as a Representative under any of Rules 13.1 to 13.8 shall be sent by the Association to all Qualifying Clubs eligible to vote in the relevant election;
 - 17.2 all completed voting papers, relating to the election of any Representatives as set out in Rules 13.1 to 13.8 shall be dispatched to the Association in special envelopes, which envelopes shall have been supplied by the Association and which shall have an identifying ballot name printed on their face. All such voting papers must be received by the Association by not later than the 25th of July in the year of quadrennial elections;
 - 17.3 each special envelope, in which any completed voting paper is dispatched to the Association, must be signed on behalf of the Qualifying Club by the Recognised Signatories of that Qualifying Club;
 - 17.4 voting papers shall be opened only in the presence of an Officer;
 - in the event of a voting paper being declared void, the identity of the Qualifying Club concerned shall not be disclosed but the total number of void ballot papers shall be announced;
 - 17.6 the candidate in the election for each of the Representative posts set out in Rules 13.1 to 13.8 receiving the greatest number of votes shall be declared elected as the relevant Representative. If the votes for any such post are equal, as soon as reasonably possible the Association will arrange a re-election for such post in accordance with the processes and procedures used for the quadrennial election (with the exception of the reference to 14th June and 25th July); and
 - 17.7 the President, or in his/her absence, one of the other Officers, shall be the returning officer for the purpose of supervising the count of voting papers. The candidates shall have the right to be present when the votes are counted and at any recount. The results of the elections shall be declared at a meeting which shall be open to the Members. The Chief Executive Officer shall notify all Members of the result of the elections in writing within fourteen (14) days of the count.
- 18. Vacancies occurring on the Council (including, for the avoidance of doubt, a vacancy in any post as an Officer) shall be filled within three (3) calendar months of such vacancy occurring or

as otherwise approved by the Directors. If the vacancy is in respect of a Councillor nominated by the Area Associations, the Area Associations which nominated that person shall nominate a replacement and notify the Association in writing accordingly. If the vacancy is in respect of an elected or appointed Representative as set out in Rules 13.1 to 13.8, the processes and procedures used in the quadrennial elections (with the exception of the reference to 14th June and 25th July) shall be used to fill such vacancy. If the vacancy is in respect of an Officer, the processes and procedures for the appointment or election of Officers in Rule 12 shall apply.

- 19. Any person ceasing to be a Councillor after serving as a Councillor for not less than twenty-one (21) years in total, whether consecutive or not, shall be offered the position of Life Councillor, if approved by the Council.
- 20. Upon taking office, a Councillor immediately assumes the position of shareholder of The Football Association of Wales Limited and shall remain so until replaced by election, appointment or nomination as the case may be under these Rules or by removal under these Rules or the Articles. Without limitation to the said provisions of this Rule, a Councillor shall cease to hold office on reaching the age of 80 unless on or before that date they have been made a Past President or Life Councillor.
- 20(A).1 A person shall cease to hold the position of Councillor if:
 - 20(A).1.1 that person dies (whether before or after the coming into effect of this Rule);
 - 20(A).1.2 that person is removed from being a Director under section 168 of the Companies Act 2006 or is prohibited from being a Director by law (in each case, whether before or after the coming into effect of this Rule);
 - 20(A).1.3 a bankruptcy order is made against that person (whether before or after the coming into effect of this Rule);
 - 20(A).1.4 a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - 20(A).1.5 a registered medical practitioner who is treating that person gives a written opinion to the Association stating that the person has lost mental capacity under the Mental Capacity Act 2005 for a period of more than three (3) months;
 - 20(A).1.6 notification is received by the Association from that person that the person is resigning from the Council, and such resignation shall take effect immediately on the date notification is received by the Association, irrespective of any later date stipulated in the notification;
 - 20(A).1.7 that person has been absent for three (3) consecutive Council meetings without giving written notice of their apologies to the Chief Executive Officer; or
 - 20(A).1.8 a Judicial Body decides to impose such a penalty or sanction and that person either does not appeal or exhausts all procedures and processes of appeal in these Rules.

20(A).2 Any person who:

20(A).2.1 ceases to be a Councillor pursuant to Rule 20(A).1; or

20(A).2.2 is sanctioned with a suspension from being a Councillor in a final disciplinary decision by the Judicial Bodies or any other relevant body, and that suspension is served during any part of (a) the period from 14th June to 31st July for the purposes of Rule 15 or (b) the relevant period for a re-election under Rule 17.6 or (c) the relevant period to fill a vacancy under Rule 18,

shall not be eligible to stand for re-election or re-appointment to the Council.

21. A candidate for election, appointment or nomination to the Council shall not offer any bribe, or consideration, or pay fees, or offer any improper inducement of any kind whatsoever, to any person or entity (including, without limitation, any Qualifying Club) for the purpose of procuring the nomination and/or vote of the said person or entity in the election, appointment or nomination of such candidate to the Council. No Area Association, nor any Qualifying Club, nor any National League, nor any person or other entity whatsoever, shall offer, on behalf of any candidate or at all, any bribe, or consideration, or pay fees, or offer any improper inducement of any kind whatsoever, to any person or entity (including, without limitation, any Qualifying Club) for the purpose of procuring the nomination or vote of such person or entity (including, without limitation, any Qualifying Club) in the election or appointment of any such candidate to the Council. Any breach of this Rule shall be deemed a Disciplinary Offence. In addition to any penalty imposed under Rule 46.1 for any breach of this Rule, any breach whatsoever of this Rule shall render null and void the election to the Council of any candidate concerned or implicated by any such said breach, if such candidate shall have been elected as a Councillor.

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

- 22. A general meeting of the Members shall be held annually in the month of May for the consideration of any changes to these Rules proposed in accordance with this Section C. No Member proposed change to the Rules shall be permitted, whether for consideration in the May general meeting or at any special general meeting convened under Rule 23, if such proposed Rule change would affect the commercial and/or financial affairs of the Association or the structures and/or composition of the Pyramid League System as prescribed by the Association from time to time in the Regulations for the Pyramid League System or its equivalent. In the event of any conflict between this Rule and any other Rule in this Section C, the provisions of this Rule shall apply.
- 23. In addition to the May general meeting, the Chief Executive Officer shall convene a special general meeting of the Members for the consideration of changes to the Rules either:
 - 23.1 when the Directors inform the Chief Executive Officer that they have resolved that a special general meeting should be convened and state the wording of the proposed change or changes to the Rules; or
 - upon receipt of a written requisition to convene such a Meeting signed by or on behalf of a quorum of at least forty (40) Members (excluding individual Councillors) signed by the Recognised Signatories, such requisition shall state the wording of the proposed change or changes to the Rules.
- 24. The wording of any change to the Rules proposed by the Directors or any Member (including, for the avoidance of doubt, any individual Councillor but excluding any Past President or Life Councillor) for consideration at the May general meeting shall be notified to the Chief Executive Officer:

- in the case of any change to the Rules proposed by any such Member, on or before 31st March in that year in the form of a written notification, duly signed by the individual Councillor or the Recognised Signatories (as applicable); or
- in the case of a Rule change proposed by the Directors, on or before 30th April in that year.
- 25. The Chief Executive Officer shall notify all Members (including, for the avoidance of doubt, the members of the Council) of the date, time and place of all meetings of the Members ten (10) clear days in advance, such notice to be in writing and to contain details of the proposed Rule changes to be discussed.
- 26 At meetings of the Members:
 - all Members (excluding individual Councillors) shall be entitled to send one representative to the meeting. Such representative must produce a written authority signed by the Recognised Signatories authorising him/her to be such representative at the meeting. All Members being members of Council shall be entitled to attend meetings in person. No person shall represent more than one body or person at a meeting, except that any person may in addition to acting in person or as the representative of a Member body also act as proxy for another Member or Members;
 - all Members or their representatives (except, from 1st August 2023, Past Presidents and Life Councillors) shall be entitled to one (1) vote at meetings. A Rule shall be amended, removed or added if two thirds of those voting at the meeting vote in favour of the proposal;
 - 26.3 Members (except, from 1st August 2023, Past Presidents and Life Councillors) shall be entitled to vote at meetings by proxy. The Member shall complete the proxy form as prescribed by the Chief Executive Officer from time to time. The form of proxy shall be lodged with the Chief Executive Officer a minimum of three (3) calendar days prior to the meeting; and
 - the President if present, or if absent the Deputy President if present, or if both are absent one of the Vice-Presidents, shall preside as chairperson at all meetings unless there be no such chairperson present within fifteen (15) minutes of the time appointed for the start of the meeting in which case the Members present shall choose any other Councillor to be chairperson of that meeting.
- 27. Amendments to the Rules made at a general meeting shall come into force at the beginning of the following Season, except that:
 - 27.1 where at any time the Directors propose an amendment, the Directors shall have the right to designate that the amendment come into force at an earlier date as stipulated by the Directors in the notice of the general meeting sent to Members proposing the amendment; or
 - 27.2 where an amendment is not proposed by the Directors and the amendment is made after the May general meeting but before the commencement of the next Season, the amendment shall not come into force until the beginning of the Season after that unless deemed practicable to implement by the Directors, in which case the amendment shall come into force at the beginning of the Season immediately

SECTION D APPLICATION OF THE RULES AND THE POWERS OF THE DIRECTORS

- 28. All Members (excluding individual Councillors), all Associate Members and their respective Subordinates shall draft their respective own rules or regulations (in whatever form) to be consistent with these Rules and the Regulations. Where a conflict occurs between such rules or regulations and these Rules or the Regulations (as the case may be) these Rules or the Regulations shall prevail.
- 29. Wherever required to do so by the Association, all Members (excluding individual Councillors) and all Associate Members shall ensure that their respective own rules or regulations (in whatever form) and the Rules and Regulations, are fully complied with by their respective Subordinates.
- 30. Any changes to the rules or regulations (in whatever form) of any Members (excluding individual Councillors) or any Associate Members shall be subject to the approval of the Directors.
- 31. All Members, Associate Members and their respective Subordinates are subject to and bound by these Rules and the Regulations.
- 32. In any case, where the wording of Rules 28, 29, 30 or 31 is in conflict with any wording in any other Rule or Regulation, then the wording of Rules 28, 29, 30 or 31 (as the case may be) shall prevail.
- 33. The Directors are hereby empowered to make such Regulations which it deems necessary to provide for matters arising from these Rules or to implement these Rules. Any such Regulation must not conflict with any Rule and in the event of any conflict, such Regulation shall be of no effect to the extent to which it conflicts with any Rule. All Members, Associate Members and their respective Subordinates shall be deemed to have knowledge of and to be bound absolutely by any such Regulation, if such Regulation shall have been published on the website of the Association.
- 33(A) Neither Council nor the Directors shall decide to enact or otherwise adopt any motion, issue or other matter proposed or otherwise raised by a Councillor or Director at a meeting of Council or a meeting of the Directors (as the case may be) ("Proposal") unless Council or the Directors (as the case may be) (a) decides to refer the Proposal for consideration, review and/or amendment to the relevant committee of the Council or the Directors and (b) Council or the Directors has subsequently received and considered the said committee's report on the Proposal. The provisions of this Rule shall not apply to a Proposal relating to a day to day operational matter that is materially consistent with the Association's then current (a) strategic and business plans, (b) budget and (c) Regulations.
- 34. The Directors are hereby authorised to make such rules as it deems necessary with reference to and in connection with any competition held within the area of the Association's jurisdiction and specifically, but without limitation, the Directors may make any such rules to regulate the actions of any officers or representatives involved in such competitions.
- 35. The Directors shall have power to suspend the playing of Association Football and/or Futsal at all or any club or ground within its jurisdiction at such times and for such duration as the Directors shall see fit. Notwithstanding any provision contained in Rules 138.1 to 138.3, the

Directors shall have power to extend or diminish the period of the Season, Playing Season, Close Season, Professional Registration Periods and/or Amateur Registration Periods in any year or at any time, when such a course shall seem to it to be necessary or desirable. All contracts or agreements between clubs, Players or any other party or between any or all of them shall be modified (if necessary) to take account of the effect of any decision of the Directors which may be made from time to time under the provisions of this Rule.

36. The Directors are hereby empowered to prohibit any Member, Associate Member or Subordinate from playing any match or matches with any league or leagues and any club or clubs not belonging to a football association recognised by FIFA, UEFA or the Association, if the Directors consider such prohibition necessary or desirable.

SECTION E DISCIPLINARY PROCEEDINGS, DISPUTES, APPEALS AND INDEPENDENT ARBITRATION

SECTION E1 PANEL STRUCTURE, COMPOSITION AND JURISDICTION

- 37. The functions of any of the Judicial Bodies of the Association shall be as follows:
 - 37.1.1 except for any matter dealt with under the Reduced Penalty Regulations, the Regulations for Disciplinary Procedures Concerning Field Offences, the Anti-Doping Regulations or the Disciplinary Ceding Regulations, to adjudicate on any provisional measures relating to an alleged Disciplinary Offence and/or on any charge of an alleged Disciplinary Offence brought by the Association. In such cases the Association will be a "Party" to the proceedings and any appeal;
 - 37.1.2 to act as an independent tribunal to facilitate the resolution of disputes between Members, Associate Members, Subordinates and/or other third parties as respectively referred to the Association under Rules 39.2.2 to 39.2.7, inclusive. In such cases, the Members, Associate Members, Subordinates and/or other third parties (as the case may be) will be the "Parties" to the proceedings and any appeal. For the avoidance of doubt, the Association's function shall be to organise the proceedings (including any hearings) of the Judicial Bodies and the Association shall not be a Party to such proceedings; and
 - 37.1.3 to act as the review body following any request for review of a decision of the Association made under Rule 39.3.3 to 39.3.6 (inclusive). The Association and the party requesting the review will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules.
 - 37.2 The Judicial Bodies shall have no jurisdiction to consider or rule on any objection or other challenge to (i) a decision of the Council or Directors or any of their respective committees or sub-committees (save as set out in Rule 39.3.6) or (ii) the validity or enforceability of any Rule or Regulation of the Association.
 - 37.3 In the event of any conflict or issue of interpretation between any provision of this Rule 37 and any other Rule in Section E, this Rule 37 shall prevail.
- 38. For the purpose of this Section E of the Rules:

- 38.1 It shall be a breach of the Rules for any Member, Associate Member or any Subordinate to do or permit or assist in the doing or permitting of any of the following whether in connection with the playing of Association Football or Futsal (or, where applicable, in connection with the playing of (a) Open Friendly Matches, (b) Closed Friendly Matches, (c) matches played under the Association's Small-Sided Football Regulations, (d) Walking Football matches or (e) matches played by College Teams, Sunday Clubs or Veteran Clubs) or otherwise (where the context so requires):-
 - 38.1.1 violate the Laws of the Game or the Futsal Laws of the Game or the Rules or any Regulation or violate the FIFA Rules or UEFA Rules;
 - 38.1.2 violate the rules or regulations (in whatever form) of any Member or Associate Member or any competition, sanctioned by a Member or an Associate Member or sanctioned by the Association;
 - 38.1.3 play with or against any club suspended by FIFA, UEFA, the Association, any Area Association or National League or any other national football association recognised by FIFA or appoint or allow to remain in office a director or official who has been suspended by any such body;
 - in respect of matches taking place within the jurisdiction of the Association, bet in any betting activity (authorised and registered football pools excepted) or accept any bets in any way related to any match;
 - 38.1.4(A) in respect of matches involving any Member, Associate Member or Subordinate playing any match in a competition outside Wales, the said Member, Associate Member or Subordinate shall not bet in any betting activity (authorised and registered football pools excepted) or accept any bets in any way related to the said match or any other match in the competition in which the match involving the said Member, Associate Member or Subordinate takes place;
 - 38.1.5 offer or attempt to offer, either directly or indirectly, any bribe or other reward whatsoever to a Member, Associate Member, Subordinate, any other club official, Player, Match Official or any other footballing body or individual with a view to influencing the result, progress, conduct or any other aspect of any match, or to accept any such bribe or other reward;
 - 38.1.5(A) whilst participating in a match, whether as a Player or Match Official, for any person (for reward) to fail to perform their duties or responsibilities to the best of their ability during the match;
 - 38.1.5(B) any act of commission or omission aimed at influencing the course and/or conduct of a match or competition (or any incident or event in a match) in an unlawful or undue manner;
 - 38.1.5(C) fail to report to the Association immediately any approach from any person, organisation or other third party in respect of activities reasonably thought to be aimed at influencing the course and/or result of a match or competition in an unlawful or undue manner;
 - 38.1.5(D) fail to report to the Association immediately any information or behaviour involving any person, organisation or third party in respect of activities

- reasonably thought to be aimed at influencing the course and/or result of a match or competition in an unlawful or undue manner;
- allow a director, official, Match Official, or Player under suspension to act as a Match Official or to perform any duties from the execution of which that person has been suspended, or fail to take all reasonable precautions to prevent such person from entering the ground of any Qualifying Club or any other club;
- 38.1.7 sell or offer for sale, either directly or indirectly, a ticket for any football match in excess of the face value of the ticket;
- 38.1.8 play a match with or against a club whose ground has been closed by the Association on any ground within a radius of twelve (12) miles of the ground closed unless such match is an away fixture for the club whose ground has been so closed and is played at the ground of the home team which is within a radius of twelve (12) miles of the closed ground;
- 38.1.9 commit any act or make any statement either verbally or in writing (including, without limitation, any racial or other discriminatory behaviour, conduct or language), or be responsible for conduct, continuing misconduct or any other matter likely to bring the game of Association Football or the Association into disrepute including, without limitation, any incident on or around the field of play (including the changing room area) that occurs before, during or after a match;
- 38.1.10 any act or omission constituting a Doping Offence;
- 38.1.11 if more than two (2) members of a club are found to have committed a Doping Offence during an "Event Period" (as defined in the Anti-Doping Regulations), the club shall be deemed to have committed a Disciplinary Offence;
- 38.1.12 receive a caution or conviction for any of the offences listed in Schedule 4
 Criminal Justice and Court Services Act 2000, its revisions and amendments;
 or received any caution or conviction for any offences listed in the Sexual
 Offences Act 2003, its revisions and amendments; or received any caution
 or conviction for any of the offences listed in Schedule 1 Children and Young
 Persons Act 1933, its revisions and amendments; or is identified as a person
 presenting a risk or potential risk to children; or receive any caution or
 conviction for any offence against a vulnerable adult; or breach the
 Association's Safeguarding/Welfare Policies and Procedures and
 Regulations, or any code of conduct and/or ethics established under any of
 them;
- 38.1.13 fail to act in an orderly fashion or fail to refrain from violence, threatening, abusive, obscene or provocative behaviour, conduct or language (including, without limitation, whilst under the influence of alcohol or drugs) whilst attending or taking part in a match including, without limitation, any racial or other discriminatory behaviour, conduct or language;
- 38.1.13(A) fail to hold a valid Premises Licence or Temporary Event Notice for the supply of any alcohol at a ground where any home matches are played and

- comply with all conditions of the Premises Licence or Temporary Event Notice (including, without limitation, any designation or restriction on where alcohol may be sold or consumed in the ground);
- 38.1.13(B) fail to prevent the consumption of alcohol in any outdoor area of a home ground when any form of football is being played or practised other than within an outdoor area designated as an area where alcohol supplied in accordance with Rule 38.1.13(A) may be consumed PROVIDED THAT such outdoor area must not be within three metres of the touchline of the playing area at any point irrespective of any provision to the contrary in any Premises Licence or Temporary Event Notice and PROVIDED FURTHER THAT nothing in this Rule 38.1.13(B) shall alter or reduce the obligations on a person or organisation arising under the Sporting Events Act 1985, its revisions and amendments;
- 38.1.13(C) bring alcohol into a ground (or fail to prevent alcohol being brought into a ground where any home matches are played) other than in respect of use to be made pursuant to any Premises Licence or Temporary Event Notice;
- 38.1.14 encroach on the pitch area, save for authorised persons or for reasons of crowd safety;
- 38.1.15 whilst attending a match (a) have in their possession at any ground any firework, flare, smoke bomb or other pyrotechnic device or (b) ignite or otherwise set-off any firework, flare, smoke bomb or other pyrotechnic device or (c) throw any firework, flare, smoke bomb, other pyrotechnic device, missile, bottle or other potentially harmful or dangerous object (including, without limitation, at or on to the pitch or at any person on the pitch or elsewhere in the ground);
- 38.1.16 fail to ensure that a private way is provided for players and officials from the playing ground to the dressing room whenever this is practicable at every ground within the jurisdiction of that Member or Associate Member; or
- 38.1.17 use or provide others with information which is not publicly available and which is obtained through the Member's, Associate Member's or Subordinate's position in football and which damages, or could damage, the integrity of a match or competition.
- 38.2 Every Member or Associate Member (including, without limitation, a Club) will be responsible for the actions of its Subordinates (including, without limitation, its Players) and the Member or Associate Member will also be in breach of any Rule or any Regulation, if that Rule or Regulation is breached by its Subordinate.
- 39. The jurisdiction of the Reduced Penalty Regulations, the Regulations for Disciplinary Procedures Concerning Field Offences, the Anti-Doping Regulations and, subject to Rule 40, of the Judicial Bodies is as follows:
 - any Disciplinary Offence prescribed by the Reduced Penalty Regulations shall be dealt with under such Regulations if the Association elects to use such Regulations and the person charged with the Disciplinary Offence pleads guilty and agrees to the procedures under such Regulations;

- 39.1(A) any Disciplinary Offence prescribed by the Regulations for Disciplinary Procedures Concerning Field Offences shall be dealt with under such Regulations;
- 39.1(B) any Disciplinary Offence under Rule 38.1.10 shall be dealt with under the Anti-Doping Regulations;
- 39.2 the Disciplinary Panel will hear the following matters:
 - any charge of an alleged Disciplinary Offence brought by the Association against any Member, Associate Member or Subordinate except (a) any matter dealt with under the Reduced Penalty Regulations; (b) any matter dealt with under the Anti-Doping Regulations; (c) any matter dealt with under the Regulations for Disciplinary Procedures Concerning Field Offences; (d) any charge of an alleged breach of Rule 21 reserved to the Appeals Panel under Rule 39.3.1 or (e) any matter dealt with under the Disciplinary Ceding Regulations in accordance with Rule 41. The Association and the said Member, Associate Member or Subordinate will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules;
 - any appeal by a Subordinate or other third party against a decision of a Member or an Associate Member, where the said decision was a decision by the Member or Associate Member in the first instance. The Member or Associate Member and the Subordinate or other third party will be the "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules;
 - any appeal by a Subordinate or other third party against a decision of a Member or an Associate Member, where the said decision was a decision by the Member or Associate Member acting as an appellant body in hearing an appeal against a decision of a Subordinate. The said Subordinates and/or other third party (but not the Member or Associate Member which acted as an appellant body) will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules;
 - 39.2.4 any dispute or difference between two or more Members and/or Associate Members (not being an appeal covered by Rule 39.2.2) which one or more of the said Members and/or Associate Members refers to the Association for resolution. The said Members and/or Associate Members will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules;
 - any disputes or differences between a Member or an Associate Member and any Subordinate or other third party (not being covered by Rules 39.2.2 or 39.2.3) which one or more of the Member or Associate Member or the Subordinate or other third party refers to the Association for resolution. The Member or Associate Member of the Association and the Subordinate or other third party will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules;
 - 39.2.6 any dispute or difference between a Player and Intermediary which one or more of them refers to the Association for resolution. The Player and the

- Intermediary will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules; and
- any dispute or difference between an Intermediary and any club (not being a Qualifying Club) which one or more of them refers to the Association for resolution. The Intermediary and the club will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules.
- 39.3 The Appeals Panel will hear the following matters:
 - any charge of an alleged Disciplinary Offence brought by the Association against any Member, Associate Member or Subordinate for a breach of Rule 21. The Association and the said Member, Associate Member or Subordinate will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of these Rules;
 - an appeal by either of the relevant Parties against a decision of the Disciplinary Panel made under any part of Rule 39.2 except that the Association will only have the right to appeal against the penalty or sanction imposed by the Disciplinary Panel under Rule 39.2.1 and not against a finding of not guilty other than a finding of not guilty in a Disciplinary Offence under Rule 38.1.11, where the Association's right of appeal shall not be so limited;
 - any request for a review made under the Agent Regulations by an applicant for Registration (as defined in the Agent Regulations) as an Intermediary following a decision by the Association to decline such application for Registration. The Association and the said applicant will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules;
 - 39.3.4 the review, in accordance with the Agent Regulations, of any decision of the Association made under the Agent Regulations to suspend the Registration of an Intermediary. The Association and the Intermediary will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of the Rules:
 - an appeal by the relevant Member, Associate Member or Subordinate against a decision of the Association's Safeguarding Panel made under the Association's Safeguarding/Welfare Policies and Procedures and Regulations. The Association and the said Member, Associate Member or Subordinate will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of these Rules;
 - an appeal by the relevant Member, Associate Member or Subordinate against a decision of the Association's National League Board or National Cup Board solely in relation to an alleged breach of the rules of any competition organised by the Association. The Association and the said Member, Associate Member or Subordinate will be the relevant "Party" or "Parties" to the proceedings for the purpose of Section E of these Rules; and
 - 39.3.7 any matters referred to it by the Association under Rule 40 which would

otherwise have been heard by the Disciplinary Panel.

- 39.4 The Independent Arbitration Panel will hear the following matters:
 - an appeal by either of the relevant Parties against a decision of the Appeals Panel made under any part of Rule 39.3 except that the Association will only have the right to appeal against the penalty or sanction imposed by the Appeals Panel under Rule 39.3 and not against a finding of not guilty under Rule 39.3; and
 - any matter referred to it by the Association under Rule 40 which would otherwise have been heard by the Disciplinary Panel or Appeals Panel.
- 39.5 The proceedings of each such Panel will be conducted in a private hearing of all the Parties unless there is an election under the Rules by the relevant Party or Parties (as the case may be) waiving the right to a private hearing.
- 39.6 On a case by case basis, an independent chairperson appointed by the Chief Executive Officer (or his/her nominee) from the list of independent chairpersons designate may issue provisional measures (such as an interim suspension) where these are deemed necessary to ensure the proper administration of justice, to maintain sporting discipline, to avoid irreparable harm, or for reasons of safety and security where either: (a) an alleged Disciplinary Offence by a Member, Associate Member or Subordinate is being investigated by the Association; or (b) a Disciplinary Notice has been given but the outcome of the matter has not yet been finally decided by the Judicial Bodies. The independent chairperson shall consider the matter based on written submissions only, and the Association shall not be required to disclose its submission or any related documents to the relevant Member, Associate Member or Subordinate. A provisional measure may apply until the outcome of the matter has been finally decided by the Judicial Bodies. The duration of any such provisional measure may be deducted from the final disciplinary sanction. Provisional measures may be appealed against, and any such appeal shall be considered in a similar manner by a different independent chairperson appointed by the Chief Executive Officer (or his/her nominee) from the list of independent chairpersons designate. Any appeal must reach the Association (marked for the attention of the discipline department) in writing and with grounds within three (3) days of receipt of the notice of provisional measures, and no appeal fee will be payable. The decision of the independent chairperson considering the appeal shall be final.
- 40. On behalf of the Association, the Chief Executive Officer (or his/her nominee) may in his/her absolute discretion elect to:
 - 40.1 seek provisional measures in relation to an alleged Disciplinary Offence by any Member, Associate Member or Subordinate;
 - 40.2 bring a charge of an alleged Disciplinary Offence against any Member, Associate Member or Subordinate, or alternatively to issue a written warning or take no action;
 - 40.3 refer to the Appeals Panel or the Independent Arbitration Panel any matter which in the absence of such an election would otherwise be under the jurisdiction of the Disciplinary Panel; and
 - 40.4 refer to the Independent Arbitration Panel any matter which in the absence of such

and the Association shall give notification of such election to the Parties and the matter shall proceed in accordance with the relevant provisions in the Rules relating to the relevant Panel to which the matter is referred save that, in relation to a referral under Rule 40.3 or Rule 40.4, there shall be no increase in fees as a result of such referral.

- 41. In respect of those Members and Subordinates identified in the Disciplinary Ceding Regulations, and only to the extent prescribed by the Disciplinary Ceding Regulations, the provision of the Disciplinary Ceding Regulations shall apply in substitution for the relevant provisions of Section E of these Rules and shall be binding on such Members and Subordinates. Any matter affecting or involving a Member or Subordinate which is outside the scope of the Disciplinary Ceding Regulations (whether a Disciplinary Offence or other breach of these Rules) shall be dealt with in accordance with Section E of these Rules.
- 42. The composition of the Judicial Bodies will be as follows:
 - 42.1 the Disciplinary Panel only the Councillors referred to in Rule 13.1 to 13.10 (inclusive) and Life Councillors may sit on the Disciplinary Panel. Each Disciplinary Panel will consist of three (3) members, including one from a list of four (4) chairpersons designate nominated by the Council from time to time. On a case-by-case basis, the Chief Executive Officer (or his/her nominee) will appoint the Disciplinary Panel chairperson from the said list of chairpersons designate and the other two (2) members of the Disciplinary Panel provided that any Party to the proceedings may appeal against any such appointment decision by giving written notice to the Association (marked for the attention of the discipline department) and with grounds no more than three (3) Business Days following receipt of the notice of hearing. On receipt of such notice, the objection will be referred to the appointed Chair of the Panel to determine, except if the objection relates to the Chair, in which case the objection will be referred to one of the other chairpersons to determine;
 - 42.2 the Appeals Panel – until 31st May 2025, will consist of three (3) persons, two (2) of whom will be drawn solely from the Officers and Past Presidents and the third person will be an independent chairperson (not a Member) who will be a person of high standing and probity and with a sound knowledge of Association Football matters selected from a list of independent chairpersons designate nominated by the Directors from time to time (and no less than quadrennially). From 1st June 2025, the Appeals Panel will consist of three (3) persons, two (2) of whom will be independent persons (not a Member) of high standing and probity, with sound knowledge of Association Football or other sporting matters, in each case selected from a list of independent persons designate nominated by the Directors from time to time (and not less than quadrennially) and the third person will be an independent chairperson (not a Member) who will be a legally qualified person and with a sound knowledge of Association Football matters selected from a list of independent chairpersons designate nominated by the Directors from time to time (and no less than quadrennially). On a case by case basis, the Chief Executive Officer (or his/her nominee) will appoint the independent chairperson from the said list of independent chairpersons designate and the two (2) other members of the Appeals Panel provided that any Party to the proceedings may appeal against any such appointment decision by giving written notice to the Association (marked for the attention of the discipline department) and with grounds no more than three (3) Business Days following receipt of the notice of hearing. On receipt of such notice, the objection will be referred to the appointed Chair of the Panel to determine; and

- Independent Arbitration Panel in any matter concerning a charge of an alleged Disciplinary Offence under Rule 38.1.11, the appeal tribunal division of the National Anti-Doping Panel of Sports Dispute Resolution Panel Limited (or any other equivalent panel nominated by UK Anti-Doping from time to time) will be the Independent Arbitration Panel. In respect of any other Disciplinary Offence or alleged Disciplinary Offence or dispute under the Rules, on a case by case basis, the Chief Executive Officer (or his/her nominee) will select an independent sports arbitration service to act as the Independent Arbitration Panel. In either case, the composition of the Independent Arbitration Panel will be in accordance with that organisation's rules or regulations, and, for the avoidance of doubt, the Independent Arbitration Panel may consist of only one person if such appointment is permitted by that organisation's rules or regulations.
- 42(A) No Member or Subordinate shall commence disciplinary proceedings under its own rules or regulations against a person, club or other entity which is under the jurisdiction of the Member or Subordinate, if (in respect of the relevant facts, circumstances or event) the Association has commenced, or indicated to the Member or Subordinate its intention to commence, disciplinary proceedings under these Rules against the person, club or other entity.

SECTION E2 COMMENCEMENT OF PROCEEDINGS BEFORE A JUDICIAL BODY – NOTICES, FEES AND PROCEDURE

- 43. The following will apply if a Party wishes to refer a matter to the Disciplinary Panel:
 - Where the Association brings a charge of an alleged Disciplinary Offence under Rule 39.2.1:
 - 43.1.1 the Association will give a Disciplinary Notice to the other Party together with the evidence upon which the charge is based;
 - 43.1.2 the Party charged will have seven (7) Business Days after service of the Disciplinary Notice to reply stipulating whether (a) they admit or deny the charge and (b) whether they wish the case to be dealt with by a Disciplinary Panel in their absence on written submissions, or if they wish to attend a private hearing before a Disciplinary Panel. The reply must also include:
 - 43.1.2.1 a clear explanation setting out the details of the Party's admission or denial;
 - 43.1.2.2 a signed written statement of each witness upon whom the Party intends to rely, setting out their evidence in full; and
 - 43.1.2.3 copies of all the relevant evidence and material on which the party intends to rely. This includes material in mitigation where the Party charged admits the charge and requests the case is dealt with in their absence before a Disciplinary Panel.
 - 43.1.3 Upon review of the reply, the Association may provide to the Party and the Disciplinary Panel any further relevant evidence or relevant material on which it intends to rely. The Party charged may provide the Association with such further evidence or relevant material on which they intend to rely in

response, no later than (3) Business Days prior to the hearing. A Disciplinary Chairperson may, in the interests of fairness and at his/her sole discretion, allow a Party to rely on evidence or material submitted outside the stated timescales. A Disciplinary Chairperson may also require a Party to disclose any other relevant evidence or relevant material outside the stated timescales.

- 43.1.4 if the Party charged fails to reply to the Disciplinary Notice within seven (7) Business Days, they will be deemed to have denied the charge and to have waived their right to a private hearing before the Disciplinary Panel. In such circumstances the Association will, without further notice to the Party charged, convene a Disciplinary Panel who will consider the alleged Disciplinary Offence in the absence of the Party charged and the provisions of Rules 43.1.5 to 43.1.11 inclusive shall not apply;
- 43.1.5 if the Party charged has replied to the Disciplinary Notice and requested a private hearing the Association will give the Party charged no less than seven (7) Business Days written notice of the date, time and place of the hearing and the provisions of Rules 43.1.5 to 43.1.11 inclusive shall apply;
- 43.1.6 where the Party charged is an individual person, they will be required to attend the hearing in person. Where the Party charged is not an individual person, one or more duly authorized senior representatives of the Party will be required to attend the hearing in person, whether such representatives are directors, officers or otherwise;
- the Association and the Party charged will be entitled to make opening and closing remarks at the hearing and to call witnesses who will be expected to answer questions in cross-examination. Members of the Disciplinary Panel will be entitled to ask questions of any witness during the hearing. The Party charged will not be obliged to give evidence in person but the Disciplinary Panel will be entitled to draw such inference as may be reasonably appropriate if the Party charged declines to do so. The chairperson of the Disciplinary Panel will warn the Party charged of this fact;
- 43.1.8 the Disciplinary Panel hearing will proceed in the absence of the Party charged, unless the Party charged has requested an adjournment and the Disciplinary Panel reasonably considers that the Party charged has given an acceptable reason for such request, in which case the hearing may be adjourned;
- 43.1.9 the Disciplinary Panel will retire to consider its findings in private. The decision of the Disciplinary Panel shall be determined unanimously or by majority. A decision may be announced on the day or reserved to a later date, in which case, the decision will be delivered in writing;
- 43.1.10 if the Disciplinary Panel finds the Party charged guilty of the Disciplinary Offence at a Disciplinary Panel hearing attended by the Party charged, no penalty or sanction will be imposed until:
 - 43.1.10.1 the Disciplinary Panel has been informed by the Association of any previous Disciplinary Offences recorded against the

guilty Party; and

- 43.1.10.2 the guilty Party has been given the opportunity to make representations in mitigation of the Disciplinary Offence;
- 43.1.11 the Association and the Party charged shall be entitled to legal or other representation at the Disciplinary Panel hearing;
- 43.1.12 where the Party charged has waived the right to a private hearing or is deemed to have waived such right, or where the Party charged does not attend the private hearing, the Disciplinary Panel will consider such information as it considers reasonably necessary to decide the matter including, without limitation, any written representations made for or on behalf of the Party charged and representations (whether written or verbal) made for or on behalf of the Association. The Disciplinary Panel will be entitled to seek such further information or evidence as it deems necessary. If the Disciplinary Panel finds the Party charged guilty of the Disciplinary Offence, the Association will inform the Disciplinary Panel of any other Disciplinary Offences recorded against the guilty Party but the Disciplinary Panel will not be obliged to invite the guilty Party to make further representations in mitigation of the Disciplinary Offence before imposing a penalty;
- 43.1.13 where the Disciplinary Panel makes a decision on the alleged Disciplinary Offence, the Disciplinary Panel will also have absolute discretion whether to make a cost order for or against the Party charged; and
- 43.1.14 the Association will send written confirmation of the Disciplinary Panel's findings to the Party charged.
- 43.2 In the case of any other proceedings pursuant to Rule 39.2 under the jurisdiction of the Disciplinary Panel:
 - the Party wishing to commence the proceedings will give a Request Notice to the Association (sent as an attachment to an email to the FAW's discipline department) and to the other party or parties, and will pay the relevant Request Fee to the Association, as set out under Rule 42.3, payable to the Association's nominated bank account from time to time by means of bank transfer;
 - 43.2.1(A) in the case of an appeal under Rules 39.2.2 or 39.2.3, the Request Notice must be submitted within the time limits set out in Rule 43.2.2 and must:
 - 43.2.1(A).1 identify the specific decision which is being appealed;
 - 43.2.1(A).2 set out the grounds upon which the appeal is based; and
 - 43.2.1(A).3 be accompanied by all evidence and material relied upon by the appellant as part of its case.
 - 43.2.1(B) On receipt of the Request Notice, the respondent to the appeal must submit to the Association all evidence and material relied upon as part of its case within 7 Business Days.

- 43.2.1(C) In the case of requests to the Association for resolution of any dispute or difference set out under Rules 39.2.4, 39.2.5, 39.2.6 or 39.2.7, the Request Notice should set out the nature of the dispute or difference and the resolution sought. The relevant Request Fee must be paid to the Association before the Association will take any further steps in respect of the Request Notice. The party lodging the request shall disclose to the Association, and the other party, all evidence and material relied upon in respect of their case within 7 Business Days of lodging the Request Notice. On receipt of such material, the Party against whom the dispute is lodged shall disclose to the Association and the other party, all evidence and material relied upon in response within 14 Business Days.
- 43.2.1(D) A Disciplinary Chairperson may, in the interests of fairness and at his/her sole discretion, allow a Party to rely on evidence or material submitted outside the stated timescales. A Disciplinary Chairperson may also require a Party to disclose any other relevant evidence or relevant material outside the stated timescales.
- in an appeal under Rules 39.2.2 or 39.2.3 against a decision of a Member or an Associate Member, the Request Notice and relevant Request Fee must be submitted in accordance with the following time limits:
 - 43.2.2.1 not more than three (3) Business Days in the case of an appeal arising out of a decision relating to a cup or play-off match; and
 - 43.2.2.2 not more than seven (7) Business Days in the case of an appeal arising out of a decision relating to anything other than a cup or play-off match.

These time limits run from the date of receipt of the written notification of the decision being appealed against. In determining the date of receipt of the written notification of the decision issued by the Member or Associate Member, the provisions of Rule 144 (as to service of notices etc.) shall apply and such provisions shall apply in place of any provision or provisions in the said Member's or Associate Member's rules relating to the service of notices etc.

- 43.2.2(A) The relevant Request Fee (as set out under 43.2.3) must be paid within the same time limit as is required for the lodging of the Request Notice, payable to the Association's nominated bank account from time to time by means of bank transfer (each such stipulated Request Fee being inclusive of any VAT).
- 43.2.2(B) Any Request Notice and/or Request Fee lodged outside of the specified time limit will be rejected unless the Party lodging the same can demonstrate to the reasonable satisfaction of the Association that it was not reasonably practicable to lodge the Request Notice and/or pay the Request Fee within the time limit.
- 43.2.3 the following Request Fees apply (each such stipulated Request Fee being inclusive of any VAT):

- 43.2.3.1 £400.00 if the Party lodging the Request Notice is a Qualifying Club playing in the English Premier League (EPL), the English Football League (EFL), the English National League System, or the Cymru Premier;
- 43.2.3.2 £250.00 if the Party lodging the Request Notice is: (a) a Subordinate of any of the Qualifying Clubs set out in Rule 43.2.3.1 above; (b) a Qualifying Club playing in the Cymru North or Cymru South; (c) an Area Association; (d) a National League; (e) a Category One Referee; or (f) a Category One Specialist Assistant Referee;
- 43.2.3.3 £200.00 if the Party lodging the said Notice is a Qualifying Club playing in: (a) the Ardal Leagues; or (b) the Adran Premier;
- 43.2.3.4 £150.00 if the Party lodging the Request Notice is: (a) a Subordinate of a Qualifying Club playing in the Cymru North or Cymru South or Academy football; (b) a Club or league affiliated to an Area Association relating to senior football or a Youth League (or cup); (c) an Associate Member; (d) a Category Two Referee; or (e) a Category Two Specialist Assistant Referee;
- 43.2.3.5 £135.00 if the Party lodging the Request Notice is a Subordinate of a Qualifying Club playing in (a) the Ardal Leagues; (b) the Adran Premier; (c) a Category Three Referee; (d) a Category Three Specialist Assistant Referee; (e) a Category One Female Referee; or (f) a Category One Female Specialist Assistant Referee;
- 43.2.3.6 £120.00 if the Party lodging the Request Notice is: (a) an individual affiliated to an Area Association relating to senior or youth football; (b) a Club or league affiliated to an Area Association relating to a Junior League (or cup); (c) a Subordinate of an Associate Member (d) a Category Four Referee; (e) a Category Four Specialist Assistant Referee; or (f) a Category Two Female Referee;
- 43.2.3.7 £75.00 if the Party lodging the Request Notice is an individual affiliated to an Area Association relating to a Junior League (or cup); or
- 43.2.3.8 £150.00 in any other case,

PROVIDED THAT in any proceedings heard by a Disciplinary Panel about a failure by a Club to comply with its contractual obligations owed to a Professional Player, no Request Fee shall by payable by the Professional Player. This Request Fee exemption shall not apply in relation to any proceedings heard by an Appeals Panel or an Independent Arbitration Panel except where the Chief Executive Officer (or his/her nominee) has elected to exercise his/her discretion under Rule 40. For the purposes of this Rule 43.2.3, the categorisation of Match Officials is as set out in the FAW Referee Regulations as amended from time to time.

- any Request Notice for which the appropriate Request Fee is not paid within the specified time limit will be rejected by the Association and any incorrect fee will be returned and, in the case of an appeal under Rules 39.2.2 or 39.2.3, time will continue to run for the service of the Request Notice within the original seven (7) Business Days period stipulated in Rule 43.2.2;
- 43.2.5 the Association will have the right (but not the obligation) to carry out an investigation before referring the matter to the Disciplinary Panel and the Association will be entitled to reject the Request Notice if it reasonably considers that the Request Notice is frivolous or vexatious;
- 43.2.6 subject to Rule 43.2.5, the Association will within twenty (20) Business Days of actual receipt of the Request Notice send a written notice to the Parties confirming the date, time and place of the Disciplinary Panel hearing. At any time prior to the Disciplinary Panel hearing, any Party will have the right to waive their right to a private hearing, but a hearing will take place unless all Parties agree in writing to waive their right to a private hearing;
- 43.2.6(A) Subject to Rule 43.2.6(B), in the case of an appeal under Rules 39.2.2 or 39.2.3, the Disciplinary Panel proceedings will be a re-hearing of the case and the Disciplinary Panel will decide the matter on the basis of the evidence and material produced to them.
- 43.2.6(B) Where the appeal is by either Party solely against the penalty or sanction imposed, the Disciplinary Panel hearing will confine itself to matters relevant to the appropriateness of the said penalty or sanction and not the previous finding of guilt.
- 43.2.7 where the Party involved is an individual person, they will be required to attend a hearing in person. Where the Party involved is not an individual person, one or more duly authorised senior representatives of the Party will be required to attend the hearing in person, whether such representatives are directors, officers or otherwise;
- 43.2.8 Deliberately left blank.
- the Parties will be entitled to make opening and closing remarks at the hearing and to call witnesses who will be expected to answer questions in cross examination. Members of the Disciplinary Panel will be entitled to ask questions of any witnesses during the hearing. No Party will be obliged to give evidence in person, but the Disciplinary Panel will be entitled to draw such inference as may be reasonably appropriate if the Party declines to do so. The chairperson of the Disciplinary Panel will warn the Party concerned of this fact;
- 43.2.10 the Disciplinary Panel hearing will proceed in the absence of either Party, unless the Disciplinary Panel reasonably considers that the absent Party has given an acceptable reason for such non-attendance, in which case the hearing will be postponed and/or adjourned;
- 43.2.11 the Disciplinary Panel will retire to consider its findings in private. The

decision of the Disciplinary Panel shall be determined unanimously or by majority. A decision may be announced on the day or reserved to a later date in which case the decision will be delivered in writing;

- 43.2.12 the Parties will be entitled to legal or other representation at the Disciplinary Panel hearing;
- 43.2.13 where the Parties to the appeal have all waived their rights to a private hearing, the Disciplinary Panel will consider such information as it considers reasonably necessary to decide the matter including, without limitation, any written representations made for or on behalf of the Parties. The Disciplinary Panel will be entitled to seek such further information or evidence as it deems necessary;
- 43.2.14 where the Disciplinary Panel makes a decision on the matter, the Disciplinary Panel will also have absolute discretion whether to make a cost order for or against a Party to the proceeding; and
- 43.2.15 the Association will send written confirmation of the Disciplinary Panel's findings to the Parties.
- 44. The following will apply if a Party wishes to refer a matter to the Appeals Panel:
 - 44.1 If a Party wishes to appeal pursuant to Rules 39.3.2 against a decision of the Disciplinary Panel:
 - the Party wishing to appeal will give an Appeal Notice to the Association not more than seven (7) Business Days (in the case of an appeal arising out of a decision relating to anything other than a cup or play-off match) or three (3) Business Days (in the case of an appeal arising out of a decision relating to a cup or play-off match) after the earlier of (a) the Disciplinary Panel announcing its decision at the time of any hearing or (b) receipt by the Party appealing of written notification of the Disciplinary Panel's decision. The Appeal Notice will be marked for the attention of the Association's discipline department. The Appeal Notice must state the grounds of appeal and the Party appealing shall not be permitted to raise any other grounds of appeal without the leave of the chairperson of the Appeals Panel;
 - any Appeal Notice lodged after seven (7) Business Days (in the case of an appeal arising out of a decision relating to anything other than a cup or play-off match) or three (3) Business Days (in the case of an appeal arising out of a decision relating to a cup or play-off match) will be rejected unless the Party lodging the same can demonstrate to the reasonable satisfaction of the Association that it was not reasonably practicable to lodge the Appeal Notice within the time limit;
 - where the Association is the Party appealing, no appeal fee will be payable. Where any other Party is appealing, the appropriate Appeals Panel Fee must be paid within the same time limit as is required for the lodging of the Appeal Notice, payable to the FAW's stipulated bank account by means of bank transfer. The Appeals Panel Fee will be determined by the same categorisation of Members and others as used for determining the Request

Fee under Rule 43.2.3 but the Appeals Panel Fee will be two (2) times that of the Request Fee;

- any Appeal Notice for which the appropriate Appeals Panel Fee is not paid within the specified time limit will be rejected by the Association and any incorrect fee will be returned and time will continue to run for the service of the Appeal Notice within the original seven (7) Business Day period stipulated in Rule 44.1.1;
- the Association will within ten (10) Business Days of actual receipt of the Appeal Notice send a written notice to the Parties confirming the date, time and place of the Appeals Panel hearing. At any time prior to the Appeals Panel hearing any Party will have the right to waive their right to a private hearing but a hearing will take place unless all Parties agree in writing to waive their right to a private hearing;
- 44.1.6 subject to Rule 44.1.7, the Appeals Panel hearing will be a re-hearing of the case originally decided by the Disciplinary Panel and the Appeals Panel will decide the matter on the basis of the evidence and material provided to them. The same rules of attendance, disclosure of documents, presentation of evidence, conduct of the proceedings, rights of representation, and decision-making powers which applied in the original Disciplinary Panel hearing will apply in the Appeal Panel hearing;
- 44.1.7 where the appeal is by either Party solely against the penalty or sanction imposed by the Disciplinary Panel, the Appeals Panel hearing will confine itself to matters relevant to the appropriateness of the said penalty or sanction and not Disciplinary Panel's finding of guilt;
- 44.1.8 where the Parties to the appeal have all waived their rights to a private hearing or where a Party does not attend the private hearing, the Appeals Panel will consider such information as it considers reasonably necessary to decide the matter including, without limitation, any written representations made for or on behalf of the Parties. The Appeals Panel will be entitled to seek such further information or evidence as it deems necessary;
- 44.1.9 where the Appeals Panel makes a decision on the appeal, the Appeals Panel will also have absolute discretion whether to make a costs order for or against a Party to the proceedings; and
- 44.1.10 the Association will send written confirmation of the Appeals Panel's findings to the Parties.
- Where pursuant to Rule 39.3.1 the Appeals Panel is hearing a charge of an alleged breach of Rule 21, the procedures set out in Rule 43.1 shall apply and shall be read and construed, with the necessary adjustments, as if it referred to the actions and activities of the Appeals Panel.
- 44.3 Where pursuant to Rule 39.3.3 or 39.3.4 the Appeals Panel is hearing a review of a decision of the Association, the procedures set out in Rule 44.1 shall apply, with the necessary adjustments, except that the referral to the Appeals Panel shall be made automatically by the Association in accordance with the Agent Regulations and Rules

- 44.1.2 to 44.1.4 inclusive shall accordingly not apply.
- 44.4 Where pursuant to Rule 39.3.5 or 39.3.6 the Appeals Panel is hearing an appeal against a decision of the Safeguarding Panel, National League Board or National Cup Board of the Association, the procedures set out in Rule 44.1 shall apply, with the necessary adjustments.
- 45. The following will apply if a Party wishes to appeal to the Independent Arbitration Panel against a decision of the Appeals Panel:
 - the Party wishing to appeal will give an Arbitration Notice to the Association and pay the relevant Arbitration Fee not more than seven (7) Business Days (in the case of an appeal arising out of a decision relating to anything other than a cup or play-off match) or three (3) Business Days (in the case of an appeal arising out of a decision relating to a cup or play-off match) after the earlier of (a) the Appeals Panel announcing its decision at the time of any hearing or (b) receipt by the Party appealing of written notification of the Appeal Panel's decision. The Arbitration Notice will be marked for the attention of the Association's discipline department;
 - 45.2 any Arbitration Notice lodged or Arbitration Fee paid after seven (7) Business Days (in the case of an appeal arising out of a decision relating to anything other than a cup or play-off match) or three (3) Business Days (in the case of an appeal arising out of a decision relating to a cup or play-off match) will be rejected unless the Party lodging the same can demonstrate to the reasonable satisfaction of the Association that it was not reasonably practicable to lodge the Arbitration Notice within the time limit;
 - 45.3 where the Association is the Party appealing, no appeal fee will be payable. Where any other Party is appealing, the appropriate Arbitration Fee must be paid within the same time limit as is required for the lodging of the Arbitration Notice, payable to the FAW's stipulated bank account by means of bank transfer. The Arbitration Fee will be determined by the same categorisation of Members and others as used for determining the Request Fee under Rule 43.2.3 but the Arbitration Fee will be five (5) times that of the Request Fee;
 - any Arbitration Notice for which the appropriate Arbitration Fee is not paid within the specified time limit will be rejected by the Association and any incorrect fee will be returned and time will continue to run for the service of the Arbitration Notice within the original seven (7) Business Day period stipulated in Rule 45.1;
 - 45.5 the Association will within ten (10) Business Days of actual receipt of the Arbitration Notice send a written notice to the Parties (and where the Association is a Party, to the President who will accept service on behalf of the Association) confirming the identity and contact particulars of the independent sports arbitration service selected under Rule 42.3 to act as the Independent Arbitration Panel to decide the matter; and
 - 45.6 the procedures to be followed by the Independent Arbitration Panel will be in accordance with the rules or regulations of the independent sports arbitration service selected under Rule 42.3 provided that nothing in such rules or regulations will supersede Rule 39.5 (right to a private hearing) or Rule 50 (application of the laws of England and Wales).

SECTION E3

PENALTIES AND OTHER POWERS

46. Where:

- under any provision of Rule 39.2.1, the Disciplinary Panel finds the Party charged guilty of a Disciplinary Offence, the Disciplinary Panel shall apply the following penalties against the Party charged (or two or more concurrently):
 - 46.1.1 suspension from, or any involvement in Association Football either permanently or for an indefinite period or for a specific and stated period in accordance with the Association's Categories of Suspension Regulations;
 - 46.1.2 a fine;
 - 46.1.3 a censure;
 - the closure of a football ground either permanently or for an indefinite period or for a specific and stated period;
 - 46.1.5 the guilty Party, if a club, to forfeit points awarded in one or more competitions;
 - 46.1.6 the guilty Party, if a club, to be disqualified from playing in one or more competitions;
 - 46.1.7 such other penalty or sanction as the Disciplinary Panel shall reasonably deem fit including, without limitation, (a) the forfeit of any trophy or other award or (b) a written undertaking from the guilty Party as to their future conduct;
 - 46.1.8 the guilty Party, if a club, to make such publication in its match day programme, website or other publication medium as the Disciplinary Panel may direct;
 - 46.1.9 a transfer embargo preventing the guilty Party, if a club, from signing new Players during such period as the Association shall stipulate; or
 - 46.1.10 the guilty Party, if a Club, to be relegated to the league and/or division stipulated by the Judicial Body,

and the Disciplinary Panel may apply any such penalty under Rules 46.1.5 and 46.1.6 to the current, next or previous Playing Season and under Rule 46.1.7(a) to the current or any previous Playing Season (in each case, as deemed appropriate);

- under Rules 39.2.2 or 39.2.3 the Disciplinary Panel hears an appeal by a Subordinate or other third party against a decision of a Member, the Disciplinary Panel will have the power to grant or deny the appeal (in whole or in part) and the power to increase or decrease the penalty or sanction (if any) imposed by the Member or substitute such other penalty or sanction as the Disciplinary Panel shall deem fit; and
- in the case of any proceedings under the jurisdiction of the Disciplinary Panel pursuant to Rules 39.2.4 to 39.2.7 inclusive, the Disciplinary Panel will have the power to make such order or ruling as it deems reasonable to resolve the dispute or difference,

- subject to any minimum penalty or sanction specified elsewhere in these Rules or in the relevant Regulations.
- 47. Where the Appeals Panel hears an appeal pursuant to Rules 39.3.2, the Appeals Panel will have the power to order:
 - 47.1 where pursuant to Rule 39.3.2 the Association has appealed against the penalty or sanction imposed by the Disciplinary Panel under Rule 46.1, to increase or decrease the penalty or sanction imposed by the Disciplinary Panel or substitute such other penalty or sanction as was available to the original Disciplinary Panel as the Appeals Panel shall deem fit;
 - 47.2 where the Appeals Panel hears an appeal by the Party charged with a Disciplinary Offence against a finding by the Disciplinary Panel under Rule 39.2.1, the Appeals Panel shall have the power to grant or deny the appeal in whole or in part and the power to increase or decrease the penalty or sanction imposed by the Disciplinary Panel or substitute such other penalty or sanction as was available to the original Disciplinary Panel as the Appeals Panel shall deem fit;
 - 47.3 where the Appeals Panel hears an appeal by a Party against any decision of the Disciplinary Panel under Rules 39.2.2 to 39.2.7 inclusive the Appeals Panel shall have the power to grant or deny the appeal in whole or in part and where the Party appealing appeals against any penalty or sanction or order or ruling imposed by the Disciplinary Panel, the Appeals Panel will have the right to increase or decrease the penalty or sanction imposed by the Disciplinary Panel or substitute such other order or ruling as the Appeals Panel shall deem fit;
 - in the case of proceedings under the jurisdiction of the Appeals Panel pursuant to Rule 39.3.3, the Appeals Panel will have the power to grant or refuse the application for Registration or to grant the application subject to such conditions as the Appeals Panel thinks fit in addition to any condition set out in the Agent Regulations;
 - in the case of proceedings under the jurisdiction of the Appeals Panel pursuant to Rule 39.3.4, the Appeals Panel will have the power to (a) end the suspension with immediate effect, (b) uphold the terms of the suspension in full or (c) replace the suspension with such suspension as the Appeals Panel thinks fit in terms of (without limitation) scope, duration and any conditions to be attached to the replacement suspension; and
 - in the case of proceedings under the jurisdiction of the Appeals Panel pursuant to Rule 39.3.5 or 39.3.6, the Appeals Panel shall have the power to grant or deny the appeal in whole or in part and where the Party appealing appeals against any penalty or sanction or order or ruling imposed by the relevant Panel or Board of the Association, the Appeals Panel will have the right to increase or decrease the penalty or sanction imposed by the relevant Panel or Board of the Association or substitute such other order or ruling as the Appeals Panel shall deem fit,

subject to any minimum penalty or sanction specified elsewhere in these Rules or in the relevant Regulations.

48. Where a matter is referred to the Independent Arbitration Panel:

- 48.1 the Independent Arbitration Panel will have the power to grant or deny any matter or appeal referred to it in whole or in part; and
- 48.2 the Independent Arbitration Panel will have the power to impose such penalty or sanction or other order or ruling as the Independent Arbitration Panel deems reasonable, including the power to increase or decrease any penalty or sanction previously imposed or substitute such other order or ruling as the Independent Arbitration Panel shall deem fit,

subject to any minimum penalty or sanction specified elsewhere in these Rules or in the relevant Regulations.

- 49. If a Party fails to pay or carry out any penalty, sanction, order or ruling made under the Reduced Penalty Regulations, the Regulations for Disciplinary Procedures Concerning Field Offences or by the Judicial Bodies within thirty-one (31) calendar days of notification of the penalty, sanction, order or ruling, or within such other time period as ordered by the Judicial Bodies:
 - 49.1 the Party will automatically be suspended in relation to both Association Football and Futsal from all football related activity as defined in the Categories of Suspension Regulations, which for the purpose of this Rule 49 shall be read as applying to any person or other legal entity, until the penalty, sanction, order or ruling has been paid or complied with in full; and
 - 49.2 the Association shall have the right to refer the non-compliance back to the Judicial Body which made the relevant decision (or in the case of non-compliance with a penalty imposed under the Reduced Penalty Regulations or the Regulations for Disciplinary Procedures Concerning Field Offences, to the Disciplinary Panel) and that Judicial Body shall have the power to impose further penalties, sanctions, orders or rulings as a result of a non-compliance.
- 49(A). In respect of any appeal made by a Party against a decision of a Disciplinary Panel or an Appeals Panel, the Chair of the Judicial Body appointed to hear the appeal shall have the power, upon written application, and in their absolute discretion, to stay the effect of, or compliance by the Party with, a penalty or order of the Disciplinary Panel or Appeals Panel, pending the outcome of the appeal.

SECTION E4

MISCELLANEOUS

- 50. The law governing the Reduced Penalty Regulations, the Regulations for Disciplinary Procedures Concerning Field Offences and any proceedings before the Judicial Bodies shall be the law of England and Wales. The standard of proof applied shall be the balance of probabilities except that under Rules 38.1.5 and 38.1.5(A) to (D) inclusive the standard of proof applied shall be whether the Disciplinary Offence has been established to the comfortable satisfaction of the Judicial Body.
- 51. The rules of service set out in Rule 144 shall apply to all notices and any other communications whatsoever sent in connection with the Reduced Penalty Regulations or any proceedings of a Judicial Body.
- 52. These Rules are sufficient to enable the Association, Members, Associate Members and Subordinates to resolve all Disciplinary Offences and disputes or differences. The Parties must

- exhaust all procedures and processes of appeal in these Rules before taking legal proceedings in a court of law and then only as a last resort.
- 53. Notwithstanding any rule or regulation (in whatever form) of any Member, Associate Member or Subordinate to the contrary, it shall be a condition of the Association sanctioning any competition organised by the Member, Associate Member or any Subordinate that any appellant may lodge an appeal with the Disciplinary Panel (under Rules 39.2.2 or 39.2.3) against any decision of the Member, Associate Member or a Subordinate.
- 54. Any penalty imposed under the Reduced Penalty Regulations or any decision of the Judicial Body shall be a decision of the Association and all Members and Associate Members will comply with the same and all Members and Associate Members will ensure that all Subordinates comply with the same.
- 54(A) Without limiting the Association's powers of publication under Rule 135, the Association shall be permitted (but not obliged) to publish summaries of the decisions of its Judicial Bodies in whatever form and forum it considers appropriate from time to time.

SECTION H

REGISTRATIONS, CONTRACTS AND TRANSFERS

- 55. All Players must be registered with the Association to play for a Club using the systems and procedures set by the Association from time to time. Only such registered Players identified with a FIFA ID (which is assigned to each Player when first registered) are eligible to participate in Official Matches and (subject to Rule 70) Open Friendly Matches.
- A Player may only be registered to a Club for the purposes of playing in Official Matches and Open Friendly Matches. As an exception to the foregoing, a Player may have to be registered to a Club for mere technical reasons to secure transparency in consecutive individual transactions (as per Annexe 3 of the FIFA Regulations on the Status and Transfer of Players, which are part of the FIFA Rules).
- 57. By the act of participating in the registration process, the Player agrees to abide by these Rules, the FIFA Rules and the UEFA Rules. Any Player not registered with the Association to play for a Club who appears for a Club in any Official Match or (subject to Rule 70) Open Friendly Match shall be in breach of these Rules. Any Player registered with the Association to play for a Club who appears for another Club in any Official Match or (subject to Rule 70) Open Friendly Match shall be in breach of these Rules.
- 58. Without prejudice to any measure required to rectify the sporting consequences of any participation by a Player in a competition in breach of the Rules in this Section H and/or any applicable Regulations, the Association may also impose sanctions on the Player and/or the Club.
- 59. A Player may only be registered with one (1) Club at a time.
- 60. Players may be registered with a maximum of three (3) Clubs during one (1) Season but during that Season the Player shall only be eligible to play Official Matches for two (2) Clubs. This Rule is subject to limited exceptions as set out in Article 5.4 of FIFA's Regulations on the Status and Transfer of Players.
- 61. Subject as set out below, Players may only be registered with the Association during one of the Professional Registration Periods. The exceptions are:

- a Professional Player whose contract has expired prior to the end of a Professional Registration Period may, at the discretion of the Association, be registered outside the Professional Registration Periods, due consideration being given by the Association to the sporting integrity of the competitions under the jurisdiction of the Association;
- a Professional Player whose contract has been terminated for just cause or whose contract has been unilaterally terminated without just cause by their club may, at the discretion of the Association, be registered outside the Professional Registration Periods, due consideration being given by the Association to the sporting integrity of the competitions under the jurisdiction of the Association;
- an Amateur Player shall be entitled to be re-registered as a Professional Player with his/her existing Club outside the Professional Registration Periods if it is the Player's first registration as a Professional Player in a Season and the registration as an Amateur Player with that Club occurred during one of the Professional Registration Periods;
- 61.4 Amateur Players, playing only at Grassroots Level and/or in other Amateur Competitions, may be registered at any time during the Amateur Registration Period;
- a female Professional Player may be registered outside of a Professional Registration Period to temporarily replace a female Professional Player that has taken Maternity Leave PROVIDED THAT the period of the contract of the temporary replacement female Professional Player shall, unless otherwise approved by the Association, be from the date of registration until the day prior to the start of the first Professional Registration Period after the return of the female Professional Player that has taken Maternity Leave;
- a female Professional Player may be registered outside of a Professional Registration Period upon completion of her Maternity Leave subject to her contractual status;

PROVIDED THAT in relation to Rules 61.5 and 61.6, priority shall be given to ensuring that the female Professional Player that has returned from Maternity Leave is eligible to participate in the competitions under the jurisdiction of the Association and the sporting integrity of the relevant competitions; and

- as a temporary exception as per FIFA Rules, a Professional Player whose contract has expired or been terminated as a result of COVID-19 has the right to be registered by the Association outside a Professional Registration Period, regardless of the date of expiry or termination.
- 61(A). Only Amateur Players shall be eligible to participate at Grassroots Level; Professional Players are excluded. A small number of Professional Players may participate in Amateur Competitions provided that such Amateur Competitions remain amateur in spirit to the satisfaction of the Association.
- 61(B). A Player registered with the Association to play for a Club with teams participating in both Professional Competitions and Amateur Competitions shall only be eligible to play for the Club in Professional Competitions during a Season if that Player was registered during a Professional Registration Period. Any player registered for the Club during the Amateur Registration Period can only play for the Club in Professional Competitions from the first Business Day of the following Professional Registration Period applicable to that Season.

- An Amateur Player who is a Junior Player may, upon reaching the age of sixteen (16), be registered with the same Club to play in a Junior League at the same time as being registered during the Professional Registration Period or Amateur Registration Period (as applicable) to play in a non-Junior League for the remainder of the Season in which the Junior Player reaches sixteen (16) PROVIDED THAT if the Junior Player reaches the age of sixteen (16) after the first Professional Registration Period during a Season, then he/she shall only be eligible to play for that Club in a Professional Competition for the remainder of that Season if they were registered prior to the closure of the previous Professional Registration Period during that Season.
- 63. A Player shall only play in Official Matches for the Club for which he/she is registered to play with the Association. In addition, subject to Rule 70, a Player shall only play in Open Friendly Matches and Closed Friendly Matches for the Club for which he/she is registered to play with the Association.
- A Professional Player registered with the Association may not re-register with the Association as an Amateur Player until at least thirty (30) days after the Player's last match as a Professional Player and no compensation shall be payable to any former Club upon a Professional Player re-registering with the Association as an Amateur Player. However, if within thirty (30) months of having re-registered with the Association as an Amateur Player, the same Player is further re-registered with the Association as a Professional Player, his/her new Club shall pay Training Compensation, if applicable.
- Any Professional Player who ends their playing career upon expiry of their contract, and any Amateur Player who ceases to play Association Football, shall remain registered with the Association in the name of the Player's last Club for a period of thirty (30) months from the day the Player made their last appearance for the Club in an Official Match.
- 66. The Association shall use reasonable endeavours to provide the Club with which the Player is registered with secure access, using the systems and procedures set by the Association from time to time, to details of the Player's registrations with the Association since the calendar year of his/her twelfth (12th) birthday.
- 67. A Club who pays a Player more than the expenses he/she reasonably and properly incurs directly in connection with his/her footballing activity for the Club must (a) register the Player with the Association as a Professional Player and (b) enter into a written contract with the Player.
- 67(A). The application for registration of a Professional Player must be submitted by the Club to the Association together with a copy of the relevant contract, which must be in the form of the relevant FAW standard employment contract or in a form approved by the FAW in writing and signed by both parties. In deciding whether to accept or maintain the registration of a Player, the Association shall have discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to the Association.
- 67(B). Any Player who plays in an Official Match under the incorrect registration status will be deemed to be ineligible to play in any Official Match.
- 67(C). A Player shall not enter into a contract with any Club until the end of the Academic Year in which he/she reaches sixteen (16) years of age.
- 67(D). A Player aged under eighteen (18) shall not enter into a contract with any Club without the consent of his/her parent/guardian who must countersign the contract.

- 68. All Players are subject to the FIFA Rule which stipulates that any player who is registered with a club that is affiliated to one (1) national association shall not be eligible to be registered with a club affiliated to a different national association unless an ITC has been issued by the former association and received by the new association. Therefore, a Player formerly of a club affiliated to a national association other than the Association shall not be eligible to register with a club affiliated to the Association, and therefore not eligible to participate in Official Matches and/or Open Friendly Matches for his/her new club, until an ITC has been issued by the former association and received by the Association and the Association has entered and confirmed the Player registration date. In accordance with the FIFA Rule, for a Player the ITC shall be issued via TMS. An ITC is not required for a Player under the age of ten (10) years.
- 69. Professional Player Domestic Loans:
 - a Professional Player may be loaned to another Club on the basis of a written agreement between the Player and the Clubs concerned. Any such loan shall be subject to the same Rules as applied to the transfer of Players, including the provisions on Training Compensation and the "solidarity mechanism" payable under the FIFA Rules:
 - subject to the recall provisions in Rule 69.5, the minimum period for such a loan shall be the time between two (2) Professional Registration Periods and, for the avoidance of doubt, any such loan shall count as a registration of the Professional Player for the purposes of Rule 60;
 - 69.3 subject to the recall provisions in Rule 69.5, a Club shall be entitled to:
 - 69.3.1 have a maximum of twelve (12) Professional Players loaned in during a Season but not more than six (6) in total at any one time and not more than three (3) from a specific Club at any one time, and loans which become permanent transfers in the same Season shall not count in the Club's said annual quota for the Season; and
 - 69.3.2 have a maximum of twelve (12) Professional Players loaned out during a Season but not more than six (6) in total at any one time and not more than three (3) to a specific Club at any one time, and loans which become permanent transfers in the same Season shall not count in the Club's said annual quota for the Season.
 - 69.4 the Club that accepts a Professional Player on such a loan basis shall not be entitled to transfer the Player to another Club without the written authorisation of the Club that released the Player on loan and the written authorisation of the Player concerned; and
 - 69.5 the Club making the loan of a Professional Player may recall the Player and cancel the loan in the following circumstances:
 - 69.5.1 the loan agreement between the Clubs allows such a recall and cancellation; and
 - 69.5.2 the recall and cancellation occurs during a Professional Registration Period and at least twenty-eight (28) days after the start of the loan upon giving the other Club and the Association (in each case, using the systems and procedures set by the Association from time to time) a minimum of twenty-

four (24) hours written notice.

69(A) Professional Player International Loans: The provisions of Article 10 of the FIFA Regulations on the Status and Transfer of Players (being part of the FIFA Rules) in relation to international loans, are incorporated into these Rules with the necessary adjustments.

70. Trialists:

- A Player registered with the Association or any other national association to play for a club may (and subject to any condition set by the Association from time to time), play as a Trialist for a different Club in: (a) Open Friendly Matches if those matches are played during the Close Season; and/or (b) any Closed Friendly Match provided that if he/she is a Professional Player then he/she shall only play as a Trialist with the express written permission of the secretary of his/her club. Any such permission shall be provided by letter or email.
- 70.2 If a Player is not registered with the Association or any other national association to play for a club, then he/she may (subject to any condition set by the Association from time to time) play as a Trialist for any Club in: (a) Open Friendly Matches if such matches are played during the Close Season; and/or (b) any Closed Friendly Match.
- 70.3 The provisions of Article 19ter of the FIFA Regulations on the Status and Transfer of Players (being part of the FIFA Rules) in relation to trials are incorporated into these Rules with the necessary amendments.

71. Contracts of Professional Players:

- 71.1 to protect contractual stability, and subject always to applicable law and any applicable collective bargaining agreement, the contracting parties shall comply with the principles set out in Articles 13 to 17 of the FIFA Regulations on the Status and Transfer of Players (being part of the FIFA Rules) such as respect of contract, terminating with just cause and consequences of termination, and where a contract is terminated by either party, the Club must notify the Association (using the systems and procedures set by the Association from time to time) of any such termination within two (2) Business Days of the notice of termination being giving;
- the contract shall state the minimum length of the contract from its effective date. The maximum length of a contract shall be five (5) years but Players under the age of eighteen (18) years may not enter into a contract for longer than three (3) years. The Association will not register any Player with a contract referring to a longer period;
- if an Intermediary is involved in the negotiation of a contract, he/she shall be named in that contract;
- 71.4 a Club approached by a Professional Player under contract with another club, or intending to approach or negotiate with such a Player to conclude a contract, must inform the Player's current club in writing before entering into negotiations with him/her;
- 71.5 the validity of a Player's contract may not be made subject to a successful medical examination and/or the grant of a work permit;
- 71.6 contractual clauses granting the Club additional time to pay to the Professional Player

amounts that have fallen due under the terms of the contract (so-called "grace periods") shall not be recognised save for grace periods contained in collective bargaining agreements. Contracts in existence on 1st June 2018 shall not be affected by this prohibition;

- 71.7 the contract must require the Club to pay the Professional Player no less than the national minimum wage or the national living wage (as applicable, as set by HM Government from time to time); and
- 71.8 female Professional Players shall be entitled to Maternity Leave during the term of their contract, paid at equivalent of two-thirds of their contracted salary PROVIDED THAT where conditions which are more favourable to the Player are stipulated in applicable law or an applicable collective bargaining agreement, the more favourable conditions shall prevail.
- 71(A) The provisions of Article 18quater (relating to "Special provisions relating to female players") of the FIFA Regulations on the Status and Transfer of Players (being part of the FIFA Rules), are incorporated into these Rules with the necessary adjustments. Where conditions which are more favourable to the female Professional Player are stipulated in applicable law or an applicable collective bargaining agreement, the more favourable conditions shall prevail.
- 72. All payments made to Players (whether as salary, expenses or otherwise) must be made by his/her Club in pounds sterling, from within the UK, and recorded fully in the records of the Club and the Club shall pay all appropriate taxes and national insurance contributions in respect of such payments and keep appropriate records of such taxes and national insurance contributions.
- 72(A) (i) Clubs are required to comply with their financial obligations towards Players and other Clubs as per the terms stipulated in the contract signed with their Professional Players and in the transfer agreements.
 - (ii) The provisions of Article 12 bis (relating to "Overdue payables") of the FIFA Regulations on the Status and Transfer of Players (being part of the FIFA Rules), are incorporated into these Rules with the necessary adjustments.
- 73. The Association will not accept an application for registration of a Player from a Club where a Judicial Body or a National League has imposed an embargo on the Club registering any new Players including, without limitation, any transfer of a Player to the Club.
- 74. The Association will cancel a Professional Player's registration upon receiving evidence (using the systems and procedures set by the Association from time to time), reasonably satisfactory to the Association, that the Player's contract with his/her Club has expired, terminated or been cancelled by mutual consent.
- 75. For the protection of Players under the age of eighteen (18), the provisions of Article 19 (relating to the international transfer of minors) and Article 19bis (relating to the registration and reporting of minors at academies) of the FIFA Regulations on the Status and Transfer of Players (being part of the FIFA Rules), are incorporated into these Rules, with the necessary adjustments.
- 76. No Club shall enter into a contract which enables any other party to that contract or any third party (which excludes the Player being transferred) to acquire the ability to influence in employment and transfer-related matters, the Club's independence, its policies or the

performance of its teams.

- 77. No Club or Player shall enter into an agreement with a third party whereby a third party (which excludes the Player being transferred) is entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a Player from one club to another or being assigned any rights in relation to a future transfer or transfer compensation.
- 78. A Professional Player shall only be free to conclude a contract with another Club if his/her contract with his/her present Club has expired or is due to expire within six (6) months.
- 79. This Rule applies to Amateur Players but excluding Junior Players, to whom Rule 79(A) applies instead. A Club approached by an Amateur Player, or intending to approach or negotiate with an Amateur Player for him/her to play for the Club during a Playing Season (whether as an Amateur Player or a Professional Player) must comply with the following:
 - 79.1 the Club must (using the systems and procedures set out by the Association from time to time) give three (3) days' prior notice to the Club for which the Amateur Player is currently registered before approaching or negotiating with him/her unless the approach occurs during the final three (3) days of a Professional Registration Period or an Amateur Registration Period (as the case may be) applicable to the Club providing the notice, in which case shorter prior notice may be given;
 - 79.2 such negotiations must cease when the applicable negotiating period stipulated by the Association is terminated by the Association (in each case, using the systems and procedures set out by the Association from time to time);
 - 79.3 the Club may only approach an Amateur Player who has played an Official Match in a Professional Competition in the current Playing Season during a Professional Registration Period;
 - 79.4 no Club shall give such a notice for more than two (2) Amateur Players of the same other Club at the same time or give a third notice to the same other Club within ten (10) days of a first notice during a Playing Season;
 - 79.5 no Club shall give more than three (3) notices to the same other Club in respect of the same Amateur Player during the same Playing Season; and
 - 79.6 no Club shall give no more than six (6) such notices to the same other Club during a Playing Season.

A Club may exceed the limits set out in Rule 79.4 to 79.6 above only with the express written permission of the secretary of the other Club. Any such permission shall be provided by letter or email. The other Club shall not be obliged to accept the additional notices.

The provisions of this Rule 79 shall not apply to approaches made by or to Amateur Players during the Close Season PROVIDED THAT the Professional Registration Period or Amateur Registration Period (as the case may be) applicable to the Club are open.

- 79(A). A Club approached by a Junior Player, or intending to approach or negotiate with a Junior Player for him/her to play for the Club during a Playing Season must comply with the following:
 - 79(A).1 the Club must (using the systems and procedures set out by the Association from time to time) give three (3) days' prior notice to the Club for which the Junior Player is

currently registered before approaching or negotiating with him/her unless the approach occurs during the final three (3) days of an Amateur Registration Period, in which case shorter prior notice may be given;

- 79(A).2 such negotiations must cease when the applicable negotiating period stipulated by the Association is terminated by the Association (in each case, using the systems and procedures set out by the Association from time to time);
- 79(A).3 no Club shall give such a notice for more than two (2) Junior Players of the same other Club in the same Academic Year at the same time;
- 79(A).4 no Club shall give more than three (3) notices to the same other Club in respect of the same Junior Player during the same Playing Season; and
- 79(A).5 no Club shall give no more than six (6) such notices to the same other Club for Junior Players during a Playing Season.

A Club may exceed the limits set out in Rule 79(A).3 to 79(A).5 above only with the express written permission of the secretary of the other Club. Any such permission shall be provided by letter or email. The other Club shall not be obliged to accept the additional notices.

The provisions of this Rule 79(A) shall not apply to approaches made by or to Junior Players during the Close Season PROVIDED THAT the Amateur Registration Period applicable to the Club are open.

- 80. An Amateur Player's current Club must give notice in writing to the Association (using the systems and procedures set by the Association from time to time) of any objection to the proposed transfer of the Player's registration to another Club before expiry of the three (3) day period referred to in Rule 79.1 or Rule 79(A)1 (as applicable). Any such objection shall be limited to an alleged breach by the approaching Club of one or more of the provisions set out under Rule 79 or Rule 79(A) (as applicable). If no such notice of objection is received within such period, the Association will register the transfer. The Association shall have absolute discretion to withhold acceptance of an application for registration of a Player transferring from one Club to another unless both the Club with which the Player is currently registered, and the proposed new Club have complied with the Association's procedures current at that time. In the event of an alleged breach, the Association may still register the transfer, but may also take disciplinary action against the approaching Club.
- 81. All Clubs shall comply with the Training Compensation and the "solidarity mechanism" provisions in the FIFA Regulations on the Status and Transfer of Players (being part of the FIFA Rules) and the Association's Domestic Training Compensation Regulations, as applicable.
- 81(A). No club or Player shall be involved in a Bridge Transfer. It shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same Player occur within a period of sixteen (16) week, the parties (clubs and Player) involved in such transfers have participated in a Bridge Transfer.
- 82. Any Club shall, in the case of misconduct by a Professional Player, or breach of the training or disciplinary rules or orders of the Club, have the right to suspend the said Player for a period not exceeding fourteen (14) days or impose a fine not exceeding two (2) weeks wages and any such penalty must commence no later than fourteen (14) days following written notification by the Club to the said Player. The Club must also notify the Association of any such penalty within two (2) Business Days of giving the notice to the said Player.

- 83. In a dispute arising out of a conflict between a Club and any of its Professional Players (including, without limitation, termination of the contract by either party), the parties shall refer the dispute to the Association, whose Judicial Bodies alone shall adjudicate exclusively on the dispute in accordance with Section E of these Rules.
- 84. Any Player participating in an Official Match in a Professional Competition must have the right to work unrestricted in the United Kingdom in accordance with applicable law and applicable Regulations (including the Governing Body Endorsement (GBE) Criteria Regulations.
- 85. Those Clubs whose senior team competes in the Adran Premier or whose Under 19's team competes in the Adran Under 19's North or Adran Under 19's South shall be permitted to nominate to the Association using the systems and procedures set out by the Association from time to time Players registered with the Club who reach the age of fifteen (15) during that Season to play in the Adran Under 19's North or the Adran Under 19's South (as appropriate), subject in all such cases to compliance by the Club with the safeguarding rules and procedures for such Players as set by the Association from time to time (including, without limitation, the issue of any approval or other consent by the Association under the said rules and procedures).
- 85(A). Clubs who have had Players approved to play in the Adran Under 19's North or Adran Under 19's South (as appropriate) pursuant to Rule 85 shall be permitted to nominate to the Association using the systems and procedures set out by the Association from time to time no more than two (2) of those Players at any one time during that Season to play in the Adran Premier and the Adran Trophy, subject in all such cases to compliance by the Club with the safeguarding rules and procedures for such Players as set by the Association from time to time (including, without limitation, the issue of any approval or other consent by the Association under the said rules and procedures).
- 85(B). Those Clubs whose senior team competes in the Cymru Premier, Cymru North or Cymru South shall be permitted to nominate to the Association using the systems and procedures set out by the Association from time to time Players registered with the Club who reach the age of fifteen (15) during that Season to play in the Cymru Premier Development League North or the Cymru Premier Development League South (as appropriate), subject in all such cases to compliance by the Club with the safeguarding rules and procedures for such Players as set by the Association from time to time (including, without limitation, the issue of any approval or other consent by the Association under the said rules and procedures).
- 85(C). Clubs who have had Players approved to play in the Cymru Development League North or Cymru Development League South (as appropriate) pursuant to Rule 85(B) shall be permitted to nominate to the Association using the systems and procedures set out by the Association from time to time no more than two (2) of those Players at any one time during that Season to play in the Cymru Premier, Cymru North, Cymru South, or the Cymru Premier League Cup, subject in all such cases to compliance by the Club with the safeguarding rules and procedures for such Players as set by the Association from time to time (including, without limitation, the issue of any approval or other consent by the Association under the said rules and procedures).
- 86. Deliberately left blank.
- 87. A Junior Player shall have the right to register with any Club to play in any Junior League within the boundary of the Area Association in which they principally reside but, unless such Area Association grants permission, such a Junior Player shall not register with any Club to play in a Junior League outside the boundary of that Area Association.

- 88. An Area Association shall have the right to allow male and/or female Players in Academic Year twelve (12) (who are no older than 17 throughout the applicable Academic Year) to be treated as Junior Players for the purposes of competitions and matches under its jurisdiction. In addition, the following age groupings shall apply for the playing of Association Football (or a modified small-sided version of the game) by Junior Players:
 - 88.1 for those Junior Players in Academic Years one (1) to eight (8), such age groupings as are set out from time to time by the Association in its Small-Sided Football Regulations; and
 - 88.2 for those Junior Players in Academic Years nine (9) to eleven (11) (or twelve (12), if applicable) an age grouping shall be a minimum of one (1) Academic Year and a maximum of two (2) Academic Years,

subject to the right of an Area Association to allow a Junior Player to play in a younger age grouping than otherwise applicable to his/her age, for the purposes of competitions and matches under its jurisdiction. An Area Association shall follow at all times such guidance or instruction on the matters covered in this Rule 88 as may be issued by the Association from time to time. An Area Association shall give the Association prompt written notice of any decisions the Area Association makes pursuant to this Rule 88.

- 89. The organisation of Association Football (or a modified small-sided version of the game) for Junior Players in Academic Years one (1) to eight (8) shall be played in accordance with the Association's Small-Sided Football Regulations.
- 90. Any person involved in the organisation, operation or delivery of Association Football (or a modified version of the game) in Wales for Junior Players shall comply with the Association's Safeguarding/Welfare Policies and Procedures and Regulations.
- 91. A league playing at Grassroots Level shall be entitled (but not obliged) to adopt the following provision into its own rule book in order to regulate first team Players playing in the reserve team of the same Club: -

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

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

91(A). The foregoing provisions of this Section H shall apply to Players of Association Football. In addition, the FIFA Rules for the Status and Transfer of Futsal Players (as per Annex 6 of the FIFA Regulations on the Status and Transfer of Players) (being part of the FIFA Rules) are incorporated into these Rules with the necessary adjustments.

SECTION I

LEAGUES AND OTHER COMPETITIONS

92. All Official Matches in all leagues or competitions of any description and at any level (including,

without limitation, a charity or benefit league or competition) must be sanctioned by the Association.

- 93. The sanction for each league or competition must be renewed annually by the Association.
- 94. Subject to Rule 97, no league or competition will be sanctioned by the Association unless each team taking part in such league or competition fields a side consisting of eleven (11) players, from which number there shall be no deviation, unless it be occasioned through injury or some such other and proper cause during the course of any game in such league or competition.
- 95. Application for sanction of a league or competition shall be made, and thereafter renewed annually, on or before 31st July immediately preceding the Playing Season during which Playing Season the league or competition is intended to be played. Such application must be made in every case using the systems and procedures set out by the Association from time to time. Every such application must be accompanied by one (1) copy of the rules of the league or competition concerned. Every such application must also be accompanied by a list of the names of all the clubs which have consented to join and take part in the league or competition. All such leagues or competitions shall observe the Rules and Regulations. All matches shall be played in accordance with the Laws of the Game.
- 96. All applications for sanction under Rule 92 shall be made direct to the Association. All applications for annual renewal of the sanction under Rule 93 by National Leagues shall be made direct to the Association. All other applications for annual renewal of the sanction under Rule 93 shall, in the first instance, be lodged with the Area Association in which the league or competition is situated. In these cases, the Area Association will vet the application for renewal, and the supporting documents referred to in Rule 95, and will forward the application to the Association with its recommendation for acceptance or rejection but the final decision on the application will rest solely with the Association.
- 97. Notwithstanding anything contained in Rule 95 or in any other Rule, the Association may give permission for small-sided leagues or competitions (including, without limitation, Futsal) to be played, provided that:
 - 97.1 the league or competition has been sanctioned by the Association in accordance with the requirements of Rules 92 or 93. Clubs seeking affiliation to an Area Association in order to participate in a small-sided league or competition must pay the Area Association an affiliation fee;
 - 97.2 in the case of single matches, and one-day competitions, they must be sanctioned by the Association in accordance with the requirements of Rule 92;
 - 97.3 the rules governing the eligibility and conduct of the players in the sanctioned match or competition shall be administered by the management committee of the sanctioned game or competition subject always to the authority of the Association and shall be in conformity with the Rules and Regulations;
 - 97.4 the playing of non-sanctioned matches arranged by private individuals for speculative purposes shall not be permitted;
 - 97.5 for small-sided leagues or competitions played for charitable objectives a statement of accounts of the event shall be supplied to the relevant Area Association (or Area Associations if the league or competition falls within the geographical area of more than one Area Association) within twenty-one days (21) of the last match in the event;

- 97.6 the laws applicable to the playing of small-sided games shall be as set by the Association from time to time.
- 98. No Area Association, National League, Qualifying Club, Associate Member, Subordinate nor other club under the jurisdiction of the Association, nor player, nor Match Official or any other body or individual in any way within the jurisdiction of this Association, shall play in or take part in any league or competition (including, without limitation, charity or benefit league or competition) within the boundaries of Wales unless such league or competition has been sanctioned by the Association.
- 99. No Area Association, National League, Qualifying Club, Associate Member, Subordinate nor other club under the jurisdiction of the Association, nor player, nor Match Official or any other body or individual in any way within the jurisdiction of this Association, shall play, or take part in any league or competition (including, without limitation, charity or benefit league or competition) outside the boundaries of Wales unless such participation shall have first been sanctioned by the Association. The application for such sanction shall be made, and renewed annually, on or before 1st April immediately preceding the Playing Season in which the said applicant wishes to participate in the said league or competition. Such application must be made in every case using the systems and procedures set out by the Association from time to time.
- 100. In all leagues or competitions sanctioned by this Association, the Association shall have the right, as a condition of such sanction, to co-opt one Councillor on to the management committee of such league or competition.
- 101. Any league or competition of whatever kind within the jurisdiction of this Association shall only be played within a geographical area approved and sanctioned by this Association.
- 102. Conference Dates shall be notified by this Association to all Area Associations and to all Clubs concerned by posting such Conference Dates on the Association's website.
- 103. Any club which is within the jurisdiction of the Association and which has received sanction from this Association to compete in a league or competition outside the boundaries of Wales, shall carry out in full its obligations to those Welsh Association Football competitions of which it may be expected reasonably to take part, as defined by the Association from time to time.
- 104. The name of any sponsor or the donor of a cup or trophy or any other person may form part of the title of a league or competition subject to the prior written approval of the Association.
- 105. The name of any sponsor may form part of the name of a Club, subject to the prior written approval of the Association. An abbreviated Club name may also be approved by the Association for specific purposes, for example, for the purposes of media graphics.
- 106. Subject to Rule 107 and subject to any special sanction granted by the Association under this Rule, no league or competition which has been played during the Playing Season shall be allowed extended time outside the Playing Season to play all matches in the league or competition, including, without limitation, any league or competition played for charitable purposes. The Association may specially sanction a match to be played after the end of the Playing Season if the match is arranged between two distinct clubs, or leagues, or Area Associations or between any two of them. In granting any such sanction, the Association shall be entitled to stipulate to whom the whole or any part of the income generated from any such

match is to be paid including, without limitation, payment to a registered charity nominated by the Association.

- 107. Notwithstanding anything contained in these Rules:
 - 107.1 semi-final or final matches of cup competitions of the Association or Area Associations may be played not later than Saturday or Sunday following the end of the Playing Season in any year;
 - 107.2 small-sided leagues or competitions as specified in Rule 97 may be played at any time, whether in the Playing Season or the Close Season; and
 - 107.3 matches may be played for charity, or some other object approved by the Association, not later than the Saturday or Sunday following the end of the Playing Season and application for permission to play any such match must be made in writing to the Association (marked for the attention of the competitions department) not later than the 1st April in the year concerned.

SECTION J

PRACTICE MATCHES

- 108. Subject at all times to the overriding responsibility of all Clubs to fulfil their obligations to participate in Official Matches, Clubs shall be permitted to play Closed Friendly Matches at any time, whether in the Playing Season or the Close Season.
- 109. Clubs shall not require permission to play Closed Friendly Matches. There shall be no requirement to play the Closed Friendly Match in accordance with the Laws of the Game or for the match to be officiated by an appropriately qualified and registered Match Official. The Association's Disciplinary Procedures Concerning Field Offences Regulations shall not apply to Closed Friendly Matches. No audio or video or photographic coverage or data about a Closed Friendly Match including, without limitation, the team sheets, result or outcome shall be published or broadcast whether before, during or after the match.
- 110. Subject at all times to the overriding responsibility of all Clubs to fulfil their obligations to participate in Official Matches, Clubs shall be permitted to play Open Friendly Matches at any time, whether in the Playing Season or the Close Season. If the Open Friendly Match is to be played during the Playing Season, it shall be subject to the prior permission of the Association or the relevant Area Association (as the case may be). If the Open Friendly Match is to be played during the Close Season, it shall only be subject to the prior notice to the Association or the relevant Area Association (as the case may be) unless otherwise required by the Association. For the avoidance of doubt, the prior permission of the Association or relevant Area Association (as the case may be) must be obtained where a Club wishes to play such an Open Friendly Match as an away game at a club not under the jurisdiction of the Association.
- 111. Where the proposed Open Friendly Match is to be played at a Club under the jurisdiction of the Association, that Club shall make the application for permission to play or give prior notice of the Open Friendly Match at least seven (7) days prior to the proposed date of the Open Friendly Match, unless a shorter period is accepted by the Association in its absolute discretion. The application or notice must state whether a match-agent or other third party or intermediary has had, or will have, any involvement in the organisation of the match. Qualifying Clubs shall apply to the Association for permission or give notice to the Association, using the systems and procedures set by the Association from time to time. All other Clubs shall apply or give notice to their Area Association. Any such application or notice by a Club to

an Area Association which involves playing a team from another national football association shall be vetted by the Area Association and forwarded to the Association and the Association shall have absolute discretion to decide whether its permission is required and, if so, whether to grant permission.

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

112(A). Tours outside Wales:

- 112(A).1 No Member, Associate Member or other person or entity subject to the jurisdiction of the Association shall take Players on tour to England, Northern Ireland, Scotland, or to any country outside the United Kingdom under a designation that expressly or impliedly suggests such Players are representing the Association in any way.
- 112(A).2 All intended tours of Players outside Wales must first receive the written permission of the Association. All applications for such permission by Members (excluding individual Councillors) or Associate Members shall be made direct to the Association. All other applications for permission shall, in the first instance, be lodged with the Area Association in which the organiser is situated and in these cases the Area Association will vet the application and will forward the application to the Association with its recommendation for acceptance or rejection but the final decision on the application will rest solely with the Association.

SECTION K

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SECTION L

REFEREES AND OTHER MATCH OFFICIALS

- 113. The Association shall compile and keep a record of Match Officials for use of its Members and all other bodies within its jurisdiction. The secretary of each Area Association shall, on or before 1st August in each year, give the Association (using the systems and procedures set out by the Association from time to time) the grade, classification or category of each Match Official affiliated to that Area Association at the commencement of the current Playing Season.
- 114. On the field of play, any decision by the referee in charge of any match on questions of fact or the interpretation of the Laws of the Game or the Futsal Laws of the Game shall be final and conclusive. The Disciplinary Procedures Concerning Field Offences Regulations shall stipulate the penalties automatically imposed on Players and Team Officials in consequence of any offence committed during a match, as reported by the referee of that match. The said Regulations shall also specify any rights of appeal which may be permitted by the Association from time to time against any such automatically imposed penalty. In addition, the Association shall always have the right to bring a charge of a Disciplinary Offence against a Player or Team Official where it receives evidence of misconduct during a match where the referee of the match confirms to the Association that he/she did not witness the said event.
- 115. When a Match Official is appointed for any match by the Association, an Area Association or the organisers of a competition sanctioned by the Association, the Match Official shall, using the systems and procedures set out by the Association from time to time, within three (3) days of receipt by him/her of the notice of appointment, inform such appointing body whether

- he/she accepts or declines the appointment. Unless directed by the Association, having accepted an appointment to act as a Match Official for a match, the Match Official shall not cancel such engagement in order to officiate in some other match.
- 116. It shall be a breach of these Rules, if any referee fails to report any instance of misconduct during or relating to a match which comes to his/her notice, and if it is proved to the satisfaction of the Association that such instance of misconduct was of a nature that required reporting.
- 117. Deliberately left blank.
- 118. The promotion and demotion of referees and assistant referees to and from the National Leagues, together with the nomination of referees and assistant referees to the annual FIFA International Referee and FIFA International Assistant Referee lists, shall be at the sole discretion of the Association.

SECTION M

SUBSCRIPTIONS

- 119. The membership subscription for a Member shall be:
 - 119.1 £53.00 per annum plus VAT for each Qualifying Club;
 - 119.2 £355.00 per annum plus VAT for each Area Association; and
 - 119.3 £355.00 per annum plus VAT for each National League.
- 120. The annual membership subscription for an Associate Member shall be half that for a Qualifying Club or National League depending on whether the Associate Member is a club or league. If the Associate Member is a person or entity other than a club or league, the annual membership subscription shall be half that for an Area Association.
- 121. Subscription fees shall be paid on or before 1st August in each year (using the systems and procedures set by the Association from time to time). Failure to do so will result in (a) the automatic suspension of all membership rights of the Member or Associate Member and (b) the application of any surcharge fee which may be prescribed by the Directors from time to time. Nothing in this Rule shall affect the ability of the Member or Associate Member to play, organise or administer football unless suspension is ordered by a Judicial Body. Resumption of membership rights shall be at the Director's discretion following payment.

SECTION N

INFORMATION

- 122. By 1st August in each year, each Qualifying Club shall supply the Association with the following information using the systems and procedures set by the Association from time to time:
 - 122.1 the name and address of the secretary of the Qualifying Club concerned;
 - 122.2 a full and accurate description of the Qualifying Club's playing kit colours;
 - 122.3 the situation and address of the Qualifying Club's ground;
 - 122.4 whether the said ground is public or private;

- details of the UK bank or building society account in the name of the Qualifying Club, which is intended for use for payments to and from the Association; and
- 122.6 such further or other information as the Association at any time may require.
- 123. Using the systems and procedures set by the Association from time to time, the secretary of each Qualifying Club shall immediately inform the Association whenever any change in any of the matters set out in Rule 122 occurs.
- 124. The secretary of each Area Association shall on or before 1st October in each year give the Association (using the systems and procedures set out by the Association from time to time), a list of all clubs affiliated to, or in membership of, the Area Association together with the names and addresses of the secretaries of such clubs. All clubs affiliated to an Area Association may take part in leagues or competitions sanctioned by the Association.
- 125. Each Qualifying Club shall (using the systems and procedures set out by the Association from time to time) send annually to the Association a profit and loss account and a balance sheet for a twelve-month period including the Playing Season immediately past. Such profit and loss account and balance sheet shall be sent to the Association not later than 1st August in any year. Such profit and loss account and balance sheet must be signed by the chairperson and by the honorary treasurer or treasurer and by the secretary of, and on behalf of, the Qualifying Club. A Qualifying Club in default of any provision of this Rule shall pay the Association a sum equivalent to the fee payable by the Qualifying Club (less VAT) under the relevant provision of Rule 43.2.3 in respect of each such default.
- 125(A). No later than 1st August, each Qualifying Club shall (using the systems and procedures set out by the Association from time to time) file annually with the Association a copy of the documentation setting out its current legal structure, ownership, Control, directors and other officers, and governance or, if there has been no change in such documentation since it was last filed with the Association, confirmation that the said documentation is current. Using the systems and procedures set by the Association from time to time, each Qualifying Club shall immediately inform the Association whenever any change in any of the matters set out in this Rule 125(A) occurs. A Qualifying Club in default of any provision of this Rule shall pay the Association a sum equivalent to the fee payable by the Qualifying Club (less VAT) under the relevant provision Rule 43.2.3 in respect of each such default.
- 125(B). Each Member, Associate Member and Subordinate shall respond promptly and fully to any request for information (including, without limitation, a request for the production of documentation) reasonably made by the Association from time to time.
- 126. The secretary of every National League shall (using the systems and procedures set out by the Association from time to time) send to the Association not later than 1st August in any year a profit and loss account and a balance sheet for a twelve-month period including the Playing Season immediately past, which shall have been duly audited, and a list of all the Qualifying Clubs which have competed in the said National League. A National League in default of any provision of this Rule shall pay the Association a sum equivalent to the fee payable by the National League (less VAT) under relevant provision of Rule 43.2.3 in respect of each such default.
- 127. Each Area Association shall (using the systems and procedures set out by the Association from time to time) send annually to the Association a profit and loss account and a balance sheet for a twelve-month period including the Playing Season immediately past, which shall have

been duly audited. Such profit and loss account and balance sheet shall be sent to the Association not later than 1st August in any year. Such profit and loss account and balance sheet must be signed by the chairperson and by the honorary treasurer or treasurer and by the secretary of, and on behalf of, the Area Association. An Area Association in default of any provision of this Rule shall pay the Association a sum equivalent to the fee payable by the Area Association (less VAT) under the relevant provision of Rule 43.2.3 in respect of each such default.

127(A). Each Associate Member shall (using the systems and procedures set out by the Association from time to time) send annually to the Association a profit and loss account and a balance sheet for a twelve-month period including the Playing Season immediately past, which shall have been duly audited. Such profit and loss account and balance sheet shall be sent to the Association not later than 1st August in any year. Such profit and loss account and balance sheet must be signed by the chairperson and by the honorary treasurer or treasurer and by the secretary of, and on behalf of, the Associate Member. An Associate Member in default of any provision of this Rule shall pay the Association a sum equivalent to the fee payable by the Associate Member (less VAT) under the relevant provision of Rule 43.2.3 in respect of each such default.

SECTION O

MISCELLANEOUS

- 128. Members, Associate Members and Subordinates shall use such systems and procedures set by the Association from time to time to comply with any provision of these Rules or the Regulations.
- 129. In all matches in which the Association is represented, the Players representing the Association shall be selected by the appropriate team manager at that time appointed. No Councillor, being a director or official of any particular club, may attempt to influence the selection of a Player to play in any such match.
- 130. Any Player selected to represent the Association in any match arranged by the Association, shall comply with the arrangements of the Association for the playing of such match and shall attend such match unless the Player can show good and sufficient cause for such non-compliance or non-attendance. What constitutes "good and sufficient cause" in any particular case shall be determined by the Association in its absolute discretion. No club or official shall encourage or instigate or induce or connive at any breach by any Player of any of the provisions of this Rule or any Rule or Regulation.
- 131. Deliberately left blank.
- 132. Each Councillor shall be furnished with a special ticket, which shall not be transferable. All clubs shall admit the holder of such special ticket to their grounds and stands upon production by the holder of such special ticket without requiring any other or further authority, except on specified occasions which shall be determined by the Association from time to time.
- 133. The Association shall have first claim to the use of all Association Football grounds, offices and facilities of clubs within the jurisdiction of the Association. When the Association uses such ground, the Association shall hold sole rights in respect of television and broadcasting and in respect of ground advertising including, without limitation, advertising boards around the pitch and the name or designation applied to the ground for the purpose of the match organised by the Association. From each representative match staged at such a ground the club on whose ground the match is played shall provide the Association, within twenty-one

- (21) calendar days of the match, with a detailed statement of account of the gross income and expenditure received and incurred in staging the match. If the said statement is not supplied within twenty-one (21) calendar days, the Association shall have the power to impose a fine for each week or part of a week the statement (and/or any payment due to the Association) is late. No provision of this Rule shall apply to the Millennium Stadium in Cardiff.
- 134. A Qualifying Club's membership of the Association is personal to such member and shall not be transferrable except on the incorporation, or de-incorporation, of the member. Such a transfer on incorporation or de-incorporation shall require the consent of the Association and in the application for such consent, the proposed transferee must satisfy the Association's requirements as specified from time to time including, without limitation, evidence that the proposed transferee has accepted responsibility for all Football Related Liabilities of the Qualifying Club and has satisfied the Association that such liabilities will be discharged fully and within a reasonable time.
- 135. The Association shall be entitled to publish in the public press, or in any other manner which to it shall seem fit, the reports of its proceedings, act or resolutions or any part thereof, without having any regard as to whether such publication shall or shall not reflect upon the character or conduct of any Member or any other party involved at the time in question within the jurisdiction of the Association. Every such party shall be deemed hereby to have assented to any such said publication.
- 136. Any Qualifying Club or any other club within the jurisdiction of the Association shall play and otherwise fulfil all fixtures with other clubs in the leagues or competitions in which it is entered in any Playing Season.
- 137. No football match in which Players of the opposite sex are involved shall be played on any football ground within the jurisdiction of the Association except matches involving Players of the opposite sex up to and including those in Academic Year eleven (11) (or twelve (12), if applicable pursuant to Rule 88) and for the avoidance of doubt if a Player reaches the age of sixteen (16) during the Playing Season the Player will remain eligible to play in mixed gender matches until the end of that Playing Season PROVIDED THAT nothing in this Rule shall prevent (a) the playing of football matches between Players with a disability at any age where Players of the opposite sex are involved so long as, in the case of matches for those Players with a disability who have completed Academic Year eleven (11) (or twelve (12), if applicable pursuant to Rule 88), the matches take place in leagues organised exclusively for Players with a disability; (b) Players of the opposite sex of any age participating in Walking Football; (c) the FAW Girls Academy Under 17's North and South teams including up to five (5) Players in Academic Year thirteen (13) (who are no older than 18 throughout the applicable Academic Year) each per Season in Official Matches in the FAW Academy Under 14's North and South competitions respectively (and without such limitation on numbers in any Open Friendly Matches and Closed Friendly Matches); or (d) the playing of Closed Friendly Matches between:
 - a team comprised exclusively of Junior Players in the FAW Performance Programmes, and a male team comprised exclusively of Junior Players (in each case including Players who have reached the age of sixteen (16) during the Playing Season); and
 - 137.2 a team comprised exclusively of non-Junior Players in the FAW Performance Programmes, and a male team comprised exclusively of Junior Players in Academic Years ten (10) and eleven (11) (or twelve (12), if applicable pursuant to Rule 88) who are currently registered for an Academy, subject to compliance with safeguarding procedures set by the Association from time to time.

138. The Directors shall:

- 138.1 Determine the dates of each Playing Season and Close Season (each of which may differ for male and female football), and unless otherwise permitted under these Rules, no Official Matches are permitted to be played during the Close Season.
- 138.2 Determine the dates of each Season and Professional Registration Period (each of which may differ for male and female football). In the case of Professional Players and Amateur Players registered with a Club playing in competitions in the English pyramid system, the Directors shall adopt as the Professional Registration Periods the same periods as prescribed by the English Football Association for clubs playing in such competitions. In the case of all other Professional Players and Amateur Players, the first Professional Registration Period shall normally occur at the start of the Season and shall not exceed twelve (12) weeks. The second Professional Registration Period shall normally occur in the middle of the Playing Season and shall not exceed four (4) weeks. These dates shall be entered into TMS at least twelve (12) months before they come into force or as otherwise prescribed by FIFA. Unless otherwise permitted under these Rules, no Professional Player or Amateur Player registrations will be accepted by the Association at any other time during the year.
- Determine the dates (if any) of each Amateur Registration Period (which may differ for male and female football). In the case of Amateur Players registered with a Club playing in competitions in the English pyramid system (other than those to whom the Professional Registration Periods apply under Rule 138.2), the Directors shall adopt as the Amateur Registration Period the period (if any) as prescribed by the English Football Association for clubs playing in such competitions. In the case of all other Amateur Players (other than those to whom the above provisions in this Rule 138.3 apply or to whom the provisions in Rule 138.2 apply), the determination shall be at the discretion of the Directors, giving due consideration to the sporting integrity of the relevant competitions. These dates shall be entered into TMS at least twelve (12) months before they come into force or as otherwise prescribed by FIFA. Unless otherwise permitted under these Rules, no applications to register such an Amateur Player to play in Amateur Competitions under the jurisdiction of the Association will be accepted by the Association at any other time during the year.
- 139. Deliberately left blank.
- 140. Deliberately left blank.
- 141. Deliberately left blank.
- 142. No person shall be the secretary of two or more clubs at the same time.
- 143. Throughout these Rules the amount payable by the payee including, without limitation, subscriptions or fees or as otherwise required by law, shall be the amount stated plus the appropriate sum required in respect of VAT as applicable at that time unless otherwise expressly stated.
- 144. Notices:
 - 144.1 Any communication or notice given by or to the Association under these Rules or the Regulations using any online system or procedure prescribed by the Association from

- time to time shall be validly posted, uploaded, submitted or otherwise given if made or undertaken in the manner stipulated by the said online system or procedure and shall be deemed delivered as stated in the COMET Regulations when so given.
- Any other notice or other communication given by or to the Association under these Rules or the Regulations (i.e. not covered by Rule 144.1) shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid first-class post or by email to the address and for the attention of the relevant party set out in Rule 144.5. In the case of email service, the terms of Rule 144.3 apply. In the case of the other forms of service such notice or communication shall, subject to Rule 144.4, be deemed to have been received:
 - 144.2.1 if delivered personally, at the time of delivery; and
 - in the case of pre-paid first-class post, forty-eight (48) hours from the date of posting.
- 144.3 Any notice or other communication given to the Association pursuant to Rule 144.2 under these Rules or the Regulations by email shall be validly served if the relevant notification or communication is sent as an attachment to an email correctly sent to the Association. For the avoidance of doubt, the said notice or communication to the Association must be sent as an attachment and an email alone (even if containing the relevant information) will not constitute valid service under Rule 144. Any notice or communication given by or to the Association shall, subject to Rule 144.4, be deemed to have been received at the time of transmission.
- 144.4 In respect of any notice or other communication given by or to the Association pursuant to Rule 144.2, if deemed receipt occurs before 9.00am on a Business Day the notice or communication shall be deemed to have been received at 9.00am on that day and if deemed receipt occurs after 5.00pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00am on the next Business Day save as otherwise stipulated in the COMET Regulations from time to time.
- 144.5 Any notice or other communication to be served on the Association pursuant to Rule 144.2 shall be addressed to the Association at The Pavilion, Hensol, Vale of Glamorgan, CF72 8JY or by email to such email address issued for such purpose by the Association from time to time. In all such cases, the notice or communication shall be marked for the attention of the Chief Executive Officer unless otherwise expressly stated in any Rule or Regulation. Any such notice or other communication served by the Association on a Member or other party shall be served on the address or email address of that Member or other party last known to the Association. The Association shall notify Members in writing from time to time of any change to its address or email address and each Member shall notify the Association in writing of any change in the Member's address or email address (using the systems and procedures set by the Association from time to time).
- 144.6 In proving service pursuant to Rule 144.2 it shall be sufficient to (a) prove that the envelope containing such notice or other communication was addressed to the address of the relevant party set out or referred to in Rule 144.5 and delivered either to that address or into the custody of the postal authorities as a pre-paid first class letter or (b) the notice or other communication was sent by email to the email address referred to in Rule 144.5.

- 144.7 For the purpose of any time limit under these Rules or the Regulations, the date of receipt (or deemed receipt under any part of this Rule 144) of the decision, notice or other relevant correspondence (as the case may be), shall count as the first day of such time limit.
- 145. The practice of kicking-off matches by persons other than the players competing in the match is prohibited except in charity matches or Closed Friendly Matches.
- 146. Any internal disputes between the Association, its Members and Subordinates that do not fall under the jurisdiction of its Judicial Bodies shall be referred by the Association to independent arbitration under the rules and procedures of any independent arbitration services based in England and Wales (and which applies the law of England and Wales) selected by the Chief Executive Officer (or his/her nominee) in his/her absolute discretion PROVIDED THAT the provisions of this Rule shall not apply to the matters outside the jurisdiction of the Judicial Bodies referred to in Rule 37.2.

147. Jurisdiction:

- 147.1 These Rules and the Regulations and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of England and Wales.
- 147.2 The Association, its Members and Subordinates will not take any dispute to a court of law unless specifically provided for in the Rules or Regulations or FIFA Rules or UEFA Rules. Any dispute shall be submitted to the exclusive jurisdiction of FIFA, UEFA or the Association.
- 147.3 The Association shall have jurisdiction on internal national disputes, namely disputes between parties under the jurisdiction of the Association. FIFA shall have jurisdiction on international disputes, namely disputes between parties belonging to different associations and/or international confederations.
- 147.4 If as permitted in these Rules or the Regulations a dispute is taken to a court of law, the parties to the dispute irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear such dispute.

148. CAS:

- 148.1 The Association, its Members and Subordinates will recognise the jurisdiction of the CAS as specified in the relevant provisions of the FIFA and UEFA Rules.
- 148.2 The Association shall ensure its full compliance and that of its Members and Subordinates with any final decision passed by a FIFA body or CAS.
- 149(A). The licensing of Qualifying Clubs and all other Clubs under the jurisdiction of the Association to play in UEFA leagues or competitions shall be governed, sanctioned and controlled as set out, or referred to, in the Association's UEFA Club Licensing and Financial Fair Play Regulations.
- 149(B). The licensing of Qualifying Clubs and all other Clubs under the jurisdiction of the Association to play in domestic leagues or competitions shall be governed, sanctioned and controlled as set out, or referred to, in the Association's Regulations for the Pyramid League Systems including, without limitation, the FAW Tier 1 Club Licensing Regulations, the FAW Tier 2 Club

Licensing Regulations, the FAW Tier 3 Club Licensing Regulations, the Domestic Club Licensing Regulations for the Adran Premier and the Women's Tier 2 Women's Club Licensing Regulations.

150. International matches:

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

As approved by the Members in May 2024