

**The Football Conference Limited
Rules**

**THE FOOTBALL CONFERENCE LIMITED
KNOWN AS THE NATIONAL LEAGUE
FA STANDARDISED MEMBERSHIP RULES 2016/2017 SEASON**

1. DEFINITIONS

1.1 In these Rules:

“Affiliated Association” means an Association accorded the status of an affiliated Association under the Rules of The FA.

“AGM” shall mean the annual general meeting held in accordance with the Articles of the Competition.

“Appointing Authority” means The FA or the Competition.

“Articles” means the Articles of Association of the Company and reference to a number of following the word

“Article” is a reference to an Article so numbered in the “Articles”.

“Board” means the Board of Directors of the Company appointed in accordance with the Articles or, in the case of a Competition which is an unincorporated association, the management committee elected to manage the running of the Competition.

“Board Directive” means an order or instruction issued by the Board.

“Bond” means a sum of money deposited with the Competition as part of the requirements of membership of the Competition.

“Chief Executive Officer/CEO” means Chief Executive Officer of the Company.

“Club” means a Club for the time being in membership of the Company (including a Club which has had a transfer of membership approved under Rule 2.9 below).

“Commercial Agreements” means all or any Agreement or agreements with any third party including but not limited to sponsorship, marketing, merchandising, licensing and advertising, for the general promotion of each or any of the Clubs in the Competition and the Company, and which have the object of promoting the welfare and general commercial interest and increasing the financial resources of each of the Clubs, the Company and the Competition. (Inclusion of this definition is subject to Football Association approval).

“Company” means The Football Conference Limited, company registration number 3364308 which administers the Competition and shall, where the Competition is an unincorporated entity, include that entity.

“Company Secretary” means the person appointed by the Board and registered at Companies House as the Company Secretary of the Company

“Competition” means the The National League, comprising the National League, National League North and National League South.

“Competition Match” means any match played or to be played under the jurisdiction of the Company.

“Competition Office” means the registered Offices or addresses where League business is transacted.

“Competition Secretary” means such person or persons appointed or elected to carry out the administration of the Competition.

“Contract Player” means any Player (other than a Player on a Scholarship) who is eligible to play under a written contract of employment with a Club.

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

- a) the power (whether directly or indirectly and by any means including without limitation by way of those that in the opinion of the Board are acting in concert) to appoint and/or remove all or such of the

members of the board of directors of the Club as are able to cast a majority of the votes capable of being cast by the members of that board; and/or

b) the holding and/or possession of the beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares (or other equity securities) in the Club (whether directly, indirectly (by means of holding such interests in one or more other persons) or by contract including without limitation those that in the opinion of the Board are acting in concert) which confer in aggregate on the holder(s) thereof 30 per cent or more of the total voting rights exercisable at general meetings of the Club;

For the purposes of the above, any rights or powers of a nominee or of an associate (as defined in the Rules of The FA Challenge Cup) of a person shall be attributed to that person.

“Criteria Document” means the document entitled “National Ground Grading Document” issued by The FA from time to time and shall, unless stated to the contrary, mean the latest edition of the document.

“CVA” shall mean an agreement reached by a Club under a Company Voluntary Arrangement (under the Insolvency Act 1986) or a Scheme of Arrangement (under the Companies Act 1985 or Companies Act 2006).

“Day” means any day on which the Competition Office is open for normal business but excluding, unless the Board determines otherwise, a Saturday, a Sunday or a Bank or Public Holiday.

“Embargo” means a ban placed by the Board on a Club in respect of player registrations, as more fully defined in Appendix H.

“Embargoed Club” means any Club subject to an Embargo.

“Fees Tariff” means a list of fees approved by the Company at a general meeting to be levied by the Company for any matters for which fees are payable under the Rules.

“FIFA Quality Concept” means the:

- (a) FIFA Quality Concept Handbook of Requirements for Football Turf Surfaces (January 2012 Edition); and
- (b) FIFA Quality Concept – Handbook of Test Methods for Football Turf (January 2012 Edition), and any amendment or modification thereof.

“FIFA Recommended One / IATS or Two Star Certificate” means the certificate of that name awarded by FIFA following compliance with the applicable requirements of the FIFA Quality Concept.

“Fines Tariff” means a list of fines approved by the Company at a general meeting to be levied by the Company for any breach of the Rules.

“Football Creditor” means any one of the following:

- The Football Association Limited.
- Any Club affiliated with an Affiliated Association.
- Any League sanctioned by The Association or an Affiliated Association.
- Any full time or part time employee of a Club, or former full time or part time employee of a

Club, in respect of sums due to such person by way of arrears of remuneration or expenses. This excludes for these purposes all and any claims for redundancy, unfair or wrongful dismissal or other claims arising out of the termination of the contract or in respect of any period after the actual date of termination.

- The Professional Footballers’ Association Limited.
- The Football Foundation.
- Any Affiliated Association.
- Any pension scheme or plan administered by or on behalf of the Competition.

“Football Turf (3G) Pitch (FTP)” means a field of play (as that term is defined in the Laws of the Game) that has, following installation and prior to the commencement of each subsequent Playing Season, been awarded a FIFA Recommended One Star / IATS (International Artificial Turf Standard) or Two Star Certificate and which otherwise conforms to the requirements of the Laws of the Game.

‘General Manager’ means the General Manager of the Company administering the Competition hereinafter referred to as the GM.

“Grass Pitch” means a field of play (as that term is defined in the Laws of the Game) that is natural grass, predominantly natural grass or intended to be predominantly natural grass and which conforms to the requirements of the Laws of the Game.

“Ground” means the ground on which the Club’s first team plays its Competition fixtures.

“Insolvency Event” means any one of the following:

- (a) entering into a Company Voluntary Arrangement pursuant to Part 1 of the Insolvency Act 1986 (“the 1986 Act”) or a compromise or arrangement with its creditors under Part 26 of the Companies Act 2006 or any compromise agreement with its creditors as a whole; or

- (b) lodging a Notice of Intention to Appoint an Administrator or Notice of Appointment of an Administrator at the Court in accordance with paragraph 26 or paragraph 29 of Schedule B1 to the 1986 Act, an application to the Court for an Administration Order under paragraph 12 of Schedule B1 to the 1986 Act (other than paragraph 12 (1)(c)) or where an Administrator is appointed or an Administration Order is made in respect of it (“Administrator” and “Administration Order” having the meanings attributed to them respectively by paragraphs 1 and 10 of Schedule B1 to the 1986 Act); or
- (c) an Administrative Receiver (as defined by section 251 of the 1986 Act), a Law of Property Act Receiver (appointed under section 109 of the Law of Property Act 1925) or any Receiver appointed by the Court under the Supreme Court Act 1981 or any other Receiver is appointed over any assets which, in the opinion of the Board, are material to the Club’s ability to fulfil its obligations as a member of the League; or
- (d) shareholders passing a resolution pursuant to section 84(1) of the 1986 Act to voluntarily wind up; or
- (e) a meeting of creditors is convened pursuant to section 95 or section 98 of the 1986 Act; or
- (f) a winding up order is made by the Court under section 122 of the 1986 Act or a provisional liquidator is appointed under section 135 of the 1986 Act; or
- (g) ceasing or forming an intention to cease wholly or substantially to carry on business save for the purpose of reconstruction or amalgamation or otherwise in accordance with a scheme of proposals which have previously been submitted to and approved in writing by the Board; or
- (h) being subject to any insolvency regime in any jurisdiction outside England and Wales which is analogous with the insolvency regimes detailed in (a) to (g) above; and/or
- (i) being the subject of any proceedings, or having any steps taken against it, or any court order made against it, the result of which will have a substantially similar effect to any of the foregoing.

“Intermediary” means any natural or legal person who carries out or seeks to carry out Intermediary Activity and has registered with The Association in accordance with The FA Intermediaries Regulations.

“Intermediary Activity” means acting in any way and at any time, either directly or indirectly, for or on behalf of a Player or a Club in relation to any matter relating to a Transaction. This includes, but is not limited to, entering into a Representation Contract with a Player or a Club. For the avoidance of doubt, a Club Official is not acting as an Intermediary when he carries out any Intermediary Activity in relation to any matter relating to a Transaction for or on behalf of that Club. Similarly, a Lawyer is not acting as an Intermediary when he solely and exclusively undertakes or provides Permitted Legal Advice in relation to any matter relating to a Transaction.

“Long Term Loan” means a loan transfer in excess of 93 days of a Player who is a qualifying Player within the terms of the Rules.

“Main Sponsor” means the title sponsor of the Competition from time to time.

“Match Officials” means the referee, the assistant referees and any fourth official appointed to a Competition Match.

“Membership Year” means the period in each calendar year from the holding of one annual general meeting of the Company to the holding of the next annual general meeting.

“National League System” means the system of competitions controlled by the FA where promotion and relegation links exist between participating Leagues.

“Non Contract Player” means any Player (other than a Player on a Scholarship) who is eligible to play for a Club but has not entered into a written contract of employment.

“Office” means the Registered Office of The National League.

“Officer” means an individual who is required to make an Owners’ and Directors’ Declaration by The FA.

“Owners’ and Directors’ Declaration” means a declaration to The FA required from an Officer from time to time.

“Paid in Full” shall mean when a Club has either:

- paid (in cleared funds) to the supervisor of its CVA or its administrator, sufficient funds to pay all its creditors in full (100p in the £) and to cover the costs of the CVA or the administration and confirmation of this fact has been received in writing from the supervisor/administrator; or
- paid (in cleared funds) sufficient to settle in full (100p in the £) any debts owed to creditors outside a CVA.

“Pitch” means a Grass Pitch or Football Turf Pitch.

“Pitch Test” means the test(s) conducted by a FIFA accredited field test institute or UKAS accredited test institute in accordance with the requirements of the FIFA Quality Concept or IATS.

“Player” means any Contract Player, Non Contract Player or other Player who plays or who is eligible to play for a Club.

“Playing Season” means the period between the date on which the first league fixture in the Competition is played each year until the date on which the last league fixture in the Competition is played. For Clubs participating in play off matches this does include the period when play off matches are played.

“Play Off Position” means the position of a Club in the table at the end of each Playing Season which is provided for in Rule 13 as qualifying the Club to take part in a play off match to qualify for promotion to the next step of football for the next Playing Season.

“Principal” means a Club, a manager, an official of a Club, or a player employing an Agent for one of the purposes set out in the definition of Agent above.

‘Registration Period’ means the period during which Clubs may lodge registrations with the Competition.

“Rules” means these rules under which the Competition is administered.

“Satisfied” shall mean that a creditor has consented, and provided evidence of such, to accept a sum in full and final settlement of its debt from a Club. For the avoidance of doubt, a vote to approve a Company Voluntary Arrangement (‘CVA’) by the creditors of a Club, held in accordance with Insolvency Law in operation from time to time, shall deem those debts admitted to the CVA as being Satisfied. The Board shall determine at its absolute discretion whether an amount is satisfied under the Rules.

“Scholar” means a player aged sixteen or over who has signed a Scholarship with a Premier League or Football League Club or licensed National League Club, and who has completed a registration form for Scholars in accordance with FA Rules and Regulations.

“Scholarship” means a Scholarship as set out in Rule C 3 (a) (i) of the Rules of The FA.

“Season” means the period from the Annual General Meeting of the Company until the next Annual General Meeting of the Company.

“Secured” shall mean that one of the following legally recognised undertakings has been provided for the payment of the specified sum in full by the AGM at the end of the Playing Season in which the transfer of membership takes place:

(i) A solicitor’s undertaking for the full amount outstanding;

(ii) A bank guarantee is held for the full amount outstanding;

In each case to be paid and satisfied in full by no later than the AGM at the end of the Playing Season in which the transfer took place.

The Board shall determine at its absolute discretion whether an amount is Secured or Satisfied under the Rules.

“Short Term Loan” means a loan transfer for a period of no fewer than 28 days and no more than 93 days in any one season.

“Significant Interest” means the holding and/or possession of the legal or beneficial interest in, and/or the ability to exercise the voting rights applicable to, shares or other securities in the Club which confer in aggregate on the holder(s) thereof ten (10) per cent or more of the total voting rights exercisable in respect of the Shares of any class of Shares of the Club. All or part of any such interest may be held directly or indirectly or by contract including, but not limited to, by way of membership of any group that in the opinion of the Board are acting in concert, and any rights or powers held by an Associate (as defined in the Rules of The FA Challenge Cup) shall be included for the purposes of determining whether an interest or interests amounts to a “Significant Interest”.

“SSAP” means a sporting sanctions appeal panel to be appointed to determine an appeal against a deduction of points under Rule 14.

“Team Sheet” means a form provided by the Competition referred to in Rule 8.11.1.

“The FA” means The Football Association Limited.

“Transaction” means any negotiation or other related activity, including any communication relating or preparatory to the same, the intention or effect of which is to create, terminate or vary the terms of a player’s contract of employment with a Club, to facilitate or effect the registration of a player with a Club, or the transfer of the registration of a player from a club to a Club (whether on a temporary or permanent basis). A completed Transaction is one that has so achieved the creation, termination or variation of the terms of the player’s contract of employment with a Club, the registration of the player with a Club or the transfer of the registration from a club to a Club.

“Work Experience Player” means a Player whose registration is held by a competition other than the Competition and is registered under a Scholarship. The Club taking the Player on work experience will register the Player Non

Contract with a league in which they take part to fulfil the football element of the Scholarship, not the educational part.

“written” or “in writing” means the representation or reproduction of words or symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Words or expressions used in these Rules shall, if not inconsistent with the subject or context, bear the same meanings as in the Articles.

1.3 All Clubs shall adhere to the Rules. Every Club shall be deemed, as a member of the Company to have accepted the Rules and to have agreed to abide by the decisions of the Board in relation thereto, subject to the provisions of Rule 17.

1.4 The Competition will be known as The National League (or such other name as the Company may adopt) and the Divisions will be known as the National League, National League North and National League South. The Clubs participating in the Competition must be members of the Company in accordance with the Articles. A Club which ceases to exist or which ceases to be entitled to play in the Competition for any reason whatsoever shall thereupon automatically cease to be a member of the Company.

1.5 The administration of the Competition under these Rules will be carried out by the Company acting (save where otherwise specifically mentioned herein) through the Board in accordance with the Rules Regulations and Practices of The FA.

1.6 The Company shall be part of the National League System established by The FA and shall sign such documents as are required from time to time to confirm such membership[s].

2. MEMBERSHIP REQUIREMENTS

2.1 Each Club shall register its Ground, and its pitch dimensions, with the Competition prior to the start of each Playing Season. It will be misconduct on the part of a Club to alter its pitch dimensions during a season unless with prior written consent of the Board. The Board may at any time require a Club, at its own cost, to submit a report from a qualified independent source certifying the pitch dimensions.

Dimensions of the field of play for all Competition matches shall be:-

Length - Maximum 120 yards (110 metres) – Minimum 110 yards (100 metres)

Width - Maximum 80 yards (75 metres) – Minimum 70 yards (64 metres)

No Club shall remove to another Ground without first obtaining written consent of the Board; such consent not to be withheld unreasonably. In consideration whether to give such consent the Board shall have regard to all the circumstances of the case and shall not grant consent unless it is reasonably satisfied that such consent:-

- would be consistent with the objectives of the Competition as set out in the Memorandum of Association;
- would be appropriate having in mind the relationship (if any) between the locality with which by its name or otherwise the applicant Club is traditionally associated and that in which such Club proposes to establish its Ground;
- would not adversely affect such Club's Officials, Players, supporters, shareholders, sponsors and others having an interest in its activities;
- would not have an adverse effect on visiting Clubs;
- would not adversely affect Clubs having their registered Grounds in the immediate vicinity of the proposed location, and
- would enhance the reputation of the Competition and promote the game of association football generally.

The Club must disclose, as soon as practicable, plans and details of any proposed move to a new stadium. The location of the proposed new stadium must meet with the approval of the Board.

Without prejudice to the provisions of Rule 4.12 a Club shall forthwith notify the Competition of any proposed change in its circumstances relating to the occupation of its Ground. By way of example, and without limitation, a proposed change may include a sale of any freehold interest (with or without subsequent leaseback) or any surrender or variation or a lease or licence.

2.2 All Clubs shall have Grounds and headquarters situated in England, the Channel Islands, Isle of Man if applicable or Wales and the Competition Secretary shall send their names and particulars to The FA annually by the date appointed by, and in the format required by, The FA. Clubs playing in England shall be duly affiliated at all times to a recognised County Football Association. Welsh Clubs shall be affiliated to The FA of Wales. Each Club shall notify the Competition Secretary of its affiliation number each year as soon as practicable after it has received same. Each Club shall return to the General Manager a fully completed questionnaire relating to Form “D” required by The FA by the date given in the circular letter accompanying the questionnaire issued by the Competition Secretary.

2.3.1 A Club's Ground may be shared with another Club or any other club (including a club engaged in another sport) providing, where sharing with a football club the Club or club playing in the most senior competition has priority of fixtures at all times and, where sharing with a club engaged in another sport, the Club has priority of fixtures. A Club will not be permitted to ground share to gain promotion or to avoid relegation. Ground sharing may not be permitted when one of the sharers retains the use of another ground unless that club can show by means of a refused planning permission or similar that it cannot meet the requirements of the Criteria Document at that ground. Any Club wishing to share a Ground or intending to move to a new Ground must obtain the written consent of the Board. Any Ground sharing for a period exceeding thirteen (13) weeks must be in writing and a written agreement must first be approved by the Board before being entered into and (except in an emergency) must be completed by 31 March in any year to be effective for the following Playing Season. A copy of the completed signed and dated agreement must be received by the Competition within fourteen days of the approval being sent to the Club.

2.3.2 The Club as at 31 March in any year shall either:

- (i) Own the freehold of the Ground, or
- (ii) Have a lease for the Ground that extends uninterrupted for a minimum of the next Playing Season, or
- (iii) Possess an agreement for the use of the Ground that is acceptable to The Football Association following consultation with the relevant Competition.

In each case the Club must provide to the Competition of which it is a member and to The Football Association:

If the Ground is freehold either currently dated Official Copies of the freehold title at the Land Registry in the name of the entity in membership of the Competition or, if unregistered, a Certificate of Title from the Club's solicitor showing that the Ground is owned by the entity in membership of the Competition, or

If the Ground is held leasehold a copy of the signed and dated lease in the name of the entity in membership of the Competition; if the expiry date of the lease has already passed or is dated before the end of the next full Playing Season, a certificate from the Club's solicitor as to whether or not a notice has been given by the landlord to terminate the lease. In addition the Club must provide evidence of registration at the Land Registry, or explain why the Lease is not registered.

If the Ground is subject to an acceptable agreement a copy of the signed and dated agreement for the use of the Ground together with confirmation from The Football Association, following consultation with the relevant Competition, that the agreement is acceptable.

The Club must disclose whether the Club's occupation of the Ground is subject to any third party option, whether the ground is charged by way of security and whether or not any break clauses in the lease or agreement have been exercised either by the landlord or the tenant.

In all cases The Football Association and the Competition of which it is a member have the right to call for further information.

2.3.3 A Club's Ground must comply with the Criteria Document for the step in the National League System at which the Club is playing.

2.4 No club which is a "nursery" club or a reserve side of a football club shall be eligible for membership of the Company.

A club shall be deemed to be a "nursery" club if it is under obligation, written or otherwise, to a football club by reason of which it has not the sole and entire control of its own management, finance and Players.

2.5 Clubs seeking membership or applying to retain membership of the Company must comply with the requirements provided for in the Criteria Document for the step at which the Club is playing. Only clubs which meet these criteria in full will be eligible for membership. All Clubs visited by representatives of the Competition in pursuance of the document will pay a non-returnable fee. In the absence of a procedure for application for membership being established by The FA, the Board shall establish such procedure.

The Board shall establish a procedure for inspecting Clubs' grounds from time to time to ensure that the grade attained by that ground is maintained.

2.6 The Competition and the FA shall determine a time scale whereby all Clubs in membership must attain the grade provided for in the Criteria Document. The grade applicable for each Club for the commencement of a Playing Season shall be that existing at the previous 31st March, such grading to be ascertained by an inspection carried out on or before 31st March or as soon as practicable thereafter. Any Club not maintaining the grade set for the Competition may be relegated at the end of the Playing Season to a step determined by The FA.

Any delay in inspection shall in no way release a Club from its obligation to have its ground ready for inspection. If for any reason a Club's existing ground, or any new ground in which it proposes to play its home matches in the season following inspection, is not available for grading by 31st March prior to commencement of the relevant season then the Club must, by the 31st March, submit to the Board in writing its proposals for a venue for its home matches in the following season ("alternative proposal"), such alternative proposal to be considered (and if appropriate) approved at the next Board Meeting after 31st March. The alternative proposal must, inter alia, contain documentary evidence in support of any ground sharing arrangements and evidence that the proposed ground is demonstrably suitable at a level which the relevant club will be competing. The alternative proposal may not be for a continuation of any ground share arrangement if the Club has had a ground sharing

arrangement for the previous 2 seasons, or any part thereof, even if those arrangements have related to more than one ground.

Any approval of the alternative proposal will be subject to the issue of a grading certificate. The Board will use all reasonable endeavours to inspect the ground after receiving the alternative proposal and prior to the Board meeting, but if it is unable to do so then any approval of the alternative proposal will be subject to the issue of a satisfactory grading certificate. In the event of a Club not having received a grading certificate by 31st March and not having had its alternative proposal approved at the relevant Board Meeting, it shall be relegated forthwith at the end of the playing season to a level determined by The Football Association.

Clubs in membership of the Competition on 1st April in any season will have until 31st May in that season to meet in full the criteria of membership of the Competition.

2.7 Any Club which is incorporated must be incorporated in England and Wales. Any Club wishing to incorporate shall notify The FA, its Affiliated Association and the Company Secretary before it makes any resolutions in this regard. Any person wishing to be appointed as an Officer to a Club must comply with the requirements of The FA Owners' and Directors' Test Regulations and send to the Company Secretary a copy of the Owners' and Directors' Declaration within 5 days of sending the same to The FA.

2.8 In the event that any Club which is an unincorporated association incorporates itself it shall notify the Company Secretary in writing within 14 days of the passing of the resolution to take this action and shall with such notice provide the Company Secretary with a copy of the Memorandum and Articles of Association of the company. Any amendments to the Memorandum and Articles of Association of a Club must be notified to the Competition Secretary in writing within 14 days of the passing of the resolution with a copy of the change(s).

Transfer of Membership

Transfer as a Going Concern

2.9.1 In the event that any Club which resolves to transfer its membership of the Competition from one legal entity to a different legal entity, other than in the circumstances shown at 2.9.2 below, the Board will use the following minimum criteria in deciding whether to approve that transfer:

- (a) The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity.
- (b) All Football Creditors in the Club must be paid in full or transferred in full (with each creditor's consent) to the new entity, and evidenced as such.
- (c) All other creditors in the Club must be paid in full or Secured or transferred in full (with each creditor's consent) to the new entity and evidenced as such.
- (d) The proposed new entity has provided financial forecasts to The FA and the Competition showing its ability to fund the Club for the next twelve (12) months or to the end of the Playing Season following transfer (whichever is the longer) and that evidence of funding sources has been provided.
- (e) The FA must have given approval for the transfer to take place.

Transfer from Insolvency

2.9.2 In the event that any Club that is subject to an Insolvency Event resolves to transfer its membership of the Competition to a new entity, the Board will use the following minimum criteria in deciding whether or not to approve that transfer:

- (a) The shareholders or members of the Club have voted to agree to the transfer of the Club's membership to the new entity and/or a licensed insolvency practitioner(s) appointed to the Club has agreed to sell or transfer some or all of the Club's assets to the new entity;
- (b) All Football Creditors in the Club must be Paid in Full and evidenced as such;
- (c) The proposed new entity has provided financial forecasts to The FA and the Competition showing its ability to fund the Club for the next twelve (12) months or to the end of the Playing Season following transfer (whichever is the longer) and that evidence of funding sources has been provided;
- (d) The FA must have given approval for the transfer to take place; and
- (e) All other creditors in the Club must be satisfied and evidenced as such (This provision to be read in conjunction with 2.9.3 below.)

In the event that requirement (a) and/or (e) is not fully complied with, and only where the Board, at its absolute discretion, deems there to have been exceptional circumstances surrounding the application for the transfer, it may approve the transfer (subject to compliance with all other provisions above) and may apply such conditions as it deems appropriate including, without limitation, the deduction of points.

2.9.3 Nothing in Rule 2.9.2 above shall limit in any way the application of Rule 14B of these Rules.

2.10 The Competition shall allow for up to seventy-two (72) member Clubs. There will be three (3) divisions. There will be twenty-four (24) Member Clubs in the National League with twenty-two (22) Member Clubs in each of National League North and National League South. The Clubs competing in each division each season will be confirmed by the Annual General Meeting of the Company each year. A Club entered into membership at the Annual General Meeting shall be subject to the application of the Rules until the date of the following Annual General Meeting. It shall be allowed for these numbers to be increased to accommodate any anomaly in the National League System.

2.11 Any Club or Club representative found guilty of serious irregularities regarding Players Contract payments under The FA Rules may be expelled from the Company in accordance with the Articles or these Rules and, in addition, may be fined such sum as the Board shall determine.

2.12 The Company will hold a membership register of the full name of the company/unincorporated entity constituting each Club. If the Club is an incorporated entity, it must provide the Company with its company name and registration number. If the Club is an unincorporated entity, it must provide the Company with the name of an individual in whose name the membership of the Company will be vested. A Club must notify the Company of all proposed changes to the information held by the League in the membership register in respect of the Club including any proposed change of company name or the name of an individual in whose name the membership of the Company is vested. Clubs are required to submit a fully completed membership form prior to the Annual General Meeting each Season.

The Company will provide a copy of its membership register to The FA annually.

Ownership and Change of Control

2.13 Each Club shall publish its legal name, form (e.g. unincorporated association, company limited by shares or guarantee etc) and any identifier (e.g. company number). In addition for those Clubs that are owned, then the Club shall also publish the identities of the ultimate owner (i.e. the name of an individual) of each Significant Interest in the Club. Such information shall as a minimum be published on the Club's official website on a page accessible directly from the home page of that official club website and/or within the Club's official matchday programme.

2.14 If any change of Control of a Club is proposed (whether by a natural person, legal entity or any other body) then:

- (i) The Club shall submit to the Board up to date information including financial information (such as budgets) prepared to take into account the consequences of the change in Control on the Club's future financial position as soon as reasonably practicable prior to the change of Control, or if submission is not reasonably practical prior to the change of Control then no later than 10 working days thereafter;
- (ii) The Board shall have the power to require those that are to acquire or have acquired control of the Club to appear before it and to provide evidence of the source and sufficiency of any funds which the purchaser proposes to invest in or otherwise make available to the Club; and
- (iii) On considering all information available, including that provided under Rule 2.14(ii), then the Board at its absolute discretion shall apply any conditions in respect of the Club's ongoing membership of the Competition including the provision of any further information, adherence to a budget, the application of an Embargo, request for financial guarantees, and or payment of a Bond.

This Rule shall not apply where Rule 2.9 applies.

2.15 In the event that an Insolvency Event occurs in relation to any Club, that Club must inform and keep informed the Company Secretary and The FA immediately.

The Board shall have the power to suspend a Club on notification of it having entered an Insolvency Event. At the discretion of the Board, a suspension may take effect from the giving of the notice or it may be postponed subject to any conditions as the Board may think fit to impose.

In the event that a Club is suspended or its suspension is postponed, the Board shall have power to make such payments as it may think fit to the Club's Football Creditors out of any monies due to that club from the Company.

2.16 An individual seeking to become an Officer of a Club must submit an Owners' and Directors' Declaration to The FA in accordance with the Reporting Requirements set out in The FA's Owners' and Directors' Regulations that apply from time to time. The Club must provide a copy of any such Owners' and Directors' Declaration to the Competition at the time it is submitted to The FA.

No individual will be permitted to act as an Officer if they fail to meet any of the requirements of the Owners' and Directors' Declaration, as set out in the Rules of The FA.

In the event that an individual/entity is found to have either:

- Completed false or misleading statements on their Owners' and Directors' Declaration;
- acted as an Officer when in breach of the requirements of the Owners' and Directors' Declaration;
- Acted as an Officer without The FA having given written confirmation to the Club in accordance with The FA's Owners' and Directors' Regulations that the individual may so act; then the individual/entity or Club shall be subject to such fine or other sanction as may be determined by The FA.

In the event that the Competition receive a Notice from The FA issued in accordance with The FA's Owners' and Directors' Test Regulations for the suspension of that Club's Competition membership, then that Club shall be suspended from the Competition with effect from 14 days from the date of the Notice. An appeal of the effect of the Notice is to The FA and can only be made by the affected Club and in accordance with the appeal procedures set out in the FA Owners' and Directors' Test Regulations. The effect of the Notice shall be suspended pending the outcome of an appeal.

The FA shall advise the Competition and the Club in writing where it becomes satisfied that a Disqualifying Condition as defined in the FA Owners' and Directors' Test no longer applies. Upon receipt of this written notification from The FA, the Competition may remove the suspension of the Club's Competition membership.

Where a Club is suspended and that causes a match in the Competition not to be played, the Board shall determine how the outcome of that match shall be treated.

2.17 Within fourteen days of a change in a Significant Interest at a Club or the appointment or removal of any director of a Club, written notice thereof, together with such details as are required to be filed with the Registrar of Companies, shall be deposited at the Competition Office.

2.18 If during the course of a season the Board decide that the organisation and management or finances of a particular Club fall below the standards appropriate to membership of the Competition, the Competition Secretary shall be instructed to warn the Club at once that it may be excluded from membership of the Competition at the end of that playing season. Such a Club shall have the right to appeal to The FA within 14 days of the date of notification of the Board's decision.

2.19 The Competition, through the Board shall be empowered from time to time by subscription, levy or otherwise to require Clubs to contribute such sum or sums of money to the funds of the League as may be necessary for the proper conduct of the business of the League. Such contributions by Clubs may be collected by deduction from sums due to Clubs under any promotion agreement or commercial contract or from sponsorship money due or by whatever means the Board shall think fit. There shall be added to any sums to be contributed from Clubs, if applicable, Value Added Tax at the then prevailing rate.

2.20 Any Club failing to be represented at an Annual General Meeting or any other General Meeting called in accordance with the Rules and Articles without satisfactory reason being given shall be fined in accordance with the Fines Tariff. Whenever required to do so all Club Managers, or an Assistant Manager, will be required to attend in person any General Meeting of Clubs to receive a presentation by the Board. Failure to do so without just cause shall be a breach of these Rules and be dealt with in accordance with the Fines Tariff.

2.21 The Competition and each Club must be committed to promoting inclusivity and to eliminating all forms of discrimination.

2.22 The Competition and each Club does not and must not by its rules or regulations or in any manner whatsoever unlawfully discriminate against any person within the meaning and scope of the Equality Act 2010 or any law, enactment, order or regulation relating to discrimination (whether by way of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability, or otherwise).

2.23 The Competition and each Club shall make every effort to promote equality by treating people fairly and with respect, by recognising that inequalities may exist, by taking steps to address them and by providing access and opportunities for all members of the community, irrespective of age, gender, gender reassignment, sexual orientation, marital status, race, nationality, ethnic origin, colour, religion or belief, ability or disability, or otherwise.

2.24 Any alleged breach of the Equality Act 2010 legislation must be referred to the appropriate sanctioning Association for investigation.

3. MEMBERSHIP – ANNUAL SUBSCRIPTION

3.1 Any Club applying for membership of the Company shall submit to the Company a fully completed Membership application form and the application fee and, if appropriate, a non-refundable ground inspection fee.

3.2 Clubs which have qualified for membership of the Company must confirm their acceptance of membership on the appropriate Competition form to be received by the Company at least fourteen (14) days prior to the next Annual General Meeting of the Company accompanied where appropriate by the membership fee. The annual subscription shall be paid by each Club to the Company no later than seven (7) days before the Annual General Meeting of the Company in each year.

4. POWER OF THE BOARD

4.1 The Board shall have power to deal with all matters of management of the Competition covered by the Rules. The Board shall conduct the business of the Competition and shall meet as often as is necessary for this purpose. The Board may appoint such committees as it deems appropriate which shall be fully empowered to act on the Board's behalf subject to ratification by the Board. The Board shall have power to deal only with matters within the Competition and not for any matters of misconduct that are under the jurisdiction of the Football Association or affiliated Association.

4.2 Save where specifically provided otherwise in these Rules, the Board shall have power to apply, act upon and enforce these Rules and shall have jurisdiction over all matters affecting the Company or the Competition including any not provided for in these Rules. The Board shall also have the power to issue an order or instruction, by way of a Board Directive, in the best interest of the Competition, on any matter not provided for in these Rules, with which Clubs must comply or be subject to sanction under Rule 4.6, save where any such

Directive is inconsistent with a Rule or Regulation of The FA, in which event the Directive will not create a binding obligation on Clubs.

4.3 All decisions of the Board shall be binding, subject to a right of appeal to The FA pursuant to Rule 17. Decisions of the Board must be notified, in writing, to all concerned within fourteen days of the making of such decision.

Upon becoming aware of any breaches of these Rules the Board shall write to the entity suspected of a breach formally charging the party giving at least 7 days' notice of the time, date and venue of the meeting at which the charge shall be considered.

The party charged will respond in writing to the Board within 7 days stating whether or not the charge is admitted and in default the Competition will deal with the case on the evidence it has at the time. If the charge is disputed or if the party admitting the charge wishes to present a plea in mitigation, it shall have the right to a personal hearing. The party charged also has the right to waive the 7 day requirement and allow the charge to be considered in less than 7 days after the party has been charged.

If the party charged disputes the charge or wishes to have a personal hearing to present a plea in mitigation then it shall submit its case in writing to be received by the League Secretary at least 7 days prior to the date of the meeting set to consider the charge and in default the Board will be at liberty to proceed to hear the charge without the benefit of written submissions from the party charged.

4.4 Where the Rules provide for the imposition of a financial penalty under the Fines Tariff then the Notice of Charge given by the Board under Rule 4.3 above shall refer to the penalty provided for in the Fines Tariff. If the Rule provides that the penalty for such a breach is in the discretion of the Board then the notice shall also state as such. If the penalty set by Rules is not a financial penalty then such penalty must still be referred to in the Notice of Charge.

All breaches of the Laws of the Game Rules and Regulations of the Football Association shall be dealt with in accordance with FA Rules by the appropriate Association prior to any action by the Competition in accordance with FA Regulations.

4.5 All fines and charges imposed by the Board shall be received by the Company within twenty-eight (28) days of the date of notification of imposition (unless otherwise ordered). Any Club or person breaking this Rule shall be liable to such penalties as the Board may impose.

4.6 If a Club fails to comply with a Board Directive within fourteen (14) days of notification of such order or instruction, or within fourteen (14) days of an operative date specified in that order or instruction, it shall not be allowed to play or take part in the business of the Company until the expiry of seven (7) days from the day the order or instruction is complied with.

4.7 Except where otherwise mentioned, all communications shall be addressed to the Competition Secretary, who shall conduct the correspondence of the Competition.

4.8 A Club must at all times attend satisfactorily to the business of the Competition and/or the correspondence of the Competition or Company.

4.9 If a Club is asked to submit a report in relation to any alleged violation of these Rules it may have a personal hearing, providing it notifies its intention of such within fourteen days of the date of notification from the Company, or the case will be dealt with in its absence.

4.10 The Board shall have the power to arrange representative matches at their discretion.

4.11 A match may be played each season between two clubs nominated by the Board. All matters concerning the match will be decided by the Board.

4.12 In the event of any issue concerning the membership of any Club with the Competition the Board may require a Bond to be paid by or on behalf of the Club on such terms and for such period as it may in its entire discretion think fit.

4.13 All Participants shall abide by the Football Association Regulations for Safeguarding Children as determined by the Association from time to time.

4.14 In the event of a Club being unsuccessful in any Appeal to The Football Association pursuant to clause 4.2 hereof and Appendix A hereto, then the Board may at its discretion order the unsuccessful applicant to indemnify the Company in relation to all costs (including but not limited to legal fees) incurred in relation to that Appeal.

5. INTERESTS IN MORE THAN ONE CLUB

Except with the prior written consent of the Board no person, company or business institution (including insolvency practitioners) may at any time be interested in more than one Club or in a Club and any other club playing in a Competition sanctioned by The FA. The definition of "interested" shall be the same as provided for by the Rules of the FA Challenge Cup Competition in force from time to time.

6. REGISTRATION OF PLAYERS

6.1 A Qualifying Player Registration

The Football Association's rules will apply in respect of all matters concerning players.

6.1.1 A Player is one who has signed a Registration Form supplied by the Competition (such signature to be witnessed by a second person) and where:-

- the form has been completed and signed by an Officer of the Club and
- has been approved and registered by the Competition and
- a registration number has been allotted.

A Player will only be eligible to play in a match organised by The National League if his registration form; transfer form, or loan transfer form, has been received by The National League not less than four hours before the scheduled kick-off of the match in which the player is required to play and found to be in order, and so registered. It is the responsibility of all Clubs to ensure any player signing a registration form has, where necessary, the required International Clearance Certificate and in the case of Contract Players, including those on loan, must have approval from The Football Association. Clubs are also responsible for all players being correctly registered before fielding any player. Failure to do so constitutes misconduct and the Club will be charged with fielding an ineligible player.

Registration forms will be made available to Clubs by The National League and charged in accordance with the fees tariff. The status of a player must be clearly stated on the Registration Form. The Registration Form must be received at the Competition Office within five days of having been signed by the Player. The registration of a Player will be valid from the date of registration to the end of that Playing Season only or, if in the case of a Contract or Loan Player whose contract or loan expires before the end of the Playing Season, for the term of the said contract or loan.

6.1.2 A Player may only play under his correct status. Any change of a Player's status during the currency of a registration must be notified to the Competition within five (5) days of the change of registration being affected.

In the event of a Player changing his status with the same Club either from Contract to Non-Contract or from Non-Contract to Contract then that Player must sign a new registration form and be re-registered. In default the Player re-registering will be ineligible to play in a match under the jurisdiction of the Competition and Rule 6.9 will be applied in such circumstances where a Club is found guilty of playing a Player who has changed status without re-registering.

A Player whose registration under Contract is cancelled by mutual consent and immediately re-registered by the same Club or a different Club on a non-contract basis shall not subsequently be registered as a Contract player with the Club for which his Contract was cancelled, within three months of the date of the cancellation except with the consent of the Board.

6.1.3 The Board shall have the power to make application to refuse or cancel the registration of any Player charged and found guilty of undesirable conduct subject to the right of Appeal to the FA or the relevant County Football Association. Undesirable conduct shall mean an incident of repeated conduct, which may deter a participant from being involved in this Competition. Application should be made to the parent County of the Club the Player is registered with.

(Note:- action under this clause shall not be taken against a Player for misconduct until the matter has been dealt with by the appropriate Association, and then only in cases of the Player bringing the Competition into disrepute and will in any case be subject to an Appeal to the Football Association. For the purposes of this Rule, bringing the Competition into disrepute can only be considered where the Player has received in excess of 112 days suspension, or 10 matches in match based discipline, in a period of two years or less from the date of the first offence.)

6.1.4 The Board shall also have the power to place an Embargo on the registration, transfer or loan transfer of Players by any Club deemed to be in breach of these Rules. Where a Club has been subject to an Embargo that is ongoing (if applied by the Competition or another) then the Embargo shall continue to apply until the Club can demonstrate to the satisfaction of the Board that the circumstances that resulted in the Embargo no longer apply.

6.2 Registration Period

6.2.1 In any Playing Season the Registration Period for that season for The National League, National League North and National League South Clubs shall be the period commencing at midnight on the last day of the immediately preceding Playing Season and ending at 5.00pm on the fourth Thursday in March next following.

After 5.00pm on the fourth Thursday in March each Playing Season new registrations, new loans, and transfer of registrations will be declined or will be approved subject to such limitations and restrictions as the Board may determine and, if so determined, the Player shall only be eligible to play in the matches for which permission is granted by the Board.

6.3 Player Status

The status of a player may be:-

- Contract Player - All contracts shall be in the full name of the Club. If the Club is a corporate body the contract must state the full name of the company and also include the company registration number.
- Non-Contract
- Work Experience
- Scholar
- Short Term Loan
- Long Term Loan
- Youth Loan

6.4 Registrations and Registration Procedures

6.4.1 A Player will only be eligible to play in a match organised by the Company under these Rules if the appropriate form(s) is (are) received by the Company (including by facsimile or electronically) at least four (4) hours before the scheduled kick-off time of such match. No Player whose registration, including Loan registrations, is received less than four (4) hours before the match organised by the Company in which he is required to play will be eligible. Any loan registration must also be approved by the Football Association before that Player can be considered eligible to play.

Where a registration form is sent to the Company by facsimile or electronically, e.g. email, the originating form must subsequently be received by the Company within five (5) days of the sending of the facsimile or electronic transmission. In default of this Rule the player shall not be eligible to play in the Competition unless and until a valid registration form is received. The form when received must contain the same information as that received by facsimile or email. It is an offence to falsify a competition form.

The registration of a Player by facsimile or electronic transmission is not automatically valid and it is the responsibility of the Club to ensure the player is NOT registered with any other Club. When the Player involved was previously registered with another Club it is necessary for that Club to complete the standard Competition transfer form or to have completed the standard Competition cancellation of registration form prior to or at the same as the registration to the new Club.

Any Club found to have been in breach of any part of Rule 6.4.1 will be deemed to have played an ineligible player and will be dealt with in accordance with Rule 6.9.

6.4.2 Each Club must have at least eleven (11) Players registered fourteen (14) days before the start of each Playing Season.

6.4.3 A registration form, when submitted to the Competition, must be accompanied by the financial details, i.e. the appropriate page of the contract for Players under written contract or the standard Competition form for Players not under written contract.

6.4.4 In the event of a Player signing registration forms for more than one Club, priority of registration shall decide for which Club he is entitled to play. The Club submitting the latter form shall be notified of the prior registration of the Player, and the circumstances under which the registration forms were signed shall be investigated by the Board. Any Player found to have signed registration forms for more than one Club, or any Club found to have knowingly induced a registered Player of another Club to sign a registration form, shall be dealt with by the Board in such a manner as it shall think fit.

6.4.5 Except when specific approval has been given by the Board a Club cannot sign or transfer more than one Player, contract or non-contract, from another Club at any one time unless a period of 14 days has elapsed between each signing.

6.4.6 If a non-contract Player also registers for a club not in membership of the Competition, his registration for the Competition may be retained by the Club.

6.4.7 A Club may register any number of Work Experience players but only two (2) may play in any one match, in accordance with FA Rules.

6.4.8 A Club may name up to a maximum of five (5) players on a Team Sheet who are either Short Term Loan, Long Term, Youth Loan or Work Experience.

6.4.9 The Company may, at its discretion, refuse any further registration of players, i.e. place under a registration embargo, any Club which has not completed payment of a transfer or loan arrangement made with another Club (or club) or arranged for the payment to be adequately secured. The Club (or club) which holds the Player's Contract will continue to pay the Player in accordance with his Contract.

6.5 Transfers

6.5.1 The transfer of a registration of a Player under written Contract from one Club to another must be in writing, on the Competition transfer form, signed by the Contract Player and the two Clubs, and the form must be forwarded to the Company for approval and registration. Such Contract Player does not become a bona-fide Player of the Club seeking his transfer until the form has been approved and registered by the Competition. The registration of a Contract Player whose Contract is cancelled by mutual consent shall be automatically cancelled upon receipt by the Competition of a copy of the relevant FA form.

Where a Club cancels the registration of a Player, Contract or Non-Contract, for any reason whatsoever, the Club must notify the Competition immediately, in writing or on the relevant Competition form. To be valid such notification must be signed by an authorised signatory of that Club.

6.5.2 The transfer of a registration of a Non-Contract Player from one Club to another must be in writing, on the Competition transfer form, signed by the Non-Contract Player and the two Clubs, and the form must be forwarded to the Company for approval and registration. Such Non-Contract Player does not become a bona-fide Player of the Club seeking his transfer until the form has been approved and registered by the Competition. A Non-Contract Player whose registration for a Club is cancelled or transferred for any reason whatsoever cannot, without the consent of the Board, return to his original Club until a minimum of fourteen (14) days has elapsed from the date of the cancellation or transfer.

6.5.3 A Club cannot register the transfer of a Contract Player or Non-Contract Player unless that Player has been registered with the transferor Club for at least 14 days, unless that Player is a goalkeeper.

6.6 Temporary Transfers (Loans)

6.6.1 Short Term Loans, Youth Loans and Long Term Loans of Contract players shall be allowed to or from Clubs in membership of:-

- The Premier League
- The Football League
- The National League
- The Isthmian Football League
- The Northern Premier League
- The Southern Football League
- Any other Leagues which have been authorised by the FA as shown in Appendix L

on such terms and conditions as shall be mutually agreed by the two clubs and the player. For Loan Transfers between Clubs in the same Competition the transfer must be completed on the National League System Temporary Transfer Form. For Loan Transfers between Clubs in different Competitions the transfer must be completed on FA Form H3 together with a registration form applicable for the Competition of the transferee club.

The player being taken on loan, including Youth Loan, must sign a Competition contract registration form which will be valid for the full period of the loan, including any extension to the loan period. The Competition's standard cancellation form must be used to prematurely end the temporary transfer period. The temporary registration for the borrowing Club will automatically be deemed to be cancelled upon maturity of the temporary transfer period.

Where a Short Term Loan, or Youth Loan expires, and is not renewed simultaneously, any subsequent Short Term Loan, or Youth Loan of that Player to the same Club will be subject to a minimum duration of 28 days.

No more than four (4) Players (Short Term, Long Term or Youth) may join one Club from another Club (or club) in any Playing Season. An additional Youth Loan Player may be added to this figure.

6.6.2 Short Term Loan Transfers – A Club can have up to a maximum of twelve (12) Short Term Loans during a Playing Season. The minimum period of a Short Term Loan transfer must be twenty-eight (28) days with a maximum of ninety-three (93) days in any one Playing Season.

The Competition shall not approve more than two (2) Short Term Loan transfers to or from any one Club, including Premier League and Football League Clubs, at any one time.

On completing the National League System Temporary Transfer Form or FA form H3, a Club must send the original to the FA, one copy to the Company, and a third copy to the secretary of the League with which the player is registered.

To extend the period of any Short Term Loan transfer a further National League System Temporary Transfer Form or FA form H3 must be completed and copies sent as directed above. If the Short Term Loan transfer is extended only the Club for whom the Player was originally registered will be allowed to cancel the agreement at any time within the extension period, i.e. after 28 days. In the case of a goalkeeper Clubs may mutually agree, if they so wish, to include a recall clause in the agreement to enable the Club for who the Player was originally registered to recall the Player at any time during the loan period. Players other than goalkeepers may not be recalled within the first month, i.e. 28 days, of any loan.

Any Short Term Loan transfer which may terminate after the last day for registrations may be extended for a further period provided the maximum period of 93 days is not exceeded.

Short Terms Loan Transfers which become permanent before their expiry date shall not count against a Club's quota of days or Players.

6.6.3 Long Term Loan Transfers – Clubs may have up to a maximum of six (6) Long Term Loan Transfers of any age during a Playing Season.

Long Term Loan Transfers shall be for a full Playing Season; or from any date prior to 31st August to any date between 1st and 31st January; or from any date between 1st and 31st January (the January transfer window) to the end of the Playing Season.

A Player on Long Term Loan may not be recalled, except for a goalkeeper or where the Player is to be transferred permanently by the Club (or club) holding his registered contract. A Player other than a goalkeeper so recalled cannot be permitted to play for the Club (or club) holding his registration after such recall until the end of the Playing Season. Players so recalled can only be replaced by a further Long Term Loan with permission from the Company. Long Term Loan Transfers will not count against the number of Short Term Loan Transfers.

To extend the period of any long term loan transfer a further National League System Temporary Transfer Form or FA form H3 must be completed and copies sent as directed above.

The Competition shall not approve more than two (2) Long Term Loan transfers to or from any one club, including Premier League and Football League Clubs, at any one time.

6.6.4 Youth Loan Transfers

Youth Loan Transfers apply to:-

- Scholars in their second or third (if that option is exercised) year of their Scholarship agreement, or
- Contract Players aged 20 or under on 1 July immediately preceding the Playing Season in question.

Where the Rules of the relevant League permit, unlimited Youth Loan Transfers shall be allowed to or from Clubs in membership of the National League (National Division only), the Premier League and the Football League. Players may also be sent on Youth Loan to Leagues at Steps 1 to 4 of the National League System.

At Steps 1 to 4 of the National League System, Youth Loans are permitted at any time during the Registration Period.

It shall be a condition of any Youth Loan involving a Scholar or a Contract Player to whom Football League Youth Rules apply that for the duration of the period of the Youth Loan the Player continues to fully comply with the programme of education in place for that Player.

A Player registered on a Youth Loan may, provided it is agreed between the two clubs and the Player, continue to train with and/or play for his loaning Club (or club) in any match other than matches played as part of the Premier League Competition, Football League Competition, Football League Cup, FA Cup or Football League Trophy (i.e. First Team matches.) Participation by the Player in First Team matches for the borrowing Club shall take precedence.

Any days on which the Player participates in a Reserve Team match and/or attends any training sessions for the loaning Club (or club) shall still count towards the period of the Youth Loan.

The minimum period of a Youth Loan shall be 28 days, thereafter a break clause may be included. Youth Loans cannot extend beyond the date of the Player's 21st birthday and/or the contract period with the parent club.]

6.7 Club List Of Players And Transfer List

Clubs shall furnish the Competition Secretary by 1st June with the following details:

6.7.1 a list of Contract Players whose agreements do not terminate at the end of the current season;

6.7.2 a list of contract Players in respect of whom the Club has exercised its option in accordance with Football Association Rule C1 (j);

6.7.3 a list of Contract Players in respect of whom the existing agreements do not include an option to renew but which the Club is desirous of offering further engagements, in accordance with Football Association Rule C1 (j);

6.7.4 a list of Contract Players in respect of whom the Club has exercised its option in accordance with Football Association Rule C1 (j) but whose registration the Club is prepared to transfer;

6.7.5 a list of Contract Players the Club has released;

6.7.6 a list of all Players whose registration the Club wishes to be cancelled;

Clubs shall also complete the standard Competition forms and return these by this date.

A Club relegated from the Football League Limited shall advise the Competition Secretary by 30th June the names of Players retained by that Club for the season, taking into consideration the contents of Football League Rule 53.

6.8 Substitute Players

A Club at its discretion may use three (3) substitute Players at any time in a match. Substitution can only be made when play is stopped for any reason and the Referee has given permission. When a Club is making a substitution it shall use a Board to show the number of the Player to be substituted and the number of the substitute Player.

A maximum of five (5) substitutes may be nominated and they must be included on the official Team Sheet handed to the Referee before the match in accordance with Rule 8.11.1. A substitute may not be used to replace a Player who has been suspended from the match by the Match Officials.

If a Player does not take part in the match for which he is a nominated substitute he shall be deemed as not having played for the Club in that match.

6.9 Playing an Ineligible Player

Any Club found to have played an ineligible Player in a match or matches shall, save for exceptional circumstances, have any points gained from that match or matches deducted from its record, up to a maximum of 12 points, and have levied upon it a fine. The Board may also order that such match or matches be replayed on such terms as are decided by the Board which may also levy penalty points against the Club in default.

The Company may vary this decision in respect of the points gained only in circumstances where the ineligibility is due to the failure to obtain an International Transfer Certificate or where the ineligibility is related to the Player's status.

6.10 Financial Arrangements

6.10.1 Subject to clauses 6.10.2 to 6.10.7 and to the Rules and Regulations of The FA, a Club may negotiate a financial arrangement with its Players.

6.10.2 All Players under a written contract must be registered with the Competition and The FA.

6.10.3 All payments and benefits due and/or made to the Player must be shown in the contract.

6.10.4 All payments made to Players must be made by the Club and fully recorded in the accounting records of the Club.

6.10.5 All salaried payments (whether to Contract or Non-Contract Players) must be subject to PAYE and National Insurance.

6.10.6 All salary payments due on written Contracts must be stated gross, before PAYE and National Insurance deductions.

6.10.7 Any Players paid expenses should be reimbursed via an expense claim form. The club should retain all expense records in a format acceptable to the HM Revenue and Customs.

7. CLUB COLOURS

7.1 On or before a date specified by the Company each year, every Club shall notify the Competition Secretary, in writing, of details of their first choice colours for outfield players and their goalkeeper (shirts, shorts and socks) and such details shall be printed in the Handbook published by the Company for the ensuing Playing Season. The colours registered by each Club shall be worn during the following season when playing at home. In the National League squad numbering and player's names must be used on all players' shirts. A player's squad number must be retained by the player throughout his tenure with the Club in any one season. Shirts must be numbered 1 to 20 such that the numbers can be clearly identified by officials and spectators. Striped, hooped or otherwise patterned shirts shall have numbers affixed to contrasting patches or numbers in a contrasting colour with bold outline. No changes to the first choice colours or combination of colours shall be permitted without the consent of the Board.

7.2 When playing away from home, clubs must play in colours (shirts, shorts and socks) which are clearly distinguishable from those of their opponents and the Match Officials, in particular the goalkeeper must play in kit clearly distinguishable from the colours of the shirts worn by all other Players in the match and the Match Officials. Neck and cuff rim colours on shirts are not regarded as basic colours for the purpose of this Rule. Subject to the foregoing a Club may, if it wishes, wear colours not registered with the Competition for away matches. It is the responsibility of the visiting Club to check that their colours will not clash. The goalkeeper may wear tracksuit trousers acceptable to the Match Referee.

7.3 No Club shall be permitted to register or play in shirts the colour of which is likely to cause confusion with the outfits worn by the Match Officials (i.e. black or dark blue).

7.4 The Players' shirts must be clearly numbered in accordance with the Team Sheet handed to the match referee before a match and there must be no change of numbers during the match except for a change of goalkeeper or if permitted by the match referee because of a blood injury.

7.5 The Captain shall wear a distinguishing armband provided by the Competition to indicate his status.

7.6 Both sleeves of the shirts of all Players in matches played under the jurisdiction of the Company shall carry a Competition logo as supplied by the Competition on an annual basis if so decided by the Board. When playing in other competitions the shirts of all Players must include the Competition logo. Shirt advertising must comply with FA Regulations.

7.7 The colours of clothing worn by ballboys/girls must not clash with the colours of either competing Club and the Match Officials.

8.PLAYING OF MATCHES.

8.1 The Board shall fix the date on which the Playing Season shall commence.

8.2 All matches shall be played under the Rules and Regulations of The FA and in accordance with the Laws of the Game as determined by the International Football Association Board.

8.3 Clubs taking the field of play – For all matches under the jurisdiction of the Competition, Clubs shall be required to enter the field of play together, preceded by the Match Officials, not less than 5 (five) minutes before the advertised time of kick-off.

8.3.1 All matches shall be of ninety minutes duration. The half time interval in all matches shall not exceed fifteen minutes. Any match which is not of ninety minutes duration may be ordered to stand as a completed match or replayed for the full period of ninety minutes or be awarded to the Club not at fault, as the Board may decide, on such terms as the Board shall decide.

8.3.2 In the event that a match is abandoned before half time the Club playing at home will issue a voucher to each spectator valid for free admission if the match is ordered to be replayed. In the event that the match is abandoned during or after the half time interval the Club playing at home is not obliged to issue such a voucher.

8.3.3 In the event that a match is abandoned for reasons over which neither Club has control the Club playing at home shall retain the gate receipts for such uncompleted match and the Board shall determine the terms upon which any replayed match shall be played.

8.3.4 In the event of a match being abandoned due to the conduct of one Club or its members or supporters the Board has the power to order that the match is not replayed and to award either one or three points to the Club not at fault. It cannot levy a financial penalty due to the conduct of a Club.

8.3.5 In the event of the match being abandoned due to the conduct of both Clubs or their members or supporters no financial penalty can be applied by the Board to either Club and the Board shall determine whether the original match stands as a completed match or is replayed and, if replayed, the terms upon which the match is to be replayed.

8.3.6 In the event of a match having to be postponed and one Club is found to be at fault then opponents for that match shall be compensated by the Club at fault. In the case of a visiting Club where it has undertaken all or part of its journey then travelling expenses and meal allowances may be claimed based on the total mileage involved in the whole journey. In exceptional circumstances, expenses for overnight accommodation up to a maximum of 18 persons may be claimed. In some instances compensation may also be claimed when neither of the Clubs is at fault. The Board will determine the amount of compensation payments to be made, if any.

All claims for compensation by either Club in the case of either an abandoned match or a postponed match must be received by the League Secretary within 14 days of the date of the match to which the claim relates.

8.4 In the event of the match being postponed, not completed or abandoned, the home Club must immediately telephone or facsimile the Competition results service, the Competition Secretary and, in the case of a match postponement, the Appointing Authority, the visiting Club and the Match Officials. When a postponement occurs in any FA or County Cup competition, the home Club, if two Clubs are playing the tie, or the Club if the match involves a team outside of the Competition, must also follow this procedure.

8.5 Each Club must take every precaution to keep its ground in good playing condition and amenities (including floodlights) in good working order and complying with the Criteria Document throughout the Playing Season.

8.6 Where a match has been postponed for any reason, the two Clubs concerned must agree within 7 days of the postponement a new date which shall, save in exceptional circumstances, be within 42 days of the original date and in default the Board is empowered to order Clubs to play on a date it considers suitable. The Competition Secretary shall determine the new date.

Any Club without just cause failing to fulfil an engagement to play a Competition match on the appointed date shall for each offence be liable to expulsion from the Competition and/or such other disciplinary action the Board may determine, including the deduction of up to a maximum of three points from the offending Club's record, any expenses incurred by their opponents, and a fine.

In the event of a Club being in breach of the previous paragraph of this Rule then the Board may award points to the Club not at fault as if the match had been played and the League table shall reflect the position as if the match had been played with the result awarded by the Board.

8.7 The postponement of matches due to ground conditions must be carried out in accordance with Rule 15.2.

8.8 All Clubs must have a facsimile machine, a mobile telephone and an email address operational at all times. These will be listed in the Competition Handbook unless a Club requests otherwise.

8.9 Each Club shall be prepared to kick-off at the scheduled time unless a satisfactory explanation is offered. Any Club commencing a Competition match with less than 11 Players may be subject to a fine. Each team participating in a match shall represent the full available strength of each competing Club.

8.10 When a Club obtains the consent of the Board to postpone a fixture because of an epidemic affecting the availability of their Players, that Club shall be liable to pay any direct expenses incurred, if any, to the opposing Club. The amount of claim will be at the discretion of the Board. Requests for the postponement of a match for any reason will not be considered more than forty-eight hours before the scheduled time of kick-off. Medical certificates for those Players affected, signed by the Players' own doctor, must be forwarded to the Competition Secretary contemporaneously with the request for the postponement, along with a full list of contract and Non-Contract Players currently registered by the Club at the date of the match which was postponed, giving full reasons against each name for the Player's unavailability.

8.11.1 Each Club must hand the Team Sheet containing name(s) of Players taking part in a match (including the name(s) and number(s) of the nominated substitute(s) to the Referee and a representative of their opponents in the presence of the Referee at least forty five minutes before the scheduled time of kick-off. The Players' numbers (in accordance with Rule 7) and the colours of the playing strip must be clearly stated. Any Clubs in breach may be fined.

8.11.2 Any Club altering its team selection or numbering after Team Sheets have been exchanged may be fined. A Player who is named on the Team Sheet may be replaced without fine if he is injured warming up after exchange of the Team Sheet. Any subsequent changes must be notified to the referee and to a representative of the opponents before the actual kick-off. The name of the Doctor or Medical Practitioner in attendance (in accordance with Rule 26) must be entered on the Team Sheet in the appropriate space provided.

8.12.1 The home Club shall advise the visiting Club and the Match Officials of the date and time of kick-off of each match and the team colours, including the colour of the goalkeeper's jersey, it will be wearing, to be received at least five days prior to the match and the visiting Club and the Match Officials must acknowledge receipt to be received at least three days before the match.

The visiting Club must include in its acknowledgement the team colours, including the colour of the goalkeeper's jersey, it will be wearing.

8.12.2 Where a match is re-arranged or cancelled after the officials have been appointed, it is the duty of the home Club to notify the officials of the cancellation of their appointments immediately. Clubs in default of this Rule may be subject to any action decided by the Board.

8.13 The standard kick-off times shall be as follows:

Saturday matches - 3.00 pm

Midweek matches - 7.45 pm

All agreed changes to time of kick-off to be notified to the Board immediately for confirmation.

Clubs with ground sharing agreements must arrange for home matches to be played on Friday, Saturday or Sunday. If a clash of fixtures occurs with the sharing Club and for any reason a match is unable to be played on a Saturday, the match must be played on either the day before ie on Friday, or the day after ie on Sunday. If Clubs are unable to agree on the date then it will be played on the Sunday unless the Board decides otherwise. The decision of the Board shall be final and binding.

Official bank holidays and Sundays - 3.00pm unless agreed otherwise by the two Clubs and the Board; application shall be made to the Competition Secretary by both Clubs at least 21 days before the relevant date.

All Competition midweek fixtures will be scheduled for Tuesday Evenings, 7.45pm Kick-Off.

To re-schedule a midweek fixture for an evening other than a Tuesday will require written agreement of both Clubs and the Competition Secretary.

The Competition Secretary reserves the right to amend scheduled fixtures and kick-off times to meet television requirements as necessary. Notification will be provided by the Competition Secretary in writing to both Clubs for fixtures so rescheduled.

8.14 All matches shall be played on the home and away principle and the Board shall determine how the fixtures shall be arranged.

Saturday fixtures in the Competition shall take precedence over all other competitions in which a Club may engage with the exception of:

- The FA Challenge Cup/Welsh Cup
- The FA Challenge Trophy Competition

Scheduled Saturday fixtures in the Competition must not be re-arranged without permission of the Competition Secretary. Clubs may be ordered to re-arrange outstanding matches, at the discretion of the Board, and where necessary their prospective opponents instructed accordingly. Clubs with open dates on Saturdays may be instructed to play any outstanding Competition fixture on such date. A minimum of 6 days' notice will be given in respect of any such re-arrangement.

Midweek fixtures in the Competition shall not take precedence over fixtures in the Nominated Cup Competition of the Affiliated Association to which it was first affiliated except for the National League Division.

8.15 A Club may not enter its first team in any outside competition, other than those listed in Rule 8.14, without the prior permission of the Board. The Competition Secretary must be informed of all fixtures, postponements and results of all matches played in any other competition.

8.16 The Board shall determine the policy of the Competition for the issuing of match day passes.

8.17 The Board may change any Competition fixtures during the season to suit the overall interests of the Competition and shall have the power to decide whether a ground is suitable for Competition matches and to order a Club whose ground is deemed unsuitable to play its home matches at an alternative suitable ground.

8.18 Three (3) weeks' notice is required from Clubs wishing to re-arrange a Saturday match to Friday evening or Sunday. A request made in less than this period of time will only be considered by the Board in exceptional circumstances and granted at their sole discretion.

8.19 All Competition matches shall be arranged as soon as practicable. The copyright in all lists of arrangements of such fixtures shall be vested in the Company.

8.20 The home Club shall be responsible for notifying the Competition immediately following the conclusion of each home Competition match the result of that match together with the attendance, the times of all goals scored in the match and the scorer of each goal. In any FA or AFFILIATED ASSOCIATION Competition the home Club if two Clubs are playing the tie, or the Club if the match involves a team outside of the Competition, must also follow this procedure.

8.21 The home Club is responsible for publishing a full match programme acceptable to the Board for each of its Competition matches. A Team Sheet will not be considered sufficient to comply with this Rule.

The visiting Club must send in writing to the home Club details of the proposed team they plan to field together with their Club history and up-to-date pen pictures of their current Players registered with the Competition for the season and the latest team photograph at least five days before the scheduled date of the match between the two Clubs.

The home Club programme must include the details sent by the visiting Club in the match day programme. Clubs will be responsible for all comments in their match day programme in respect of the Competition, the Company or other member Clubs, notwithstanding any disclaimers to the contrary. No part of a Club's programme issued for a match in any competition shall, in the opinion of the Board, bring the Competition or the Company into disrepute.

All Clubs will be responsible for their official website or similar computer related information system, which is within the public domain. Nothing shall be included on the website which in the opinion of the Board brings the Competition or the Company into disrepute. Any breach of any part of this rule shall result in a fine as prescribed in the fines tariff where appropriate, or such penalty as the Board may decide from time to time.

8.22.1 In all Competition Matches, the number of Clubs Players and officials seated on the team benches, in the designated technical area, must not exceed 11 unless the team bench facility provides more than 11 individual seats.

8.22.2 Only one person at a time has the authority to convey tactical instructions to the Players during the match from within the technical area.

8.22.3 All team officials and substitutes seated on the bench shall be listed on the official Team Sheet when it is submitted to the Match Officials. Only those persons listed on the official Team Sheet shall be permitted in the technical area.

8.22.4 The occupants of the technical area must behave in a responsible manner at all times. Misconduct by occupants of this area will be reported by the Referee to The FA, who shall have the power to impose sanctions as deemed fit.

8.22.5 With the exception of the team manager, the team coach and any substitutes who are warming up or warming down, all other personnel are to remain seated on the trainer's bench. The team manager or team coach is allowed to move to the edge of the technical area to issue instructions to his team.

8.22.6 All occupants of the technical area must wear the corporate bench kit supplied to each Member Club. Failure to wear the bench kit will result in a fine. The only exception would be the Team manager who will be allowed to wear suits and overcoats not displaying any sponsorship logos.

8.23 Match Videos - A National Division Home Club in all League and League Cup Matches played under the jurisdiction of The Competition shall film the game in its entirety with an uninterrupted view and provide to the visiting Club, the Match Referee (or Assessor), a DVD recording of the match as soon as reasonably practicable following the end of the Match, but in any event on the day of the Match. The Away Club shall not be permitted to duplicate any footage of such DVD for financial gain without first obtaining the written permission of the providing Club and the Competition.

8.24 In the event of any Club being required to play an FA Cup or FA Trophy match within 48 hours of a scheduled Competition fixture it shall have the right to apply in writing as soon as practically possible (but in any event no later than 48 hours after becoming aware of the relevant Cup fixture) to have its Competition fixture postponed with or without the consent of its opponent. At the same time as it makes the application a copy shall be sent to its opponent who shall raise any objection within a further 24 hours of notification. Thereafter the Competition shall decide in its absolute discretion as soon as reasonably possible as to whether or not the application is approved.

9. REGISTERED INTERMEDIARIES

9.1 An Intermediary cannot have an involvement in any Club in an official capacity (as defined by the Board) nor may he hold office with the Competition.

9.2 All Clubs must comply with The FA Regulations concerning Intermediaries.

10. FINANCIAL RECORDS

10.1 All Clubs shall keep their accounting records for recording the fact and nature of all receipts and payments so as to disclose with reasonable accuracy, at any time, the financial position including the assets and liabilities of the Club.

10.2 The home Club shall retain all gate receipts. Where a match is declared all ticket the Visiting Club shall be entitled to 10% of the total number of tickets available or a minimum of 600, whichever is the greater, subject to any stipulation by the relevant safety authority affecting these figures.

Clubs must ensure that all gate receipts are fully and properly recorded and accounted for in the accounting records of the club.

Clubs should have a system in operation for home games that enables them to accurately report on the following;

- A record of all tickets sold in advance
- A reconciliation of cash received by category of entrant through each turnstile
- The number of entrants through each turnstile
- A schedule of the numbers admitted to parts of the stadium that do not pass through a turnstile
- A list of complimentary tickets authorised

10.3 Sale of tickets for away supporters - Clubs are required to sell tickets for their away matches if required to do so by the Home Club and Home Clubs are required to supply tickets for their home matches to the Away Club for sale by the Away Club to its supporters if so requested by the Away Club. These tickets are to be made available on a sale or return basis and must be ordered by the Away Club at least five weeks before the Competition match to which they relate. The Home Club must deliver those tickets to the Away Club at the latest four weeks before the Competition match to which they relate. Where any match is arranged at shorter notice the above steps shall be taken as soon as is reasonably practicable. Visiting supporters should also have the same opportunity to take advantage of pre-booking discounts that apply to home supporters.

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

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

Unless otherwise agreed between the Clubs unsold tickets must be returned, and received by the Home Club, no later than 48 hours prior to the date of the match. Payments for tickets sold by an Away Club must be made to the Home Club within five working days of the date of the match taking place. Any Club making late payment shall:-

- Pay interest to the Home Club at the rate of 5 (five) per cent per annum over Barclays Bank base rate in force from time to time calculated on a daily basis, on the outstanding sum from the due date to the actual date of payment to the Home Club, and
- Forfeit its entitlement to the 5 (five) per cent commission detailed above.

10.4 For Competition league matches only, the travelling expenses of match officials shall be pooled, each Club rendering on the match report details of all payments made. The Company shall, at the conclusion of the season, divide the total cost of officials in each division by the total number of Clubs in that division and where the total payment made by the Club is less than the equal share of the pool, the Club shall pay the difference within 14 days of the date of posting of the written notification to the Club.

Where the sum paid by the Club is more than the equal share of the pool, the Club will be reimbursed from the pool of monies received from all the other Clubs.

10.5 In the event of a transfer of a player where a consideration is agreed, the consideration can only be paid between the two clubs (the transferor and transferee clubs).

The full name of each contracting club should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both clubs.

10.6 Any Club temporarily transferring a player's registration to another club should invoice the receiving club in accordance with the terms of the loan agreement. The player concerned should remain on the payroll of the Club holding his permanent registration for the period of the loan.

10.7 All loans extended to a Club must be documented in full in the accounting records of the Club. Documentation supporting each loan must be retained and should include the following information:-

- The value of the loan.
- The length of the loan.
- The interest rate charged, and whether this is fixed or variable.
- Repayment terms.
- The full names of the individual or corporate body extending the loan.
- The terms in the event of a default on the loan.
- The document should be signed by two directors, Officers or Executive Committee Members who are independent of the party extending the loan.

10.8 Within nine months of its accounting reference date, each Club shall submit to the Company a copy of its full financial statements as presented to its members/shareholders with confirmation that the accounts have been approved at a duly convened general meeting.

11. FOOTBALL CREDITORS

Where a Club defaults in making any payments to any Football Creditor, the Club shall be subject to such penalty as the Board may decide, including, but not limited to, an Embargo; a points deduction; a Bond; a suspension; or any combination thereof.

12. RESULT/REPORT FORMS

Each Club shall enter information from the match result form by the method instructed by the Competition and shall submit the fully completed copy of the appropriate match result forms by first class post, or facsimile, or email to the Appointing Authority and the Competition within 3 days of the match. When a Club considers that the Referee has discharged his duties incompetently and awards a mark of 60 or less, a detailed report must be sent to the Appointing Authority within three days of the match by the method instructed by the Appointing Authority. Clubs in default of any provision of the Rule will be subject to a fine for each offence.

13. CHAMPION, RELEGATION

13.1 Three points will be awarded for a win at home or away and one point for a drawn match at home or away.

13.2 At the end of the Playing Season of each competition a table will be compiled showing the playing record of each Club in each division of the Competition. The playing record of each Club must include any points deduction made by the Competition or by the FA and in any situation where points per game are calculated the calculation will be made after taking into account the deduction of any such points.

The position of each Club in the table so compiled shall be determined in order with the Club being awarded the highest number of points being first and the Club being awarded the second highest number of points being placed second and so on. In the event of two or more clubs being awarded the same number of points the highest placed Club shall be decided as follows:

13.2.1 Goal difference – The goals scored against by each Club shall be deducted from the goals scored by that Club and the largest positive and smallest negative difference shall be placed the highest.

13.2.2 In the event of the goal difference being equal the highest placed Club shall be the Club which has scored the most goals;

13.2.3 In the event that two or more Clubs have the same goal difference and have scored the same number of goals then the highest placed Club shall be the Club which has won the most matches.

13.2.4 In the event of the two Clubs still being equal the Club which has the better playing record against the other Club in their head to head Competition matches during the Season will be the highest placed Club.

13.2.5 If the records of two or more Clubs are still equal and it is necessary for any reason to determine the position of each then the Clubs concerned shall play off a deciding match or matches on a neutral ground or grounds with the net gate money after deducting the usual matches expenses being divided equally between the two completing Clubs.

13.3 Promotion, relegation and lateral movement of Clubs shall be in accordance with the principles established by the Leagues Committee of The FA.

13.4 Not applicable.

13.5 If no Clubs are eligible or wish promotion, the number of Clubs to be relegated will be reduced.

13.6 In the event of a Club, not being placed in a relegation position at the end of the season, wishing to resign from the Competition at the end of the season, or having been removed from membership under the Articles the number of Clubs to be relegated shall be reduced accordingly.

13.7 In the event of a Club opting to be relegated or being removed from membership under the Articles such Club or Clubs will replace the Club or Clubs otherwise due for relegation in accordance with Regulation 5.4 in the Regulations for the Establishment and Operation of the National League System.

13.8 If any Club ceases to operate between the annual general meeting of the Company and the commencement of the following Playing Season, no adjustments to the number of Clubs participating in the Competition will be made. The remaining Clubs will participate in the Competition for that season.

13.9 A Club which for any reason ceases to operate at any time during the Playing Season may have its playing record expunged, and any monies due to them from the Company shall be forfeited. From the date of the withdrawal no further payment shall become due to them. From the date of the withdrawal, that Club shall cease to be a member of the Company.

14. INSOLVENCY PROVISIONS

14.A.SPORTING SANCTIONS

14.A.1 If an Insolvency Event shall occur in relation to any Club that Club shall be deducted 10 (ten) points. In the event of the Insolvency Event occurring during a Playing Season then the deduction shall be made forthwith unless the Club shall already be relegated in which case the provisions of 14.A.2.3 shall apply.

14.A.2 Where a Club takes or suffers an Insolvency Event:-

14.A.2.1 during the Playing Season but prior to 5:00 p.m. on the fourth Thursday in March, the points deduction shall apply immediately;

14.A.2.2 during the Playing Season but after 5:00 p.m. on the fourth Thursday in March then Rule 14.3 shall apply; and

14.A.2.3 outside the Playing Season, the points deduction shall apply in respect of the following Playing Season such that the Club starts that Playing Season on minus 10 points (including a Club or Clubs Relegated from the Football League, where such Club shall be subject to Rule 14 of the Football League Rules or where it has been necessary under the National League System Regulations for a Club or Clubs to be moved from one league to another and such Club would have been subject to Rule 14.

14.A.3 Where the circumstances set out in Rule 14.2.2 apply and at the end of that Playing Season, having regard to the number of Competition points awarded (ignoring any potential deduction):-

(a) the Club would be relegated in accordance with The National League Rules, the points deduction will apply in the next following Season; or

(b) the Club would not be relegated as aforesaid, the points deduction will apply in that Playing Season and The National League Rules will then apply (if appropriate) following the imposition of the points deduction.

(c) If any club relegated to the Competition from The Football League (in accordance with the regulations of The Football League) whilst it was a member of The Football League, took or suffered any such action as set out in Regulation 12.3.1 of the Regulations of The Football League whilst it was a member of The League and the circumstances set out in Regulations 12.3.2(c) or 12.3.3(a) apply, then that club, upon being accepted as a

member of the Competition shall suffer a deduction of 10 points, such points deduction to apply in respect of the following Playing Season such that the Club starts that Season in the Competition on minus 10 points.

14.A.4 For the purposes of this Rule 14

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

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

14.A.5 For the avoidance of doubt, where a Club is subject to more than one Insolvency Event (for example Administration followed by a Company Voluntary Arrangement), the Club shall only be deducted one set of 10 points, such deduction to apply with effect from the first Insolvency Event.

14.A.6 The Competition shall serve the Club with written notice of the points deduction (the 'Notice').

14.A.7 A Club may appeal against such a points deduction. Any such appeal will be conducted in accordance with the Regulations for Football Association Appeals, save that the following paragraphs of those Regulations will not apply – 1.2, 1.4, 1.5, 3.3 and 3.5. In place of those Regulations, the following Rules 14.A.8 to 14.A.12 will apply.

14.A.8 The Notice of Appeal shall be lodged with the FA within 7 days of the date of the Notice.

14.A.9 A Club may appeal against an automatic deduction of points solely on the ground that the insolvency proceedings arose solely as a result of a Force Majeure event (the 'Appeal'). For the purposes of this Rule 14, a 'Force Majeure' event shall be an event that, having regard to all of the circumstances, is reasonably considered to have been unforeseeable and unavoidable.

14.A.10 The Appeal Board shall have the power to:-

14.A.10.1 Confirm the deduction of ten points; or

14.A.10.2 Set aside the deduction of ten points and substitute a deduction of such lower number of points as it shall deem appropriate; or

14.A.10.3 Order that there shall be no sanction at all.

14.A.11 The decision of the Appeal Board shall be final and binding. Any costs incurred by any party in appeal proceedings brought before the Appeal Board shall be met by the Club in any event and shall be considered as a sum due to the Company.

14.A.12 Any sanctions imposed pursuant to these provisions shall not be taken into account in respect of any other sanctions, penalties or fines that may be imposed by the Competition in respect of any breaches of its Rules, Regulations or Articles of Association by the Club.

14.B. GENERAL INSOLVENCY

14.B.1 In the event of a Club entering an Insolvency Event between the end of the AGM and start of the AGM immediately following thereafter ('the next AGM') then it shall automatically be relegated by one Step at the next AGM, unless one of the following requirements has been met, namely:

- (i) Prior to the next AGM it has Paid in Full all its creditors (including but not limited to Football Creditors); or
- (ii) Prior to the next AGM it has Paid in Full its Football Creditors and entered a compliant CVA.

For the purposes of this Rule, a CVA shall be considered compliant if it provides for the following:

- That all Creditors will be paid in Full;
- The first payment under the terms of the CVA shall be made within 28 days of the approval of the CVA and shall constitute a minimum of 10% of the total sum payable;
- The balance shall be paid in equal amounts over the remaining period of the CVA;
- The period of the CVA shall not extend beyond three years from the date of approval.

Notwithstanding the above, in the event of a Club being subject to an Insolvency Event at the date of the AGM, then the Club may be subject to such sanction as the Board may determine, (including expulsion from membership of the Competition) unless the Board is satisfied that by no later than 5pm on 31 July (or, if the 31 July falls on a weekend, 5pm on the immediately preceding Business Day) that the Club (or any new entity to which its membership is subsequently transferred under 2.9.2 above) is in a financial position to complete all of its fixtures for the immediate following Playing Season.

This sanction shall apply in addition to any Club being relegated pursuant to its playing record in the same period namely that in the event of the Club having already been relegated by one Step it shall be relegated two Steps.

This provision is subject to Rule 2.9.1 in respect of Clubs which have transferred their membership pursuant to an Insolvency Event and in that case where there is any conflict between any provision of Clause 14 and Rule 2.9.1 then this Clause 14 shall prevail.

14.B.2 A Club shall not be eligible for promotion or to compete in the Play Offs at the end of a Playing Season if at 5pm on the date on which the last scheduled League fixture is due to be played that Club:

(i) has entered an Insolvency Event between the date of the AGM and 5pm on the date on which the last scheduled League fixture is played and has not Paid in Full all its creditors to which the Insolvency Event applies (including but not limited to Football Creditors) or Paid in Full all its Football Creditors and entered a CVA to have Paid in Full all other creditors over an agreed period not extending more than three years following the date of approval of the CVA: or

(ii) has not complied with the terms of a CVA by which it is bound or is to seek to extend the period of the CVA.

14.B.3 The sanctions contained herein shall be in addition to and not in substitution for any other sanctions contained within the Rules and, in particular, the sanctions set out in rule 14.A. For the avoidance of doubt, where a Club is subject to more than one connected Insolvency Event, for example Administration followed by a Company Voluntary Arrangement, any sanction applied to it in accordance with Rule 14.B.1 shall be applied in one Playing Season only except as provided for in Rule 14.B.1

COMPLIANCE WITH/EXTENSION OF CVA'S

14.B.4 Any Club must inform the Competition in writing (and provide supporting evidence) within seven (7) days of the Club:

(i) making a payment under the terms of a CVA and provide evidence of that payment;

(ii) becoming aware of any failure to comply with the terms of any CVA entered into by it (including the failure to make a payment by the due date);

(iii) making an application to extend or vary the terms of the CVA entered into by it and provide a copy of the application,

(iv) completing all its obligations under an Insolvency Event and receiving confirmation of such from the relevant Insolvency Practitioner, or

(v) becoming aware of any consent by creditors to compromise the whole or part of the debt admitted into the CVA.

14.B.5

Following the approval of a CVA, if creditors subsequently consent to compromise the whole or part of the debt admitted to the CVA or if any Club makes a successful application to vary the terms of its CVA so that the CVA is not compliant as provided for in Rule 14.B.1 then that Club shall be automatically relegated by one Step at the end of the Playing Season in which the event takes place. If the Club has already been relegated due to its position in the final table of the Division in which it is competing then it shall be relegated two Steps.

14.B.6 In the event of any Club

(i) Failing to comply with the terms of any CVA entered into it (whether securing Payment in Full of all of its creditors or not) including the failure to make a payment by the due date; and/or

(ii) Breaching any of the provisions of Rule 14.B.4 or failing to notify the Competition of any consent by creditors to compromise the whole or part of the debt admitted thereby rendering the CVA as non-compliant as required in Rule 14.B.1.

Then the Board shall have the power to impose such sanction as it deems appropriate, including, but without limitation to expulsion of that Club, the relegation of that Club, the deduction of points and an Embargo.

14.B.7 Where a Club has transferred its membership under Rule 2.9.2 the provisions of Rule 14.B in relation to a CVA shall be applied to the former entity that was subject to the Insolvency Event and/or the new entity

Clubs Relegated from the Football League

14.B.8 In the event of any Club entering the Competition from the Football League whilst subject to any Insolvency Event, then that Club shall be eligible for membership of the Competition and the provisions of Clause 14.B.1 will not apply to it at the AGM at which it is first elected into membership but will apply in all seasons after its first season of membership of the Competition.

14.B.9 In the case of a Club or Clubs relegated from a league in the National League System (excluding Step 7) or subject to lateral movement under the National League System Regulations, Rule 14.B.1 shall apply from the date of the AGM of the League of which the Club or Clubs were a member in the immediately preceding Playing Season where the AGM of the Company is later.

15.MATCH OFFICIALS

15.1 Match Officials for all Competition matches shall be appointed by the Appointing Authority.

15.2 No Club shall postpone a Competition match on account of the apparent state of the ground. In the event that such circumstances prevail, Clubs should comply with procedures provided for in the document published by

The FA "Recommended procedure for the guidance of Clubs and Referees in determining the suitability of grounds in adverse weather conditions". Should the ground be declared unfit it is the responsibility of the home Club to immediately advise the Competition, the Appointing Authority, the visiting Club and the Match Officials.

15.3 In the event of any of the Match Officials appointed for a match not being in attendance at the match or becoming unable to complete the match it shall be completed under the control of the remaining Match Officials unless the competing Clubs are able to agree upon a substitute who is acceptable to the Match Referee; should the appointed Match Referee fail to appear then the senior Assistant Referee must take charge. Any substitute agreed for a match shall be considered a Match Official for the purposes of that match.

In the event that a Club causes a match to be abandoned in relation to the operation of this Rule then that Club shall be charged with failing to fulfil a fixture (Rule 8.6 refers).

15.4 Match Officials should be present at the appointment at least ninety (90) minutes prior to the scheduled time of kick-off. The appointed Referee may be required to visit the ground earlier if requested to do so by the home Club.

15.5 In cases where it is found necessary to stop play owing to the weather or other cause, the Referee must wait a reasonable length of time before deciding on abandonment.

15.6 Referees must report on the relevant form all cases where teams commence a match late or without eleven Players on the field of play. Referees must also report their own or any assistant referees' late arrival in any matches, and notify those concerned at the time of their intention. Assistant referees must also send an explanation of their late arrival to the Appointing Authority in writing by the method instructed by the Appointing Authority within 3 days of the match.

15.7 The home Club will be responsible for paying the Match Officials the fees and match expenses set by the Appointing Authority on the day of the match in their dressing room, within a reasonable time after the conclusion of the match (including matches abandoned for any reason). In the case of a postponed match, whether or not gate money is taken, any Match Official who has travelled to the match will be entitled to claim travelling expenses and half their match fee from the home Club. Where provided by the home Club, each Match Official must complete and submit a claim form for expenses.

15.8 The home Club shall be responsible for providing Assistant Referees with distinctive flags of a suitable size in an acceptable condition.

15.9 Three match balls proposed to be used in the match and, if applicable, supplied by the Company under a ball sponsorship agreement must be submitted to and approved by the Referee before the commencement of the match in his/her dressing room.

It is the responsibility of the Club playing at home in each match played under the jurisdiction of the Competition to provide match balls in accordance with any match ball agreement signed by the Company.

15.10 The home Club shall supply to the visiting Club a minimum of three practice balls for use prior to the start of the match. The balls provided must be in good condition and, if applicable, as supplied by the Competition under a ball sponsorship agreement.

15.11 Referees must report all breaches of Rule to the Competition Secretary in writing within three days of the match on the appropriate form by first class post or electronically.

16. WITHDRAWAL OF CLUBS

A Club must notify the Company not later than 31st March each year of its intention to withdraw from the Competition at the end of that Playing Season. Failure to do so will make a Club liable to a fine.

This Rule shall not operate so as to preclude promotion, relegation or lateral movement of any Club to another competition in accordance with Rule 13.

17. PROTESTS, APPEALS

17.1 All protests, claims or complaints relating to these Rules and appeals arising from a Player's contract shall be heard and determined by the Board, or a sub-committee duly appointed by the Board. The Clubs or Players protesting, appealing, claiming or complaining must send two copies of such protest, appeal, claim or complaint and deposit a fee which shall be forfeited in the event of the protest, appeal, claim or complaint not being upheld, and the party not succeeding may, in addition, be ordered to pay the costs at the direction of the Board.

17.2 All such protests claims complaints and appeals must be received in writing by the Competition Secretary within fourteen days of the event or decision causing any of these to be submitted.

17.3 The Board shall also have power to compel any party to the protest to pay such expenses as the Board shall direct.

17.4 Any appeal against a decision of the Board must be lodged with The FA within fourteen days of the posting of the written notification of the decision causing the appeal, accompanied by a fee which may be forfeited in the event of the appeal not being upheld. A copy of the appeal must also be sent to the Competition Secretary.

All appeals to The FA must be lodged in accordance with the appeals procedure detailed in the Appendix to these Rules or that in force at any one time.

17.5 A Club, on giving fourteen days' notice to a Player to terminate his Player's contract, must state in the notice his right of appeal to the Board and also the address of the Competition Secretary to whom he must appeal. The notice must advise the Player of the necessity of forwarding two copies of his appeal with the deposit fee specified in the Fees Tariff, to the Competition Secretary within seven days of the receipt of the notice from the Club. A copy of such notice must be received by the Competition Secretary within seven days of the sending of the notice in order to be valid.

17.6 A Player on giving fourteen days' notice to his Club to terminate his Player's contract must also notify the Company and The FA of the reasons for the termination of the agreement. . A copy of such notice must be received by the Competition Secretary within seven days of the sending of the notice in order to be valid.

17.7 If the recipient of a notice referred to in Rules 17.5 and 17.6 above wishes to do so, he may appeal against the relevant notice within seven days of the date of sending of the notice in writing in duplicate to the Competition Secretary with an appeal fee.

17.8 The Club or the Player as the case may be shall have further right of appeal as set out in Rule 17.4 above.

17.9. An appeal by a contract Player against a fine or suspension imposed by his Club under Football Association Rule C1m must be made within seven days to the Competition Secretary.

17.10 If so requested the Board may arbitrate on any disputes, protests, appeals, claims or complaints between two member Clubs in which event both Clubs shall send a non-returnable fee. Such arbitration shall be final and binding upon the parties to the arbitration.

18. MISCONDUCT OF CLUBS, OFFICERS, PLAYERS

(a) Undertakings to be given by Club Employees

All Clubs must incorporate in any contracts of employment with their employees, including Player, an undertaking on the part of the employee not to bring The Competition or any Club into disrepute and an undertaking on the part of the employee not knowingly to do anything or omit to do anything which will cause the Club to be in breach of the Laws of the Game, the Rules of The Football Association or the Rules of The National League.

Without prejudice to the generality of this rule, all Clubs must ensure they, and where appropriate any Officers of the Club, comply with the obligations of The Football Association's Owners' and Directors' Test.

(b) Misconduct in pre-arranging the result of matches.

Any Club, Official or Player offering or receiving a payment or any form of inducement to or from any Club or the Official or Player of any Club; or any Club, Official or Player receiving or seeking to receive any payment or other form of inducement from any other person or organisation to win, lose, or draw a Match under the jurisdiction of the National League or in which the Club participates by reason of membership of the National League shall be deemed guilty of misconduct.

(c) Any person charged and found guilty of bringing the Competition into disrepute and any Club, Officer or Member charged and found guilty of misconduct as defined by the Board or of inducing or attempting to induce a player of another Club to join his own Club shall be liable to such penalty as the Board shall deem appropriate.

19. TROPHY

The Company shall present to the Winners and Runners Up of all divisions in the Competition twenty-five (25) souvenirs, i.e twenty (20) for the Players, one (1) for the secretary, team manager and three (3) for assistant and coaching staff. Additional souvenirs cannot be presented except by consent of the Board, and then at the expense of the requesting Club.

In addition, a Competition championship trophy and runners-up trophy will be presented as and when the Board determine.

The Clubs concerned will also receive a permanent souvenir.

The trophies are the property of the Company and may never be won outright.

The recipient Club shall be responsible for engraving their details on the trophy before returning same.

The following agreement shall be signed on behalf of the winners of the trophies:

"We, A.B. the of Football Club, C.D. and E.F members of and representing the said Club, having been declared winners of the [] Trophy and the same having been delivered to us by the said Competition, do hereby on behalf of the said Club, jointly and severally agree to return the same to the Competition Secretary, on or before 1st March next in good order and condition, suitably inscribed, in accordance with the Rules of the Competition and if the said Trophy is lost or damaged whilst under our care, we agree to refund to the Competition the amount of its current value or the cost of its thorough repair."

Any Club not returning the Competition trophy by the due date, returning them in poor condition or without being engraved will be fined .

20. ALTERATIONS TO RULES

No alteration to the Rules shall be made until they have been approved by The FA. Alterations to Rules shall be approved at a general meeting of the Company in accordance with article 26 of the Articles of Association of the Company.

Proposals for alterations to Rules, together with the name of their proposers and seconders, shall be received by the Company Secretary not later than 31st January prior to the date fixed for the annual general meeting of the Company in each year or not later than eight weeks before the holding of an extraordinary general meeting called for the purpose of amending the Rules.

21. ADMISSION CHARGES

The minimum charge for admission to all matches shall be determined from time to time by the Board.

Admission charges, excluding home Club concessions as appropriate, must be the same for home and visiting supporters at Competition matches.

Clubs may, with the written permission of the Board, have a maximum of three Competition Match days each Playing Season during which they can vary admission charges for adults including allowing free admission.

22. LONG SERVICE

22.1 The Board shall be empowered to grant a long service award for 21 years' service with a member Club, providing such an award has not already been made by any other competition.

22.2 Clubs may enter into agreement with Players after five years continuous service providing for a testimonial. Players shall be qualified for a second testimonial after a further five years continuous service. If a Player is eligible for and entitled to a testimonial, his Club may grant him a monetary consideration, sanctioned by the Board of Directors, in lieu of such testimonial.

23. CENTENARY AWARDS

A Club celebrating its centenary whilst in membership of the Competition shall be presented with a commemorative award by the Board.

24. PLAYING SURFACES

24.1 The Pitch

With effect from the commencement of Season 2016/17 Competition Matches may be played on:

- (a) Grass Pitch; or
- (b) Football Turf Pitch in Steps 1 to 6

24.2 Ground Maintenance

The Club is to be responsible for the maintenance of the Pitch and for the general maintenance of the ground. The Club must ensure that adequate arrangements are in place to maintain its Pitch in good order, as required under these Rules.

24.3 Pitch Standards

All Pitches must be flat and free from surface depressions and excessive undulations. The maximum slopes allowable shall not exceed an even gradient of vertical to horizontal 1:41 in any direction.

The Competition may require a Club to take such steps as the Board shall specify if not satisfied that an adequate standard of the Pitch is being maintained, including but not limited to the Board commissioning an independent report (including a Pitch Test) on the state of the Pitch, the cost of such independent report to be borne by the Club concerned.

24.4 Where a Club proposes to install a Football Turf Pitch (or replace an existing Football Turf Pitch) the following shall apply:

For matches played under the auspices of The National League at Step 1 & 2 of the National League System:-

- (a) the Club shall disclose to the Competition, as soon as reasonably practicable but in any event not later than 7 days following the Club's final match of the Playing Season preceding the scheduled commencement of installation, full details of the proposed contractor installing the Football Turf Pitch and the timescales for installation. The proposed Football Turf Pitch must have a design and specification that is capable of attaining the FIFA Recommended Two Star Certificate following installation;
- (b) no installation works shall commence until such time as the Competition has approved the proposed installation and the timetable thereof. Installation may only take place outside the Playing Season;
- (c) installation must be scheduled to be completed in sufficient time to enable the completion of a Pitch Test and for confirmation of the results thereof to be supplied to the Competition no later than 14 days prior to the commencement of the following Playing Season;
- (d) the Club shall procure that:
 - (i) a Pitch Test is carried out on the newly installed Football Turf Pitch; and
 - (ii) the FIFA accredited field test institute provides the Competition with a copy of their official reports to FIFA immediately following completion of the Pitch Test; and
- (e) the Club shall provide a copy of the FIFA Recommended Two Star Certificate within 7 days of receipt to the Competition.

For matches played at Step 3 and below of the National League System:-

- (f) the Club shall disclose to the Competition, as soon as reasonably practicable full details of the proposed contractor installing the Football Turf Pitch and the timescales for installation. The proposed Football Turf Pitch must have a design and specification that is capable of attaining the FIFA Recommended One Star Certificate / IATS (International Artificial Turf Standard) or Two Star Certificate following installation;
- (g) no installation works shall commence until such time as the Competition has approved the proposed installation and the timetable thereof;
- (h) the Club shall procure that:
 - (i) a Pitch Test is carried out on the newly installed Football Turf Pitch; and
 - (ii) the FIFA accredited field test institute provides the Competition with a copy of their official reports to FIFA immediately following completion of the Pitch Test; and
- (i) the Club shall provide a copy of the FIFA Recommended One Star / IATS or Two Star Certificate within 7 days of receipt to the Competition in which it is in membership.

24.5 As from season 2016/2017 only Clubs with FIFA Recommended Two Star certified Football Turf Pitches will be eligible to take part in matches under the auspices of The National League at Step 1 & 2 of the National League System SAVE THAT a Club which has a ground with the recommended FIFA One Star / IATS Certificate installed by 31 July 2016 can be promoted to Step Two of the National League System providing that it undertakes that upon renewal of the Pitch the Club will install a Pitch with a FIFA Recommended Two Star Certificate or be relegated to the appropriate Step.

24.6 Without prejudice to the obligations set out in Paragraph 24.3 above, Clubs that have a Football Turf Pitch shall:-

- (a) take such steps and/or refrain from such actions as are necessary to ensure that the Football Turf Pitch continues to meet the requirements for a FIFA Recommended One / IATS or Two Star Certificate (as applicable) at all times during each Playing Season including, without limitation, complying with all requirements of the FIFA Quality Standard;
- (b) where required to undertake Pitch Tests:
 - (i) procure that the FIFA accredited field test institute undertaking any Pitch Test provides to The Competition a copy of their official reports to FIFA immediately following completion of the Pitch Test;
 - (ii) provide a copy of the FIFA Recommended One / IATS or Two Star Certificate by 31st May prior to the commencement of each Playing Season (as applicable); and
- (c) co-operate with all reasonable requests made by the Competition, the Association or FIFA for the performance of the Football Turf Pitch to be measured.

24.7 Where the Board is aware, by whatever reason, a Football Turf Pitch fails to meet the requirements of the FIFA Recommended One / IATS or Two Star Certificate, including following any Pitch Test, the Club shall forthwith, at its cost, take such steps as the Board shall specify to ensure the Football Turf Pitch is restored to the requirements of the FIFA Recommended One / IATS or Two Star Certificate (as applicable).

24.8 The Competition shall have the right to order the postponement of a match where the Football Turf Pitch fails to meet the requirements of the FIFA Recommended One / IATS or Two Star Certificate (as applicable).

24.9 Where a Club has a Football Turf Pitch, any visiting Club is allowed to train, at no cost to that Club, on the Football Turf Pitch on the day before the relevant match or at a mutually agreed time. The length of this training session may not exceed one hour, unless agreed otherwise with the home Club. The visiting Club must notify the home Club of its intention to exercise this right no later than 2 weeks prior to the scheduled match (or within 48 hours of the arrangement of the fixture, if later).

24.10 A breach of any of the requirements of Rule 24 which results in the postponement or abandonment of a match shall be dealt with in accordance with Rule 8.6.

24.11 Pitch Protection

In order to protect any Pitch, unless otherwise mutually agreed between both participating Clubs, the following procedures shall be adopted by Players and Officials in the periods immediately before and after a Match and at half time:

- (a) the Pitch shall only be used for warming up or warming down by Players named on the Team Sheet;
- (b) pre-match warming up by either team shall not commence until 45 minutes before the kick-off time at the earliest, shall not last for more than 30 minutes, and shall end no later than 10 minutes before the kick-off time;
- (c) if portable goals are provided they shall be used for all goalkeeping drills other than crossing practice;
- (d) the goalmouth area shall be used by goalkeepers only if portable goals are not provided or for crossing practice and then only for not more than 20 minutes;
- (e) for the purposes of warming up and warming down each team shall use only part of the Pitch between the edge of a penalty area and the half way line or as otherwise directed by the groundsmen;
- (f) all speed and stamina work shall be undertaken off the Pitch parallel to the touchline opposite the side to be patrolled by the assistant referee or, in the absence of sufficient space, in that part of the Pitch described in paragraph (e) above or as otherwise directed by the groundsmen;
- (g) Players using the Pitch at half time as aforesaid shall give due consideration to any other activity or entertainment taking place on the Pitch at the same time;

(h) the Home Club may water the Pitch at half time provided it gives reasonable notice to the referee and the other Club that it intends to do so and that any such watering is carried out evenly over the entire length and width of the Pitch; and

(i) any warming down after the conclusion of the Match shall last for no longer than 15 minutes and for that purpose neither penalty area shall be used

24.12

Promotion and Relegation to and from The National League

As a pre-condition of entry into The National League (Step 1) any Club proposing to enter with a Football Turf Pitch must by no later than 31st May in its proposed year of entry provide the Competition with an irrevocable undertaking that in the event of it gaining promotion to The Football League at any time that it will comply in full with the applicable criteria, policies and regulations of The Football League in relation to the playing surface and together with such undertaking will provide credible and acceptable evidence as to how it would do so. In the event of the undertaking being breached at the relevant time and as a result the Club not being eligible to be admitted as a member of The Football League then the Club shall not retain its place in The National League and instead shall automatically be relegated to National League North or South and may have levied upon it a fine as determined by the Board in its sole discretion. Such Club shall not be accepted into membership of The National League (Step 1) until such time as it installs a Grass Pitch so that it complies in full with the playing surface regulation of The Football League. This provision shall cease to apply in the event of The Football League accepting clubs with a Football Turf Pitch.

25. INSURANCE

25.1 PLAYERS

All Clubs shall be members of a Players personal accident insurance scheme. The policy cover shall be at least equal to the minimum recommended cover determined from time to time by The Football Association.

25.2 PUBLIC LIABILITY

All Clubs must have Public Liability cover of at least ten million pounds (£10,000,000).

Each Club shall submit to the Board a copy of the insurance policy document together with the last premium payment receipt fourteen days prior to the start of the Playing Season.

26. MEDICAL PERSONNEL

(a) National League National - The home Club must have a qualified medical practitioner in attendance throughout the match. The HOME doctor to visit both the home and away teams' dressing rooms before leaving the ground. The name of the doctor present at the match must be entered on the team sheet. Failure by any Club to meet this requirement may result in a fine being imposed at the discretion of the Board.

(b) All Clubs - Each team should either have a Therapist who is Chartered, or be a registered member of the Health Professions Council, or be a Certified Therapist who has passed The Football Association's Diploma Course, or an equivalent qualification, in the Treatment and Management of Injuries Course, in attendance throughout matches, to attend to injured players on the field of play and in the dressing room(s). Away Clubs should be accompanied by a Therapist as stated above, for the same purpose.

(c) Medical Records for Contract Players.

Clubs shall ensure their medical practitioner or physiotherapist or equivalent keeps detailed up-to-date medical records for all Contract Players in the form and in accordance with the requirements and guidelines published by the Football Association from time to time.

When a Player's registration is about to be transferred the Transferor Club must make such records available to the medical practitioner or physiotherapist of the Transferee Club. This procedure shall also apply to all Players whose registrations are temporarily transferred under the provisions for Long, Short and Youth Loans.

(d) Crowd Doctors.

Where necessary, any Doctors employed as Crowd Doctors must have successfully undertaken:-

- the 2 day FA Course in Immediate Medical Care or pre-Hospital Care;
- the Diploma in Immediate Medical Care: or
- an equivalent.

27. PLAYER TRANSFERS BETWEEN CLUBS

When Players are transferred (Contract, Non-Contract, Scholars or loan on temporary transfer) between member Clubs (or between member Clubs and clubs) it is the responsibility of each Club to ensure that the Competition receives copies of all relevant documents pertaining to the transfer including full details of any payment schedules agreed in writing or otherwise between the two Clubs. Should a Club fail to meet the payment schedules lodged with the Competition on receipt of notification an embargo on further Players registrations will be placed upon the defaulting Club together with a 1% levy per day on the outstanding payments as detailed in the Transfer Agreement.

28. PROVISION FOR MEMBERSHIP FORM TO BE SIGNED BY EACH CLUB EACH PLAYING SEASON

29. PROVISION FOR FULL & ASSOCIATE MEMBERS

30. PROMOTION AGREEMENTS

31. GENERAL MEETINGS

32. MANAGEMENT COMMITTEE

33. COMPETITION OFFICERS

34. Each Club shall at all times comply with all reasonable requests by the Competition to ensure due compliance by the Competition with its commercial agreements and shall not enter into any new agreements with any direct competitor to the Competition's title sponsor or any third party with whom the Competition has entered into a commercial agreement.

35. Each Club shall be obliged to utilise any match boards provided by the Competition's sponsor and further shall be obliged to procure that any bench kit provided by a sponsor shall be worn during competitive and first team matches. In the event of any Club having an existing agreement with a competitor to the Competition's sponsor in respect of match boards and bench kit, they should be entitled to honour that agreement but shall not renew the same.

36. Each Club shall permit photography, filming and audio and web broadcasting at their home ground to enable the Competition to comply with the terms of any Commercial Contract (as defined in the Articles), which may be entered into by the Company and will provide all necessary facilities as may reasonably be requested by the Competition or any broadcaster as may be nominated by the Competition.

37. FUNDING

Any distribution of any income received by the Company from any source whatsoever shall be entirely at the discretion of the Board. The amount of central funding available for distribution will be agreed by the Board from time to time and will be distributed to Clubs, subject to the Board's discretionary rights above, in the ratio of 70% of the total agreed fund to Clubs in the National Division and 30% to Clubs in the North and South Divisions. The Board's discretion not to distribute central funding to a Club or Clubs will extend to, but may not be limited to, Clubs subject to a winding-up petition and/or an Insolvency Event. Payment of central funding withheld under this rule will not be distributed retrospectively.

38. The Company shall be entitled either directly or through its duly appointed agents to inspect the books, accounts and financial records of any Club and that Club shall make available to the Company all information as may be required from time to time in that respect.

38. CLUB FINANCE RECORDS

(a) The Company shall be entitled either directly or through its duly appointed agents to inspect any Member Club books, accounts and financial records and the Club shall make available to the Company all information as may be required from time to time in that respect.

(b) Current HMRC debt.

With effect from 1 July 2011 any Club which has not, within twenty-eight (28) days of the relevant due date, paid to HMRC the amounts due to be paid to HMRC to discharge:-

- the Club's full liability for VAT, and PAYE & NIC due in respect of any and all employees or former employees of the Club for the immediately preceding payment period;
- the Club's full liability for VAT, PAYE & NIC which becomes due as a result of an assessment issued by HMRC, with the exception of amounts formally disputed until such time determination is made on HMRC's claim, and/or
- defaults on the terms of any 'time to pay' agreement,

shall report the default event to the Competition prior to the month end following the month in which the debt falls due.

39. CENTRAL FUNDING

39.1 The Competition has the right not to make any Payments from central funding to Clubs who are subject to an Insolvency Event.

39.2 Clubs shall irrevocably waive their right to receive monies and also waive their right to receive such monies when at any time funds are due from them to Football Creditors within or without The Competition and further irrevocably authorise and appoint the Competition as their attorney to pay any monies which would otherwise be due to their Football Creditors to such Football Creditors on their behalf if deemed appropriate by the Board.

39.3 Members of the Competition hereby irrevocably authorise the Board that in the event of each or any of them taking steps which would comprise an Insolvency Event to withhold any payment that might otherwise be due and permanently waive their right to receive the same subject only to the Board's discretionary right to pay such monies to their Football Creditors as referred to in 39.2 above or 39.4 below.

39.4 Whether there is any withholding pursuant to Rule 39.1 or not the member further irrevocably appoints the Company as its attorney to pay and discharge out of any monies that would otherwise be due to it pursuant to its membership of the Company and/or the Competition any sums that may be due to other members of the Company or any other Football Creditor as defined within the Rules of the Competition.

39.5 In the event of any such payments being made as set out in Rule 39.2 and 39.4 the Board shall be obliged to advise the relevant members in writing of the payments it has made on its behalf within 28 days of such payments.

40. FINANCIAL REPORTING INITIATIVE

A club shall comply with the provisions of Appendix D, 'Financial Reporting Initiative' as shall be enforced from time to time as determined by the Board and approved by the Football Association.

The following appendices are incorporated within the membership rules and should be read in conjunction with the aforementioned rules. The rules and appendices were approved and passed by the clubs at the Annual General Meeting in Newport on 11 June 2016.

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APPENDIX A

REGULATIONS FOR FOOTBALL ASSOCIATION APPEALS

COMMENCEMENT OF APPEAL

1.1 An appeal shall be commenced by lodging a notice of appeal (“the Notice of Appeal”) with The Association.

1.2 The Notice of Appeal shall be lodged within 14 days of the date of notification of the decision appealed against. In the case of an appeal from a decision of a Regulatory Commission, the date of notification of the decision shall be the date of the written decision or, if applicable, the date of the written reasons for the decision. In relation to any other decision, the relevant date shall be the date on which it was first announced.

1.3 The Notice of Appeal must: (1) identify the specific decision(s) being appealed; (2) set out the ground(s) of appeal and the reasons why it would be substantially unfair not to alter the original decision; (3) set out a statement of the facts upon which the appeal is based; (4) be accompanied by any deposit prescribed by the relevant Rules of The Association or Regulations. Where an appeal is lodged by fax, the deposit must be received not later than the third day following the day of dispatch of the fax (including both the day of dispatch and receipt); (5) where appropriate, apply for leave to present new evidence under 2.6 below.

1.4 The grounds of appeal, available to Participants and The Association, shall be that the body whose decision is appealed against: (1) misinterpreted or failed to comply with the rules or regulations relevant to its decision; and/or (2) came to a decision to which no reasonable such body could have come;

1.5 (1) Only where a decision made by a league is being appealed, within 7 days of the lodging of the Notice of Appeal, the league (the Respondent) may submit in writing an application for the Appeal Board to require a bond to be lodged by the Appellant before the appeal may progress.

(2) Whilst such a bond application is being processed in accordance with this regulation, no Response to the Notice of Appeal will be due from the Respondent in accordance with regulation 2.4.

(3) Any bond application must be copied to the Appellant, and –

- i. State the grounds for the application; and
- ii. State the amount applied for.

(4) The Appellant may provide a response to the bond application within 7 days of its submission.

(5) Whether or not the Appellant has provided any response to it, the Appeal Board shall consider the bond application as soon as practicable after the seventh day following its submission. The Appeal Board may, in its discretion, consider the bond application on papers alone, or require the parties to attend a personal hearing. Any such personal hearing shall be conducted according to such timings and procedure as the Appeal Board may determine at its discretion.

(6) Notwithstanding the terms of 3.5 below, only following a bond application by the Respondent submitted pursuant to this regulation, the Appeal Board may order the Appellant to lodge a bond with The Association on such date and in such amount as it considers appropriate, where it is satisfied that –

- i. The Respondent will incur legal costs [in excess of XX] in responding to the Notice of Appeal; and
- ii. There is a real risk that the Appellant will not pursue the Appeal to a final determination by the Appeal Board.

The Appeal Board’s decision in this respect shall be final and binding with no further right of appeal.

(7) Where an Appeal Board orders a bond to be lodged with The Association, the Appeal may not proceed until the bond is duly lodged. In any such appeal, notwithstanding the terms of 2.4 below, the Respondent shall serve its response to the Notice of Appeal within 14 days from the date that the bond is lodged with The Association.

(8) Where an Appeal Board decides not to order a bond to be lodged with The Association, notwithstanding the terms of 2.4 below, the Respondent shall serve its response to the Notice of Appeal within 14 days from the date of the Appeal Board’s decision.

(9) Any bond lodged with The Association pursuant to (6) above will be held by The Association until the final determination of the appeal by an Appeal Board. Following such final determination, the bond shall in all cases be returned to the Appellant in full.

(10) Notwithstanding the terms of 3.5 below, in any case where a bond has been lodged with The Association, and the appeal is not pursued by the Appellant to a final determination by the Appeal Board, the Appeal Board shall have a discretion to order the forfeiture of any part or all of the bond, such amount to be paid in full to the Respondent to cover any costs it has so far incurred in responding to the appeal.

1.6 Once an appeal has been commenced, it shall not be withdrawn except by leave of the Appeal Board, with such order for costs, or such order in respect of any bond lodged pursuant to 1.5 above, as the Appeal Board may consider appropriate.

2 Appeal Proceedings

2.1 An Appeal Board shall proceed as set out below.

2.2 Reference to a party or parties means: (1) the appellant (the “Appellant”); and (2) The Association in the case

of an appeal against a decision of the Regulatory Commission, or the Affiliated Association or Competition whose decision is appealed against (the "Respondent").

2.3 The Respondent shall nominate an individual or individuals to represent it before the Appeal Board.

2.4 The Respondent shall serve a written reply to the Notice of Appeal (the "Reply") on an Appellant and the Appeal Board within 21 days of the lodging of the Notice of Appeal. Where appropriate, the Reply must include any application for leave to present new evidence under 2.6 below.

2.5 The parties shall be entitled to make oral submissions to the Appeal Board but an appeal shall be by way of a review on documents only, without oral evidence, except where the Appeal Board gives leave to present new evidence under 2.6 below.

2.6 The Appeal Board shall hear new evidence only where it has given leave that it may be presented. An application for leave to present new evidence must be made in the Notice of Appeal or the Reply, setting out the nature and the relevance of the new evidence, and why it was not presented at the original hearing. Save in exceptional circumstances, the Appeal A deposit of £100 is required for appeals against decisions of FA Regulatory Commissions of The Association and £50 for appeals against decisions of Disciplinary Commissions of Affiliated Associations. The Appeal Board shall not grant leave to present new evidence unless satisfied with the reason given as to why it was not, or could not have been, presented at the original hearing and that such evidence is relevant. The Appeal Board's decision shall be final.

2.7 The chairman of an Appeal Board may upon the application of a party or otherwise, give any instructions considered necessary for the proper conduct of the proceedings, including but not limited to (1) extending or abridging any time limit; (2) amending or dispensing with any procedural steps set out in these Regulations; (3) instructing that a transcript be made of the proceedings; (4) ordering parties to attend a preliminary hearing; (5) ordering a party to provide written submissions. The decision of the chairman of the Appeal Board shall be final.

2.8 The Appeal Board may adjourn a hearing for such period and upon such terms (including an order as to costs) as it considers appropriate.

2.9 The Appellant shall prepare a set of documents which shall be provided to the Appeal Board and Respondent at least seven days before the hearing and which shall comprise the following (or their equivalent): (1) the Charge; (2) the Answer; (3) any documents or other evidence referred to at the original hearing relevant to the appeal; (4) any transcript of the original hearing; (5) the notification of decision appealed against and where they have been given the reasons for the decision; (6) any new evidence; (7) The Notice of Appeal; (8) The Reply. Where the Regulatory Commission or other body appealed against has not stated the reasons for its decision, either (i) the Appellant shall request written reasons from that body which shall be provided to the Appeal Board; or (ii) the Appeal Board shall require that a member of the body that made the decision shall attend (in which case, questions may be put by the Appeal Board at a hearing to satisfy itself as to the reasons for the decision. Cross-examination by the Appellant or Respondent shall not be permitted. Representations may be made by the parties to the Appeal Board who may then put questions to the member of the body that made the decision).

2.10 Appeal hearings shall be conducted how, when and where the Appeal Board considers appropriate. Reasonable notice shall be given by the Appeal Board of the date, time and venue of the appeal. Where an application to present new evidence has been made, the party making the application shall address the Appeal Board in support of the application and the other party may respond; the Appeal Board shall then determine whether or not it will receive the new evidence. The following procedures shall be followed at an appeal hearing unless the Appeal Board thinks it appropriate to amend them: (1) The Appellant to address the Appeal Board, summarising its case; (2) Any new evidence to be presented by the Appellant; (3) The Respondent to address the Appeal Board, summarising its case; (4) Any new evidence to be presented by the Respondent; (5) Each party to be able to put questions to any witness giving new evidence; (6) The Appeal Board may put questions to the parties and any witness giving new evidence at any stage; (7) The Respondent to make closing submissions; (8) The Appellant to make closing submissions.

2.11 The Appeal Board shall proceed in the absence of any party, unless it is satisfied that there are reasonable grounds for the failure of the party to attend, and shall do so in such manner as it considers appropriate.

2.12 The Appeal Board may, in the event of a party failing to comply with an order, requirement or instruction of the Appeal Board, take any action it considers appropriate, including an award of costs against the offending party. Appeal Board Decisions

3.1 A decision, order, requirement or instruction of the Appeal Board shall (save where to be made under the Rules of The Association by the chairman of the Appeal Board alone) be determined by a majority. Each member of the Appeal Board shall have one vote, save that the chairman shall have a second and casting vote in the event of deadlock.

3.2 A decision of the Appeal Board shall be final and binding and there shall be no right of further challenge.

3.3 The Appeal Board shall have power to: (1) allow or dismiss the appeal; (2) exercise any power which the

body against whose decision the appeal was made could have exercised, whether the effect is to increase or decrease any penalty, award, order or sanction originally imposed; (3) remit the matter for re-hearing; (4) order that any deposit be forfeited or returned as it considers appropriate; (5) make such further or other order as it considers appropriate, generally or for the purpose of giving effect to its decision. Costs

3.4 Any costs incurred in bringing, or responding to, an appeal shall be borne by the party incurring the costs. Any costs incurred in relation to the Appeal Board, including travel, accommodation and room hire, may be ordered by the Appeal Board to be paid by either party. Announcement of Decision

3.5 The Appeal Board shall announce its decision to the parties as soon as practicable in such a manner as it considers appropriate; and unless it directs otherwise, its decision shall come into effect immediately Written Decision

3.6 As soon as practicable after the hearing, the Appeal Board shall publish a written statement of its decision, which shall state: (1) the names of the parties, the decision(s) appealed against and the grounds of appeal; (2) whether or not the appeal is allowed; and (3) the order(s) of the Appeal Board. The written statement shall be signed and dated by the chairman of the Appeal Board and be the conclusive record of the decision.

3.7 The Appeal Board shall, upon the request of the Appellant or the Respondent (such request to be received at The Association within five days of the date of the announcement of the decision), give written reasons for the decision.

APPENDIX B

THE NATIONAL LEAGUE PLAY-OFFS & PROMOTION FINAL SEASON 2016/2017

COMPETITION RULES

1. At the end of the season, the clubs who finish in 2nd, 3rd, 4th, & 5th and whose registered home ground has been inspected on or before 1st March in the season and meets the Criteria for Admission to Membership of the Football League Grading requirements in force that season and the Criteria for Admission to Full Membership of the Football Conference Limited shall be eligible to enter the end of season National League Play-Offs and Promotion Final competition and in accordance with The National League Rule 13.

2. Play-Off Semi-Final matches shall be played over two legs on a Home and Away basis with a single leg Promotion Final at a neutral ground selected by The National League Board of Directors. This rule may be varied prior to the season at a formerly constituted AGM/EGM, or Special Meeting of all clubs, but must not be varied following commencement of the season.

3. In the Play-Off Semi-Finals, the two teams who finish Second and Third respectively in the National League at the end of the Playing Season, will play away from home in the First Leg, 5th v 2nd, 4th v 3rd with the Second Legs being reversed to 2nd v 5th & 3rd v 4th. (based on the qualifying requirements in item 1 above). If for any reason the clubs in second or third place are unable to stage the second leg ties at Home on the dates required the tie will automatically be reversed. Any club not able to fulfil a fixture (first or second leg tie) on the scheduled date may be subject to exclusion from the Play-Offs.

Should teams in first, second, third, fourth, or fifth place not meet the Criteria of The Football League by 1st March in the season or the Criteria of the Full Membership of the Football Conference Limited they will be excluded from participating in any Play-Off matches. In the event of any club(s) not able to meet the criteria Play-Offs may be replaced by a club in the next qualifying position, should the club being excluded being based on a reduced position at the end of the playing season by a points sanction, which places their final position below 5th place and the draw for the matches will be made on the basis of final qualifying positions. In the Promotion Final Tie the highest placed club in the playing season will be at home in a single leg tie except where a neutral ground is agreed in accordance with these regulations.

4. In the Play-Off Semi-Finals, in the event of the aggregate scores being level at the end of 90 minutes play in the second leg, extra time will be played in two equal periods of 15 minutes. The team which has scored the most goals will be declared the winner at the end of the two periods of extra time. If the tie is still undecided after extra time the winners will be determined by the taking of Kicks from the Penalty Mark in accordance with the International Board Decision in the Laws of the Game (i.e. 5 kicks per team taken alternatively followed by sudden death).

5. In the Promotion Final Tie of a single leg (in the case of two legged ties this means the second leg aggregate scores over the two legs), in the event of the score is level at the end of 90 minutes play, 30 minutes extra time will be played in two equal periods of 15 minutes at the end of the two equal periods of extra time the team scoring the most goals will be declared the winner. If the tie is still undecided, the scores still being level, after both period of extra time the winners will be determined by the taking of Kicks from the Penalty Mark in accordance with the International Board Decision contained in the Laws of the Game. (i.e. 5 kicks per team taken alternatively followed by sudden death).

6. The Club declared winners of the Promotion Final will be eligible for promotion to the Football League from the National League and will be replaced in the National League by the club who finish in 23rd place in League Two of the Football League. Membership of the Football League will require the club eligible for promotion to meet the Criteria of Membership of the Football League and can only be included in the Play-Offs and Promotional Final if they have achieved the required standards on or by 1st March in the current season and in accordance with The National League Rule 13.

FINANCIAL RULES

1. Financial Rules relating to both Semi-Final and Promotion Final Tie matches:

1.1 In all Play-Off Semi-Final Ties the HOME CLUB will retain all income from the attendance and its own commercial sales. The VISITING CLUB will be responsible for all its own costs for the AWAY TIE.

1.2 Income from television broadcasting or any corporate commercial agreements made on behalf of the Company for a match shall not form part of the proceeds of any Semi-Final Ties or The Promotion Final Tie. The Board of Directors shall determine facility fees payable to clubs, if applicable.

2. Financial Rules relating to Semi-Final matches:

2.1 Clubs may not reduce their normal National League Admission charges in any Semi-Final Play-Off matches.

2.2 The HOME CLUB shall provide within 14 days of the Semi-Final Tie a detailed account of all income and expenditure for its home match on the appropriate form provided by The National League.

2.3 A maximum of 50 complimentary tickets may be issued. Any tickets in excess of this number may be charged for at the appropriate rate.

2.4 The Visiting Club shall have the right to claim 10% or a minimum of 600 tickets for the match depending upon which is the greater.

a) Unless otherwise mutually agreed in writing, all tickets shall be on a sale or return basis.

b) A Visiting Club shall be entitled to its full allocation of 24 seats in the Directors Box in Play-Off Semi-Final Ties.

2.5 Payments for tickets sold by a Visiting Club together with details of tickets sold and the return of unsold tickets must be made to the Home Club two days prior to the date of the match.

2.6 Each Club will be required to make available the contracted services and facilities at its Home ground as specified in The National League's Corporate and Commercial partners and contracts. The National League Office will in respect of full commercial and marketing arrangements for Play-Offs provide details to each home and visiting club.

3. Financial Rules relating to the Promotion Final Tie:

3.1 In the Promotion Final Tie where clubs sell match tickets on behalf of National League the proceeds of ticket sales shall be paid to The National League on a daily basis directly in to the Football Conference Limited, designated Bank Account.

3.2 The proceeds of the matches after paying there out the travelling and/or hotel expenses of the competing clubs, the ground and other expenses of the match including Value Added Tax, hire of stadium, advertising, printing, postage, police charges, turnstile operators, stewards, contribution to first aid helpers, catering. Match entertainment, travelling and/or hotel expenses of The National League Boards of Directors and Officers, Match Officials, Ball Boys shall hereafter be referred to as "The Net Gate Receipts before Levy". The Board of Directors shall set a Levy prior to the commencement of the season. The agreed levy shall form part of the Net Gate Receipts before the Levy shall be payable in accordance with Appendix "B" in the The National League handbook. The balance of the net proceeds after deductions shall be divided between the two clubs in the Promotion Final Tie at a rate set by the Board of Directors prior to the commencement of the season.

3.3 Income derived from programme sales and perimeter advertising after paying thereout all attributable costs shall be included in the Net Gate Receipts before the Levy unless these items are corporately sold by The National League in which case the income will be allocated by the Board of Directors.

3.4 Income from television, broadcasting, media, and other corporate contracts for the Play-Off Semi-Finals and Promotion Final Ties shall not form part of the proceeds of the match. The Board of Directors shall determine facility fees payable in the Play-Off Semi-Finals and Promotion Final Ties, where applicable and the allocation of all income from all corporate activities.

3.5 The Board of Directors will have the sole discretion of allocating the levy and income from all corporate sources for the Play-Off Semi-Finals and from all sources for the Promotion Final. The allocation of central income will be distributed to Full Member Clubs at the earliest opportunity following full receipt and audit of all income related to the Promotion Final.

APPENDIX C

THE NATIONAL LEAGUE NORTH & SOUTH PLAY-OFFS & PROMOTION FINAL SEASON 2016/2017

COMPETITION RULES

1 At the end of the season, the clubs who finish in 2nd, 3rd, 4th, & 5th and whose registered home ground has been inspected on or before 1 April in the season and meets the Grading requirements in force that season and the Entry Criteria for Admission to Full Membership of the Football Conference Limited shall be eligible to enter the end of season National League North & South Play-Offs and Promotion Final competition and in accordance The National League Rule 13.

2 Play-Off Semi-Final matches shall be played on a Two Leg basis, First Legs to be 5th v 2nd, 4th v 3rd Second Legs to be 2nd v 5th, 3rd v 4th (or lowest Placed Club(s) the end of the Playing Season to be at home in the First Legs should they have replace a club(s) who do not qualify for play-offs). A Single Leg Promotion Final at a neutral ground selected by The National League Board of Directors. This rule may be varied prior to the season at a formerly constituted AGM/EGM, or Special Meeting of all clubs, but must not be varied following commencement of the season.

3 In the Play-Off Semi-Finals, the two teams who finish Second and Third respectively in National League North and National League South at the end of the Playing Season will be away in the First Leg against the Fifth and Fourth placed clubs respectively with the Second Legs being reversed. If for any reason the clubs in second or third place are unable to stage the tie at its Home Ground on the date(s) required the tie will automatically be reversed. Any club not able to fulfil a fixture on the scheduled date may be subject to exclusion from the Play-Offs.

4 If any clubs in 2nd to 5th does not meet the Criteria for Play-Offs they may be replaced by a club(s) in the next qualifying position. Club(s) being excluded for whatever reason may be replaced at the end of the playing season by the next eligible club(s) below 5th place and the draw for the matches will be made on the basis of final Qualifying positions. Clubs below 7th place at the end of the playing season will not be considered to replace any excluded club(s) and the draw will be made on those remaining qualified no lower than 7th place. The Promotion Final Tie will be staged at a neutral ground agreed in accordance with these regulations by the Board of Directors

5 In the Play-Off Semi-Finals, in the event of the aggregate scores being level at the end of 90 minutes play, extra time will be played in two equal periods of 15 minutes. The team which has scored the most goals will be declared the winner at the end of the two periods of extra time. If the tie is still undecided after extra time the winners will be determined by the taking of Kicks from the Penalty Mark in accordance with the International Board Decision in the Laws of the Game (i.e. 5 kicks per team taken alternatively followed by sudden death).

6 In the Promotion Final Tie, in the event of the score is level at the end of 90 minutes play, 30 minutes extra time will be played in two equal periods of 15 minutes at the end of the two equal periods of extra time the team scoring the most goals will be declared the winner. If the tie is still undecided, the scores still being level, after both period of extra time the winners will be determined by the taking of Kicks from the Penalty Mark in accordance with the International Board Decision contained in the Laws of the Game. (i.e. 5 kicks per team taken alternatively followed by sudden death)

7 The Club declared winners of the Promotion Final will be eligible for promotion to Full Membership of the National League can only be included in the Play-Offs and Promotional Final if they have achieved the required standards on or by 1 April in the current season and in accordance with The National League Rule 13.

FINANCIAL RULES

8 Financial Rules relating to both Semi-Final, and Promotion Final Tie matches:

9 In all Play-Off Semi-Final Ties the HOME CLUB will retain all income from the attendance and its own commercial sales. The VISITING CLUB will be responsible for all its own costs for the AWAY TIE.

10 All income from television broadcasting or any corporate commercial agreements made on behalf of the Company for a match shall not form part of the proceeds of any Semi-Final Ties or The Promotion Final Tie. The Board of Directors shall determine facility fees payable to clubs, if applicable.

11 Financial Rules relating to Semi-Final matches:

Clubs may not reduce their normal National League Admission charges in any Semi-Final Play-Off matches. The HOME CLUB shall provide within 14 days of the Semi-Final Tie a detailed account of all income and expenditure for its home match on the appropriate form provided by The National League.

A maximum of 30 complimentary tickets may be issued. Any tickets in excess of this number may be charged for at the appropriate rate.

The Visiting Club shall have the right to claim 15% of the ground capacity or a minimum of 400 tickets for the match depending upon which is the greater.

Unless otherwise mutually agreed in writing, all tickets shall be on a sale or return basis.

A Visiting Club shall be entitled to its full allocation of 24 seats in the Directors Box in Play-Off Semi-Final Ties. Payments for tickets sold by a Visiting Club together with details of tickets sold and the return of unsold tickets must be made to the Home Club one day prior to the date of the match.

12 Each Club will be required to make available the contracted services and facilities at its Home ground as specified in The National League's Corporate and Commercial partners and contracts. The National League Office will in respect of full commercial and marketing arrangements for Play-Offs provide details to each home and visiting club.

FINANCIAL RULES relating to the PROMOTION FINAL TIE

13 In the Promotion Final Tie where clubs sell match tickets on behalf of The National League the proceeds of ticket sales shall be paid to The National League on a daily basis directly in to the Football Conference Limited, designated Bank Account.

14 The proceeds of the matches after paying there out the travelling and/or hotel expenses of the competing clubs, the ground and other expenses of the match including Value Added Tax, hire of stadium, advertising, printing, postage, police charges, turnstile operators, stewards, contribution to first aid helpers, catering. Match entertainment, travelling and/or hotel expenses of The National League Boards of Directors and Officers, Match Officials, Ball Boys shall hereafter be referred to as "The Net Gate Receipts before Levy". The Board of Directors shall set a Levy prior to the commencement of the season. The agreed levy shall form part of the Net Gate Receipts before the Levy shall be payable in accordance with Appendix "C" in The National League handbook. The balance of the net proceeds after deductions shall be divided between the two clubs in the Promotion Final Tie at a rate set by the Board of Directors prior to the commencement of the season.

15 Income derived from programme sales and perimeter advertising after paying there out all attributable costs shall be included in the Net Gate Receipts before the Levy unless these items are corporately sold by The National League in which case the income will be allocated by the Board of Directors.

16 Income from television, broadcasting, media, and other corporate contracts for the Play-Off Semi-Finals and Promotion Final Ties shall not form part of the proceeds of the match. The Board of Directors shall determine facility fees payable in the Play-Off Semi-Finals and Promotion Final Ties, where applicable and the allocation of all income from all corporate activities.

17 The Board of Directors will have the sole discretion of allocating the levy and income from all corporate sources for the Play-Off Semi-Finals and from all sources for the Promotion Final. The allocation of central income will be distributed to Full Member Clubs at the earliest opportunity following full receipt and audit of all income related to the Promotion Final.

APPENDIX D

THE NATIONAL LEAGUE FINANCIAL REPORTING INITIATIVE

1 Introduction

1.1 This document forms the basis of the Financial Reporting Initiative ('the Initiative') as enabled by Rule 40 of the Football Conference Limited ('The National League' or 'the Competition') Rules ('the Rules').

1.2 Each Club that is a member of The National League shall be subject to the requirements of the Initiative, as set out in this document.

1.3 Any breach of the terms of the Initiative shall be dealt with in accordance with the terms of the Initiative and the Rules.

1.4 The Initiative came into effect on 1 July 2009.

2 Procedure

FQR Documentation

2.1 On or before each Quarterly Reporting Date (see 2.4 below), every Club will be required to submit a completed 'FQR' form to The National League, in such form as shall be determined by The National League from time to time.

2.2 All 'Financial Reporting Initiative monitoring data' must also be completed on each FQR form.

2.3 Each Club shall be required to comply annually with each of the following Quarterly Reporting Dates:

- FQR1 – 30 June ('First Quarterly Reporting Date')
- FQR2 – 30 September ('Second Quarterly Reporting Date')
- FQR 3 – 31 December ('Third Quarterly Reporting Date')

- FQR 4 – 31 March ('Fourth Quarterly Reporting Date')

Payment Confirmation

2.4 Each Club is required to confirm Payment in Full of all amounts disclosed in respect of PAYE/NI/VAT on any FQR form. The Competition reserves the right to request evidence of payment for any amount disclosed as having been Paid in Full on any FQR form.

2.5 Where a Club is required by the Competition to provide evidence of payment under the Initiative, such evidence should be in the form of a copy of a cheque, bank statement, BACS transmission report or other similar documentation that the Competition may deem to be necessary.

Other Documentation

2.6 On or before the First Quarterly Reporting date in each year, each Club is also required to submit the following information to the Competition:-

- Details of their PAYE/VAT registration numbers;
- A copy of the P35 from the previous tax year;
- A statement of the Club's total liabilities as at 30 June.

General

2.7 Forms must be submitted in either hard copy or by email to the Competition office by 5 pm on the relevant due date. All documentation must be signed by the Chairman of the Club and one other Director (or Committee member if the Club is not incorporated). Clubs must retain a copy of all documentation submitted to the Competition. Where documentation is submitted by email a printed signature is acceptable.

2.8 The Competition reserves the right to verify the accuracy of any of the information contained in any of the documentation submitted by a Club under the Initiative, in accordance with Rule 38 of the Competition.

2.9 Clubs' attention is drawn to the sanctions in place should the complete required documentation not be submitted in accordance with the relevant due date (see Section 3 below).

Clubs joining The National League

2.10 Clubs joining the Competition, whether by promotion, relegation or any other means, are required to complete a Financial Reporting Initiative opening statement in such form as prescribed by the Competition from time to time. Where any arrears to HMRC are declared on this statement the Club will have one calendar month from the date it was admitted to membership of the Competition to confirm Payment in Full and/or evidence a time to pay agreement with HMRC in respect of all arrears declared.

2.11 Where a Club joins the Competition, whether by promotion, relegation or any other means, and has an existing time to pay agreement at the date it is admitted into membership of the Competition for payment of arrears with HMRC then this will be treated, for this clause only, as though the arrears have been Paid in Full. Any such Club is required to report any failure to comply with the terms of an existing time to pay agreement to the Competition within seven working days, whereupon the Club shall be subject to an immediate Embargo.

3 Sanctions

Non or Late Submission of Documentation

3.1 Any Club that fails to submit any of the documentation required under the Initiative by the relevant Quarterly Reporting Date will be subject to an immediate Embargo as defined in Appendix H of The National League Rules and furthermore any such failure may be considered as misconduct under Rule 18 of the Rules where a sanction may include, but may not be limited to, a points deduction and such sanction may be escalated for second or subject offences.

3.2 The Embargo will remain in place until such time as The National League is satisfied that the relevant documentation has been duly submitted in full.

Submission of False or Misleading Information

3.3 The submission of any documentation to The National League in accordance with the Initiative that is subsequently found to have been false, misleading or with omissions may be considered as misconduct under Rule 18 of the Rules.

FQR Submission Sanctions

3.4 Any Club that, on or before each Quarterly Sanction Date, has failed to have Paid in Full all amounts disclosed in respect of PAYE/NIC (and provide evidence of such payments to the Competition when so requested) on the FQR form due at that date shall be subject to an Embargo until such time the said amounts have been Paid in Full.

3.5 Any Club that, on or before each Quarterly Sanction Date, has failed to have Paid in Full all amounts disclosed in respect of VAT (and provide evidence of such payments to the Competition when so requested) on

the FQR form due at that date shall be subject to an Embargo until such time the said amounts have been Paid in Full.

3.6 Any Club that

- Enters into a time to pay agreement with HMRC after (9 June 2012) for the repayments of any amounts due in respect of a PAYE/NI and or VAT liability; and/or
- Has been served with a winding-up petition which has not been Paid in Full or to the satisfaction of the petitioning creditors, as evidenced by written agreement; and/or
- Has joined the Competition, whether by promotion, relegation or other means , and has failed to Pay in Full and/or evidence a time to pay arrangement in respect of any arrears to HMRC declared on its Financial Reporting Initiative Opening Statement in accordance with 2.10; and/or
- Is found to have not reported a failure to comply with the terms of any time to pay agreement with HMRC entered into prior to 9 June 2012 within seven working days (whether as a member of the Competition or not) and/or
- Has failed to comply with the terms of any time to pay arrangement with HMRC it has entered into prior to 9 June 2012 (whether as a member of The National League or not);

Will be subject to an immediate Embargo as defined in Appendix H of the Competition Rules.

3.7 In the event that a Club is subject to an Embargo under the provisions of paragraphs 3.4, **3.5** and/or 3.6 above, the Club will be required to appear before a sub-committee duly appointed and authorised by the Board of to consider such matters ('the Sub-Committee').

3.8 The Sub-Committee will meet with the Club not more than 21 days after the date of Embargo at a time, date and venue of the Sub-Committee's choosing.

3.9 The Sub-Committee shall have the power to recommend to the Board that they suspend any Embargo imposed under paragraphs 3.4 and/or 3.5 and/or 3.6 or make modifications or apply any conditions thereto such as they deem to be appropriate.

3.10 Any failure by a Club to comply with any instructions made under paragraphs 3.4-3.9 may be considered as misconduct under Rule 18 of the Rules.

Powers of the Board

3.11 In the event of a Club breaching any of the requirements of paragraphs 3.1-3.9 above and being found guilty of misconduct , The Board reserves the right to impose any penalty it deems appropriate, including, but not limited to, the withholding of central funding to any Club.

4 Other Matters

4.1 In considering the application of the Initiative, the Board shall adopt such procedures and take such action for the determination of any matter, dispute or difference as it considers appropriate.

4.2 In the event that a Club believes that it is subject to specific circumstances that are not reflected in the Initiative, they must report these circumstances immediately to The National League. Such circumstances may include, but not be limited to, the following:

- a Club not being registered for either PAYE or VAT
- a Club having an arrangement in place with HMRC to make PAYE/NI and/or VAT payments on a basis other than the standard terms (i.e. a basis other than PAYE/NI monthly and VAT quarterly)
- a Club being subject to an HMRC assessment in the course of any season
- a Club having an amount under dispute with HMRC

In such circumstances, the Board of The National League reserves the right to request any supporting documentation and to impose any additional or varied reporting requirements on such Clubs as it deems appropriate.

4.3 If requested by the Competition a Club must demonstrate to the reasonable satisfaction of the Board that it has sufficient funds to meet its financial obligations for the Season or any outstanding part thereof. In the event of a Club failing to provide such information to the reasonable satisfaction of the Board then the Board may request a personal interview with the Club with a view to seeking further information and details and in the event of a Club still failing to satisfy the Board then the Board may impose such penalty as it may reasonably decide including but not limited to the imposition of an embargo or the suspension of a Club from the Competition.

4.4 Clubs will have the right to appeal any decision by the Board of The National League pertaining to the application of the Initiative. Such an appeal will be subject to the conditions laid down in Rule 17 of The National League.

4.5 For the avoidance of doubt, any Club that has become a member of The National League through promotion, relegation or by any other means is required to comply with the Initiative.

APPENDIX E

BUDGET MONITORING SCHEME & PERMITTED LOANS

E.1

BUDGET MONITORING SCHEME

Definitions

For the purpose of this Appendix:

“Approved Mid-Season Budget” means a Mid-Season Budget that has been approved pursuant to this Appendix

“Approved Pre-Season Budget” means a Pre-Season Budget that has been approved pursuant to this Appendix

“Associated Companies” means an Associated Company within the definition of The Companies Acts as may be in force from time to time

“Bond” shall have the same meaning as defined within the Rules of the Competition

“Club” shall mean any club in membership of The National League from time to time

“Competition” shall have the same meaning as defined within the Rules of the Competition

“Embargo” shall have the same meaning as defined within the Rules of the Competition

“Emergency Loan” means a Loan that is permitted by the Competition on the terms as set out below

“Existing Loan(s)” means a Loan or Loans owed by a Club to third parties and/or Associated Companies (excluding normal trade creditors and accruals) as at 7th June 2013

Independent Financial Review Panel (“IFRP”) means the panel appointed by the Board of the Competition and delegated such powers by The Board as may be required to supervise, administrate and adjudicate upon all matters in relation to the Budget Monitoring Scheme and all ancillary matters.

“Loan” means the provision of funds to a Club other than by way of a permanent unconditional gift or in exchange for shares (other than loan shares).

Mid-Season Budget (“MSB”) shall mean a budget to be produced as a prerequisite of a Permitted Loan to be introduced after the commencement of the PSB Period

“Mid-Season Permitted Loan” means a Permitted Loan, full details of which have been set out in an Mid-Season Budget and which is payable upon completion or periodically over the balance of the Season and which shall be demonstrably sustainable pursuant to the Mid-Season Budget.

“Permitted Loan(s)” means any Loan or Loans entered into after 7 June 2013 and which is/are:

(a) a Loan or Loans pursuant to a written agreement, a copy of which has been provided to the Competition, within 7 days of its completion; and

(b) is set out in the Pre-Season Budget or Mid-Season Budget.

“Playing Season” shall have the same meaning as defined in the Rules of the Competition.

“Pre-Season Budget” (“PSB”) shall mean a budget for the following 12 months (“the PSB Period”), such period not to end prior to the end of the Playing Season following the date of its submission (such budget to cover inter alia playing, managerial, commercial and administrative costs).

“Pre-Season Budget Period” means a period of 12 months not to end prior to the end of the Playing season following the date of its submission

“Pre-Season Permitted Loan” means a Permitted Loan, full details of which have been set out in an Approved PSB and which is payable to the Club in cleared funds either at the start of the Season or periodically over the Season and which shall be demonstrably sustainable pursuant to the Pre-Season Budget.

Pre-Season Budget (‘PSB’)

Each Club must submit a PSB to the Competition by no later than the 14th day of June, in such format as determined by the Competition from time to time.

The PSB shall contain details of any Existing Loans and the cost of servicing the same, or a provision for repayment if an Existing Loan is repayable before the end of the PSB Period.

The PSB shall also contain details of any actual or proposed Permitted Loans and the cost of servicing the same and any provision for repayment should the Permitted Loan be repayable before the end of the PSB Period

In order to be eligible to participate in the Competition for the Playing Season included within the PSB Period for which it has been prepared, the IFRP must give a Club's PSB either:

- a) Unqualified Approval; or
- b) Qualified Approval.

Unqualified Approval shall be given by the IFRP when, in its sole opinion, the PSB is considered to be reasonably financially viable.

Where a Club has been unable to obtain Unqualified Approval for its PSB, it may be given Qualified Approval. Qualified Approval may be given by the IFRP when, in its sole opinion, it assesses that the Club's ability to meet all costs in its PSB, including opening liabilities falling due for repayment, is in doubt.

Where a Club's PSB is given 'Qualified Approval' the IFRP may permit the Club to start the Playing Season on such terms as it may deem appropriate, including, but not limited to:

The attendance of the Club for interview with the IFRP;
the provision of monitoring information and/or explanations as it deems necessary;
the imposition of an Embargo;
the imposition of a Bond.

A Club shall be obliged to notify the Competition within five working days of becoming aware of any material variation to the figures included in an Approved PSB (whether Unqualified or Qualified). For the purposes of this provision, a material variation shall be any actual or projected decrease in overall income or increase in overall costs of more than 15% that is not covered by an introduction of equity or donation.

Where a Club notifies the Competition of a material variation to an Approved PSB in accordance with the paragraph above, then the IFRP may apply such conditions to that Club as it may deem appropriate, including, but not limited to, those detailed in the paragraph above.

Permitted Loans

From 6th June 2013, Clubs shall only be able to enter into and receive Permitted Loans upon the terms of this Appendix.

Any proposed Permitted Loans shall be set out within the PSB or MSB as appropriate.

A Club must confirm to the Competition (in such format as determined by the Competition from time to time) within five working days of receipt that the Permitted Loan has been received by it.

In the event of any Permitted Loan(s) not being paid to the Club in cleared funds within five working days of the prescribed date or dates contained in the PSB or MSB, then the Club shall be subject to such sanctions as the Board deems fit including but not limited to an Embargo. This provision shall not apply if the Club has provided a revised budget to the Competition demonstrating that there is no longer any requirement for the Permitted Loan(s).

It shall be the obligation of the Club to advise the Competition in writing should any payment of a Permitted Loan not be made as aforesaid.

Mid-Season Budget ('MSB')

Should a Club wish to introduce a Permitted Loan after the Approval (whether Qualified or Unqualified) of the PSB, they are required to submit a MSB to cover the period from the receipt of the Permitted Loan until not earlier than the end of the PSB Period.

The IFRP must give any MSB either:

- a) Unqualified Approval; or
- b) Qualified Approval

before a Club may introduce a Permitted Loan.

In deciding whether to grant approval (whether Qualified or Unqualified) to the MSB, the IFRP shall apply the same criteria as those detailed for the PSB above.

A Club introducing a Permitted Loan without having the IFRP having given its MSB approval (whether Qualified or Unqualified) shall be subject to such sanction as the Board may determine.

Repayment of Permitted Loans

A Club shall be obliged to submit an application for repayment of any Permitted Loan to the Competition which shall (acting in conjunction with the independent Financial Review Panel ("IFRP") issue its decision as soon as reasonably possible and, in any event no later than 14 days from submission of the request.

In considering such an application the IFRP will require the Club to demonstrate to its complete satisfaction that the repayment of the Permitted Loan will not in any way prevent it from fulfilling its financial obligations for the remainder of the PSB Period.

No application will be considered if there are arrears of any other Club debts or if the Club cannot demonstrate that any other Existing or Permitted Loan which would fall due for repayment before the end of the PSB Period cannot be satisfied, nor will any application be considered unless all other Club debts that have fallen due for payment by the date of repayment have been paid or satisfied in full.

A Club shall be obliged to advise the Competition in writing within five working days of repayment of any Permitted Loan.

Emergency Loans

At any point after the approval (whether Qualified or Unqualified) of a PSB or MSB, Clubs are permitted to introduce certain loans ('Emergency Loans') without submitting an MSB to the Competition. Subject to the exception of point below, a Club will only be permitted to receive an Emergency Loan when each and all of the following criteria are met:

That the Club notifies the Competition by email of its intention to receive an Emergency Loan, such notification to include all of the following information as a minimum:

Confirmation that there has been no projected change to the Club's overall profit or loss as set out in the PSB or MSB as appropriate;

The amount of the Emergency Loan and proposed date of introduction;

The full details of the individual/entity introducing the Emergency Loan;

The specific circumstances which have led to the need for the Emergency Loan arising ;

An approximate date for repayment of the Emergency Loan, which must be no later than the last day of the PSB Period; and

The forecast circumstances which the club expects will happen to allow repayment of the loan.

Upon receipt of notification from the Club, at least two members of the IFRP must approve the Emergency Loan. The Club shall not be permitted to introduce the Emergency Loan until such approval is notified to it.

A Club is permitted to introduce an Emergency Loan without complying with the criteria set out above providing that such a Loan is:

Not more than £5k in value; and

Is repaid in full by the Club within twenty-one days of receipt.

General

Apart from Permitted Loans or Emergency Loans, no Club shall have the right to enter into further Loan arrangements.

Nothing contained herein shall in any way affect a Club's obligation to comply with Rule 10.7 both in respect of pre-existing Loans, Permitted Loans or Emergency Loans.

All Clubs shall be required to cooperate fully with the IFRP in respect of the powers delegated to it by the Board.

Where a Club breaches any of the above regulations in relation to Permitted Loans, Emergency Loans and other ancillary matters, it is under an ongoing obligation to advise the Competition of the fact and circumstances of the breach(es) immediately.

Any Club found to be in breach of the above regulations shall be subject to such sanction as the Board may decide.

Clubs will have the right to appeal any decision by the IFRP pertaining to the application of the scheme. Such an appeal will be subject to the conditions laid down in Rule 17 of the Competition.

E.2

“Club” shall mean any club in membership of the National League North or South from time to time

“Existing Loan”, “Permitted Loan”, “Pre Season Budget (“PSB”)” and “Pre Season Budget Period” shall all have the meanings as defined in Appendix E.1

Pre-Season Budget (‘PSB’)

Each Club must submit a PSB to the Competition by no later than the 14th day of June, in such format as determined by the Competition from time to time.

The PSB shall contain details of any Existing Loans and the cost of servicing the same, or a provision for repayment if an Existing Loan is repayable before the end of the PSB Period.

The PSB shall also contain details of any actual or proposed Permitted Loans and the cost of servicing the same and any provision for repayment should the Permitted Loan be repayable before the end of the PSB Period

APPENDIX F

TELEVISIONING OF MATCHES

1. No matches in any Competition Conducted by The National League shall be televised or recorded or transmitted by satellite, cable, internet, or any similar method except with the written consent of the Executive of The National League nor shall any Club take part in any match (except matches in the Football Association Challenge Cup, Trophy competitions) which is to be televised or recorded or transmitted by satellite or cable or any similar method without first obtaining the written consent of The Executive of The National League.

2. National League or any subsidiary or associated company of The National League or duly authorised agent or broadcaster (and its respective employees and agents) shall be allowed access to the grounds of clubs (and to the television gantries, camera positions, and facilities) for the purpose of recording or broadcasting matches under the jurisdiction of The National League.

APPENDIX G

REGULATIONS FOR THE OPERATION OF THE NATIONAL LEAGUE SYSTEM

1. Definitions

In the interpretation of these Regulations: any words and expressions, unless otherwise defined herein, shall be words and expressions as defined as follows:-

“AC” means the Alliance Committee appointed by FA Council.

“Association” means The Football Association Limited.

“Club” means a football club for the time being in a League in membership of the NLS.

“League” means any competition sanctioned by the Association and/or an Affiliated Association in membership of the NLS.

“LC” means the Leagues Committee appointed by FA Council.

“NLS” means the National League System of competitions controlled by the Association where promotion and relegation links exist between participating Leagues.

“Playing Season” means the period between the date on which the first competitive fixture in the League is played each year until the date on which the last competitive fixture in the League is played. For Clubs participating in Play Off Matches this does include the period when Play Off Matches are played.

“Play Off Matches” means matches played between Clubs in a Play Off Position on a format to be determined by each League provided that the format is the same across each Step.

“Play Off Position” means the position of a Club at the end of each Playing Season which is provided for in Standardised Rule 13 as qualifying the Club to take part in a Play Off Match to qualify for promotion to the next Step for the next Playing Season.

“Regulations” means these regulations.

“Rules” means the FA Standardised Rules or FA Standard Code of Rules under which a League is administered.

“Step” means the level at which a Club participates in the National League System.

2. The National League System (“NLS”) shall be operated in accordance with the Regulations.

The aims and objectives of the NLS are to provide:

- 2.1 Clubs with a level of competitive football appropriate to their playing ability, stadium/ground facilities and geographical location.
- 2.2 A framework for discussion on matters of policy and common interest to Leagues and Clubs.
- 2.3 The seasonal movement of Clubs.

All Leagues are bound by the Regulations. A Club is bound by the Regulations from the date it has qualified for placement into the NLS until such time as it leaves the NLS for whatever reason.

3. Position of a League in the National League System

3.1 The current structure of the NLS is set out below:



The Leagues currently at Steps 5, 6 and 7 are set out at the end of the Regulations.

3.2 Any league wishing to become part of the NLS must apply to The Association by 31st December in the relevant year in such form and/or providing such information as shall be required by the LC from time to time. The decision as to whether or not a league should be admitted to the NLS shall be made by the LC which will then decide on the Step at which the League will play.

3.3 Any League wishing to propose an adjustment to its position within the NLS must apply in writing to the LC by 31st December in any year for such proposal to be determined by the LC in order, if approved, to have effect in the following Playing Season.

4. Rules and Regulations for Promotion and Relegation

The LC shall provide for the seasonal promotion, relegation or lateral movement of Clubs. A League must be committed to promoting and relegating Clubs at the conclusion of each Playing Season.

5. Detailed Promotion and Relegation Issues

5.1 The criteria for entry to the NLS and the criteria for ground/stadium facilities and the criteria for participation in Play Off Matches shall be determined by the LC. All criteria so determined shall be published by The Association from time to time.

5.2 At the conclusion of each Playing Season, the following procedures will apply to promotion/relegation subject to the application of the Rules:

Step 1 and Step 2

The following does not apply to promotion from Step 1.

The Clubs finishing in the bottom four places at Step 1 at the end of the Playing Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 2 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the divisions at Step 2 together with a further two Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for participation at the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in the next eligible position shall take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the criteria for participation in Play Off Matches the Club finishing in the next eligible position shall take part in the Play Off Matches. The Play Off Matches shall be played so that in each Step 2 division the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The aggregate winners will play each other and the winner of that match will be promoted. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other Play Off Match and the winner of that match will be promoted. Clubs finishing below position 7 will not be considered for Play Off Matches.

Step 2 and Step 3

The Clubs in the bottom three places in each of the two divisions at Step 2 at the end of the Playing Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 3 for the following Playing Season. They will be replaced by the Clubs finishing in 1st position in each of the divisions at Step 3 together with a further three Clubs determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for participation at the next Step, the Club finishing in 2nd position shall be promoted and the Club finishing in the next eligible position shall take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the criteria for participation in Play Off Matches the Club finishing in the next eligible position shall take part in the Play Off Matches. The Play Off Matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. At Step 2 the aggregate winners will play each other and the winner of that match will be promoted and at Step 3 the winners of each first match will play each other and the winner of that match will be promoted. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other Play Off Match and the winner of that match will be promoted. Clubs finishing below position 7 will not be considered for Play Off Matches.

The promoted Clubs will be placed in a feeder pool and placed in the most geographically appropriate division at Step 2.

Step 3 and Step 4

The Clubs in the bottom four places in each of the three divisions at Step 3 at the end of the Playing Season will be relegated to a feeder pool and placed in the most geographically appropriate division at Step 4 for the following Playing Season. They will be replaced by the Club finishing in 1st position in each of the divisions at Step 4 together with a further six Clubs to be determined by a series of Play Off Matches. Where a Club finishes in 1st position but does not meet the criteria for participation at the next

Step, the Club finishing in 2nd position shall be promoted and the Club finishing in the next eligible position shall take part in the Play Off Matches. Where a Club finishes in a Play Off Position but does not meet the criteria for participation in Play Off Matches the Club finishing in the next eligible position shall take part in the Play Off Matches. The Play Off Matches shall be played so that the highest placed of the eligible Clubs plays against the lowest placed and the other two Clubs play each other. The winners of each match will play each other and the winner of that match will be promoted. If there are only three eligible Clubs then the highest placed shall receive a bye to a second match where it will play the winner of the other Play Off Match and the winner of that match will be promoted. Clubs finishing below position 7 will not be considered for Play Off Matches.

The promoted Clubs will be placed in a feeder pool and placed in the most geographically appropriate division at Step 3.

Step 4 and Step 5

At the end of the Playing Season the Clubs in the bottom two places in each of the four divisions at Step 4 administered by the Northern Premier and Southern Leagues, together with the Clubs in the bottom three places in each of the two divisions administered by the Isthmian League will be relegated and placed in the most geographically appropriate League at Step 5. Irrespective of any provision contained within the Rules the Clubs finishing in bottom position in each of the six Step 4 divisions will be relegated and will not be reprieved. These Clubs will be replaced by the fourteen most suitable Clubs from the Leagues at Step 5 as determined by the LC. The suitability shall be determined as the Club finishing in 1st position in each Step 5 League which meets the entry criteria and wishes to be considered for promotion. In the event of the 1st placed Club not being eligible, the Clubs finishing in 2nd or 3rd position shall be subject to the same criteria. In usual circumstances, no more than one Club will be promoted from any one League. The Clubs to be promoted from Step 5 will be allocated to the most geographically appropriate division at Step 4.

If vacancies remain, consideration will be given to reprieving those Clubs other than bottom placed clubs relegated from Step 4 who will be ranked according to the average number of points gained per games played and the Club with the highest average shall be reprieved first. In the event of Clubs having an identical record the Club to be reprieved shall be determined by the LC.

Any Club seeking promotion from Step 5 to Step 4 must make application to the Association on the prescribed form, copied to their existing League, by 30th November in the relevant year. The application must be accompanied by the appropriate application fee, as determined by the LC, which is non refundable. Applicant Clubs must achieve a minimum E Grade by 31st March in the Playing Season when promotion is sought.

Step 5 to Step 6 and Step 6 to Step 7

The promotion and relegation of Clubs between Steps 5, 6 and 7 shall be dealt with as follows.

Movement of Clubs between Steps 5, 6 and 7, where a League operates at each Step, shall be included in their constitutional rules and regulations. Irrespective of any provision contained within the Rules, the Clubs finishing in bottom position in each of the fourteen Step 5 divisions will be relegated to Step 6 and will not be reprieved, as determined by the LC.

Clubs seeking promotion to Step 5 from a League at Step 6 which is not linked to Step 5, must make application using the prescribed form direct to the Association, copied to their existing League, by 31st December in the relevant year. Each application must be accompanied by the agreed application fee, as determined by the LC, which is non refundable.

Clubs seeking promotion to Step 6 from a League at Step 7 which is not linked to Step 6, must make application using the prescribed form direct to the Association, copied to their existing League, by 31st December in the relevant year. In order to be considered for promotion Clubs must finish in 1st position in their Step 7 league. If the Club finishing in 1st position does not wish to be promoted or fails to meet the entry criteria then the club finishing in 2nd position will be eligible for promotion. If the club in 2nd position does not seek promotion or fails to meet the entry criteria then clubs down to 5th position may be considered for promotion provided that they meet the appropriate entry criteria. Clubs finishing below 5th position will not be considered for promotion and only one club will be considered from each League. Each application must be accompanied by the agreed application fee, as determined by the LC, which is non refundable.

5.3 Where a vacancy occurs within the NLS the following procedures will apply:-

- 5.3.1 (a) Where a Club notifies its intention to resign from its League at the end of the Playing Season, then a vacancy is created on the date the notification of intention to resign is formally accepted by that League.

In all cases, the Club will be placed in the bottom position in that division.

In cases where the vacancy is created prior to the end of the Playing Season, the vacancy will be filled by the best ranked Club in that same division.

In cases where the vacancy is created after the end of the Playing Season but before the League's AGM, the vacancy will be filled in accordance with Regulation 5.3.2 below.

- 5.3.1 (b) Where, during the course of the Playing Season, a Club notifies its intention to resign from its League with immediate effect or where a Club is removed from the League for any other reason, then the playing record of that Club will be expunged and a vacancy is created on the date the resignation or removal is formally accepted or recorded by that League.

In all such cases the Club will be placed in the bottom position in that division and the vacancy will be filled by the best ranked Club in that same division.

- 5.3.2 Where a vacancy occurs at Step 1 following the completion of a Playing Season the best ranked Club in a relegation position in that division is reprieved.

Where a vacancy occurs at Steps 2 and 3 following the completion of a Playing Season the best ranked Club in a relegation position across the particular Step is reprieved. The ranking to be determined by the average points gained per game played and comparable league position. The Club with the highest average shall be reprieved first. In the event of Clubs having an identical record the Club to be reprieved shall be determined by the LC.

Where a vacancy arises and clubs at Step 4 are to be reprieved, the four clubs in 21st position in the Northern Premier and Southern Leagues and the two clubs in 22nd position in the Isthmian League would be ranked by the average points per game played. In the event of all of the above six clubs being reprieved and there are further vacancies available the next two places would be allocated to the clubs in 23rd position in the Isthmian League ranked on the average points per game played.

- 5.3.3 Where a vacancy occurs after the date of a League AGM then a League is not able to replace the Club(s) concerned for the following Playing Season.

- 5.3.4 In the event that for any reason whatsoever there are more vacancies in a division before the end of a Playing Season than relegation places in that division, the question of relegation and reprieves shall be dealt with at the sole discretion of the LC.

- 5.4 Only internal changes to the constitution of a League are allowed following the holding of a League's Annual General Meeting.

- 5.5 Clubs are not allowed to enter into a ground share agreement in order to gain promotion or to retain membership at a particular Step where the Club has failed to attain or maintain the relevant Grade.

- 5.6 Ground grading requirements will be in accordance with the Rules.

In order to be considered for promotion, the following requirements will apply.

Step 1 - Clubs must comply fully with the requirements of Grade A.

Step 2 - Clubs competing at Step 2 must comply fully with the requirements of Grade B. To be considered for promotion to Step 1 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade B together with any additional requirements by 31st March in the year in which they seek promotion. Clubs must also attain Grade A by 31st March in the year following promotion.

Step 3 - Clubs competing at Step 3 must comply fully with the requirements of Grade C. To be considered for promotion to Step 2 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade C and attain Grade B by 31st March in the year following promotion.

Step 4 - Clubs competing at Step 4 must comply fully with the requirements of Grade D. To be considered for promotion to Step 3 or to be included in the Play Off Matches, Clubs must meet the requirements of Grade D and attain Grade C by 31st March in the year following promotion.

Step 5 - Clubs competing at Step 5 must comply fully with the requirements of Grade F. To be considered for promotion to Step 4, Clubs must meet the requirements of Grade E by 31st March in the year in which they seek promotion, and attain Grade D by 31st March in the year following promotion.

Step 6 - Clubs competing at Step 6 must comply fully with the requirements of Grade G. To be considered for promotion to Step 5 Clubs must meet the requirements of Grade G and attain Grade F by 31st March in the year following promotion.

Step 7 - Clubs competing at Step 7 must comply fully with the minimum requirements in force. To be considered for promotion to Step 6 Clubs must meet the requirements of Grade H and attain Grade G by 31st March in the year following promotion. Clubs can be promoted from Step 7 to 6 without floodlights provided that all other requirements of Grade H are met by 31st March in the Playing Season in which the Club wishes to gain promotion and that the Club has the following in place:-

- Planning permission for floodlights
- Funding applications submitted if required
- Quotations/estimates for the work to be carried out
- A development/business plan
- That by 30th September following promotion the floodlights are installed and in working order.

Failure to install floodlights in working order by 30th September following promotion will result in a sanction being imposed at the discretion of the League of which the Club is a member. If by 31st March in the year following promotion the floodlights are still not installed then the Club will be a relegated Club and be dealt with accordingly.

5.7 If a Club is relegated for not achieving the required Grade for the Step at which it is playing it will not be eligible for promotion again until it has attained the required Grade for the Step to which it wishes to be promoted. The Club must have that Grade at 31st March in the year in which it seeks promotion.

6. The Movement of Clubs within the National League System other than by Promotion or Relegation

6.1 Movement of a Club from participation in one League to another is not permitted other than by promotion and relegation or otherwise as set out in League Rules save with the approval of the LC.

It may be necessary from time to time to move Clubs laterally at the same Step. Each year the LC will consider whether any lateral movements may be necessary at each Step; if so the Clubs likely to be affected shall be notified and given the opportunity to present a case if that Club does not wish to be moved laterally. The final decision shall rest with a sub-committee of the LC. This sub-committee may include members of Step 5 or Step 6 Leagues if appropriate. Any appeal shall be to the LC using members who have not been involved in the original decision. The decision of that appeal shall be final and binding subject only to Arbitration under FA Rule K.

In coming to its decision the LC will have regard to any representations made by any party, the distance to be travelled by any Club to be moved compared to the distance travelled in the Playing Season prior to movement; the financial impact on the Club to be moved, the frequency with which the Club has been moved in the past; the number of Clubs both in the division to which the Club is to be moved and in the division from which the Club is moved, and any other matter that it considers to be relevant.

6.2 Any Club proposing to move from one League to another must make application in writing to The Association on or before 31st March in each year to be effective for the following Playing Season. In the event of such application being successful the League from which the Club is moving shall not levy a financial penalty on that Club.

6.3 (i) If a Club (whether a Members' Club or a Company) is wound up, liquidated, or is removed from its League or withdraws from football competition ('the Former Club'), and a new Club ('the New Club') is established which wishes to be placed within the NLS, then unless otherwise determined by the LC, it will be allowed to make an application only to join a League/division at Step 5 of the NLS unless the Former Club was in either Step 4 or Step 5 when the event which caused it to cease its membership occurred in which case it must re-join the NLS at a minimum of two Steps below the level at which it was at the time the event occurred, or withdrew from football competition, whichever is lower. Where the Former Club was a member of The FA Premier League or Football League then the LC shall at its absolute discretion determine in which League the New Club shall be placed for the following Playing Season and will set out at its complete discretion the requirements to be met by the New Club.

In order for consideration to be given to the placement in the NLS of the New Club in the following Playing Season, an initial application must be received by the LC by 1st March or within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, if such date is later than 1st March.

The full application accompanied by all necessary documents including evidence of security of tenure having been granted to the New Club and affiliation to a County Football Association must be received by 31st March or within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, if such date is later than 1st March. The application shall be copied to the League of which membership is being requested. The application will be determined by the LC.

In considering any application, the LC will set out at its sole discretion the requirements to be met by the New Club.

In the event of more than one application being received within twenty-one days of the Former Club being wound up, liquidated, resigning or being removed from its League or withdrawing from football competition, the LC will consider at its discretion which application will be considered in accordance with this Regulation.

- 6.3 (ii) If a Club is removed from its League and wishes to remain in the NLS it shall apply to the LC within two working days of it receiving written notification of its removal from its League. The LC will consider such application and will place the Club in what it considers at its sole discretion to be the most appropriate League/division for the following Playing Season.
- 6.4 If a Club (whether a Members' Club or a Company) ceases to be a member of its league and that Club (that is not a New Club as defined at 6.3 above) wishes to be placed within the NLS for the immediately following Playing Season, then unless otherwise determined by the LC, it may be allowed to make an application to join a League/division below the most recent League/division of which the Club was a member.

In order for consideration to be given to the placement in the NLS by the Club in the immediately following Playing Season, an initial application must be received by the LC in accordance with the procedures set out at 6.3 above. The application shall be copied to the League of which membership is being requested. The application will be determined by the LC at its absolute discretion.

In considering any application, the LC will set out at its sole discretion the requirements to be met by the Club in determining whether to approve the application.

- 6.5 If two or more Clubs ("the Merging Clubs") are proposing a transaction or series of transactions that result in the merging or consolidation ("the Proposed Merger") of those Clubs into one Club ("the Merged Club") then a formal application to do so must be received by the LC and the league(s) of which the Merging Clubs are members by 31st December to be valid for the following Playing Season.

A Deed of Agreement, which shall be legally binding on all parties must be submitted to The Association by 31st March in the year immediately following receipt of the application. The LC shall determine at its absolute discretion where the Merged Club is to be included in the NLS for the following Playing Season subject to the provisions of item 6.5.5 below.

In arriving at its decision the LC may apply the following minimum criteria:

- 6.5.1 The requirements of Standardised Rule 2.9 for the current Playing Season must be met by each of the Merging Clubs. If one or more of the Merging Clubs is subject to an insolvency event then Standardised Rule 2.9.2 shall be applied to such club(s), otherwise Standardised Rule 2.9.1 shall be applied;
- 6.5.2 The proposed playing name of the Merged Club must be acceptable to the LC; and
- 6.5.3 The Merged Club must have security of tenure to a ground that meets the relevant ground grading requirements;
- 6.5.4 Any other criteria that the LC may from time to time deem to be appropriate;
- 6.5.5 The Merged Club will ordinarily be placed at the lower of the Steps at which the Merging Clubs ended the Playing Season in which the application is made. For the purposes of this Regulation, if one of the Merging Clubs has finished that Playing Season in a relegation place, then they will be deemed to have ended the Playing Season at the Step to which they would have been relegated without the Proposed Merger proceeding.

Any decision regarding whether a proposed transaction or series of transactions falls to be considered under this Regulation shall be determined by the LC at its absolute discretion

7. Placement of a Club into a League

- 7.1 Usually a club can only enter the NLS at Step 7. However, in exceptional circumstances a League may seek approval from the LC to receive a club not currently in membership of a League within the NLS provided that there is: (a) a vacancy within its constitution (b) the club meets the entry criteria and (c) promotion and relegation issues have been satisfied. Such request must be received by no later than 1st March.
- 7.2 Reserve teams, including a team from a club or Club which is not considered by the LC to be sufficiently separate from another club or Club, will not be permitted to compete above Step 6 in the NLS. There must be a minimum of two Steps between a first and reserve team. This does not apply at Steps 6 & 7. No two teams from the same Club can play at the same Step. Reserve teams currently at Step 5 can remain unless relegated, once relegated they will not be permitted to be promoted back to Step 5.

- 7.3 Teams from Higher Education or Further Education establishments are not permitted to compete above Step 5. This does not prevent any such establishment forming a Club which complies with all entry criteria and which is separate from the establishment itself.
- 7.4 Where a Club moves from one League to another, for whatever reason, the League from which it is being moved must provide the League to which the Club is being moved with a certificate confirming that the Club being moved does not owe any money or other property of any nature to the League from which it is being moved. The Club being moved cannot compete in its new League until such certificate has been provided and the onus will be on the Club being moved to ensure that it has cleared all indebtedness to its previous League.
8. Procedures for the Determination of any Matter, Dispute or Difference by the Leagues Committee
- 8.1 The LC may adopt such procedures for the determination of any matter, dispute or difference as it considers appropriate and expedient, having regard to the aims and objectives set out at Regulation 1. The LC may require the attendance at a meeting or the written observations of any League or Club, as it considers appropriate to assist its determination.
- 8.2(a) Any dispute or difference between a League and a Club relating to promotion and relegation issues, lateral movement and/or other eligibility criteria must be referred for determination to the LC; such determination shall be final and binding subject only to Arbitration in accordance with Rule K.
- 8.2(b) Any decision of the LC shall be subject to a right of appeal to an Appeal Board. The decision of that Appeal Board shall be final and binding on all parties.
- All referrals of appeals shall be conducted in accordance with the Regulations for Football Association Appeals save for appeals in relation to Ground Grading decisions where the procedures are outlined in 8.2(c) below.
- 8.2(c) Procedures for Ground Grading Appeals
- (i) The ratification of the Ground Grading decision must be sent in writing within 14 days of the final decision date, currently 31st March.
 - (ii) Appeals in relation to Ground Grading Appeals must be submitted to The FA Judicial Services Department within seven days from the date of the written decision outlining the Grounds of Appeal, with a copy to The FA Leagues & Clubs Department.
 - (iii) The Ground Grading Technical Panel will appear before an Appeal Board with the Appellant to respond to the application and there is no requirement to make a formal response in writing.
 - (iv) In all cases the Ground Grading Technical Panel will submit any documentation including the Ground Grading report that was considered by the Ground Grading Technical Panel in relation to the Ground Grading decision, (which the appellant would already have received).
 - (v) Dates would be set annually in advance by the Judicial Services Department for the hearing of Ground Grading appeals and details of the dates would be notified to all Clubs in the correspondence from the Ground Grading Technical Panel notifying the decision of the Ground Grading assessment.
 - (vi) All Ground Grading Appeals are to be heard by the end of April each year.
- 8.3 The LC may, at its discretion, delegate the resolution of any matter, dispute or difference arising under these Regulations to any body it considers to be appropriate (including a sub-committee or commission which may include members of council not on the LC or a body constituted by a County Football Association).
9. Arbitration
- The fact of participation in the NLS and signifying agreement to be bound by the Regulations shall constitute an agreement between each League and Club to refer to Arbitration any challenge in law arising out of, or in relation to, the Regulations in accordance with the provisions of FA Rule K.
10. Precedence
- In the case of conflict between the Regulations for the Operation of the National League System and the Rules, the Regulations take precedence.

**LEAGUES/DIVISIONS AT STEPS 5, 6 & 7 OF THE NATIONAL LEAGUE SYSTEM
(season 2016/2017)**

| Step 5 | Step 6 | Step 7 |
|---|---|--|
| Combined Counties League Premier Div | Combined Counties League Div 1 | Anglian Combination Premier Div |
| Eastern Counties League Premier Div | East Midlands Counties League | Central Midlands League Div North |
| Essex Senior League | Eastern Counties League Div 1 | Central Midlands League Div South |
| Hellenic League Premier Div | Hellenic League Div 1 East | Cheshire League Div 1 |
| Kent League | Hellenic League Div 1 West | Dorset Premier League |
| Midland Football Alliance | Kent Invicta League | Essex Olympian League Premier Div |
| North West Counties League Premier Div | Midland Combination Premier Div | Gloucestershire County League Premier Div |
| Northern Counties East League Premier Div | North West Counties League Div 1 | Herts Senior County League Premier Div |
| Northern League Div 1 | Northern Counties East Div 1 | Humber Premier League Premier Div |
| Spartan South Midlands League Premier Div | Northern League Div 2 | Leicestershire Senior League Premier Div |
| Sussex County League Div 1 | South West Peninsula League Premier Div | Liverpool County Premier League Premier Div |
| United Counties League Premier Div | Spartan South Midlands League Div 1 | Midland Combination Div 1 |
| Wessex League Premier Div | Sussex County League Div 2 | Northern Football Alliance Premier Div |
| Western League Premier Div | United Counties League Div 1 | Peterborough & District League Premier Div |
| | Wessex League Div 1 | Sheffield & Hallamshire County Senior League Premier Div |
| | West Midlands (Regional) League Premier Div | South West Peninsula League Div 1 East |
| | Western League Div 1 | South West Peninsula League Div 1 West |
| | | Somerset County League Premier Div |
| | | Staffordshire County Senior League Premier Div |
| | | Suffolk & Ipswich League Senior Div |
| | | Wearside League |
| | | West Cheshire League Div 1 |
| | | West Midlands (Regional) League Div 1 |
| | | West Yorkshire League Premier Div |
| | | Wiltshire Football League Premier Div |
| | | |
| | | Step 7A |
| | | Bedfordshire County League Premier Div |
| | | Cambridgeshire County League Premier Div |
| | | Essex & Suffolk Border League Premier Div |
| | | Hampshire Premier League Senior Div |
| | | Manchester Football League Premier Div |
| | | Middlesex County League Premier Div |
| | | Northamptonshire Combination Premier Div |
| | | Nottinghamshire Senior League Senior Div |
| | | Oxfordshire Senior League Premier Div |
| | | Reading Football League Senior Div |
| | | West Lancashire League Premier Div |
| | | York Football League Premier Div |
| | | |
| | | Step 7B |
| | | Kent County League Premier Div |
| | | Spartan South Midlands League Div 2 |
| | | Surrey Elite Intermediate League Intermediate Div |
| | | West Riding County Amateur League Premier Div |

APPENDIX H

EMBARGO

Embargo means a ban on a Club signing, re-signing, exercising an option to sign, extending a contract, converting a loan into a permanent transfer, converting a short term loan into a long term loan, loaning or seeking in any way to register a player whether on a contractual or non-contractual basis or as an amateur, trainee, academy, work experience or schoolboy associate other than within any of the Embargo Terms and Exemptions hereinafter contained.

Embargoed Club means any Club subject to an Embargo

An embargo may be imposed pursuant to any of the relevant preceding or subsequent Rules and Regulations or Appendices but in any event shall be imposed:-

(a) where a Club has undergone an Insolvency Event

(b) where a Club has been served with a winding-up petition which has not been satisfied in full or to the satisfaction of the petitioning creditors as evidenced by written agreement or

(c) where a Club has either defaulted on such an agreement or has omitted or incorrectly reported its failure to adhere to the terms of any agreement.

Any embargo is without prejudice to any other penalties that the Competition may wish or be entitled to impose pursuant to any other Rule or Regulation or Appendix in relation to any matter giving rise to the right to impose an embargo including but not limited to any default, or any agreement reached with creditors or failure to report the default or incorrectly reporting the Club's adherence to any agreement with creditors.

Embargo Terms and Exemptions

1. Prior to the start of the season an Embargoed Club will be permitted to sign up to 16 players. The complement of registrations must comprise entirely non-contract players save that it may include players under existing written contract, or players listed on the retained list at the end of the previous season where an option has been exercised prior to the implementation of the embargo.
2. In the event of the playing squad of any Embargoed Club falling below 16 registered players of whatever status then any of its then existing registered players who is the subject of a short term loan agreement may have that agreement renewed/extended up to the maximum permitted period of 93 days.
3. In the event of any Embargoed Club having more than 16 registered players then subject to the exceptions hereinafter contained no short term loans may be renewed or extended.
4. In the event of any Embargoed Club having its playing squad fall below 16 registered players and where none of the registered players are on short term loans then the Embargoed Club shall be entitled to sign and register a sufficient number of non-contract players to bring the total of its squad up to 16.
5. An Embargoed Club shall in any event not be entitled to change the status of any of its registered players without the prior permission of the Board nor shall it be entitled to engage any new player under the permitted exemptions, on terms better than those of any player whose departure gave rise to the right to sign any other player.
6. An Embargoed Club shall not be permitted to improve the existing terms of any its registered players.
7. In the event of an Embargoed Club having a squad of 16 or less players, of whatever status, satisfying the Competition that any of those players have a long term injury (for this purpose a long term injury shall mean an injury supported by satisfactory medical evidence which may either be a medical certificate from the player's own Doctor or a letter signed by either a State Registered Physiotherapist or a Member of the Chartered Institute of Physiotherapists stating that the player or players will be unavailable for selection for a period of not less than 14 days) then it shall be entitled to sign a replacement player or players as the case may be on a non contract basis but subject to the provisions of Clause 5 hereof and for a period not to exceed the certification of the long term injury or injuries. A new player registered under this clause must not be nominated on the Team Sheet for any match at the same time as the player he has been signed to replace, and must not be engaged on more favourable terms than the player he has been signed to replace.
8. Where the number of eligible players falls below 11, or 11 excluding a goalkeeper, due to suspensions, a Club may make application to the Board to sign non-contract player(s) to ensure a team of 11, including a goalkeeper, can be fielded.
9. In the event of an Embargoed Club having no fit goalkeeper (again as evidenced by medical certificates) then it shall be entitled to register a goalkeeper for an initial maximum period of 28 days. A goalkeeper

registered under this clause must not be nominated on the Team Sheet for any match at the same time as the goalkeeper he has been signed to replace, and must not be engaged on more favourable terms than the goalkeeper he has been signed to replace.

10. In any event if an Embargoed Club's squad falls below 16 because of exceptional circumstances then it shall have the right to make a written application to the Board of the Competition for its consent to sign sufficient players to bring the number of its squad up to 16 and the Board acting in the interest of the integrity of the Competition shall have the right at its absolute discretion to permit the Embargoed Club to sign sufficient players on non-contract or short term loans to bring the number of its playing squad up to 16 fit players applying the criteria set out in the Exemptions above.
11. Any event being a breach of any Competition Rule (including but not limited to the late delivery of a FRI form) which may give rise to the imposition of an Embargo, shall give the Board the right to impose that Embargo with immediate effect. The Board will in any event procure that a written request for a personal hearing in respect of such a decision will be heard within 7 days of receipt of the request from the Club, notwithstanding the Club's immediate right of Appeal in accordance with Rule 17.4. Pending any such request for a personal hearing, or any subsequent appeal to The Football Association, the Embargo will remain in place.
12. In the event of an Embargo being imposed pursuant to any breaches of the FRI regulations then the Embargo will not be lifted until 7 days after full compliance by the Embargoed Club with the FRI regulations in force from time to time
13. In the event of any Club failing to comply fully with any agreement with HMRC, whether formal or informal, or the terms of any CVA then apart from any other obligations and penalties within these Rules and Regulations it shall be obliged to inform the Competition forthwith of such failure or contravention and the defaulting Club shall be placed under an immediate embargo. If the Club fails to advise the Competition upon becoming aware of such an event then it shall be subject to such penalty as the Board may impose in its entire discretion including but not limited to deduction of points, fines, suspension and expulsion.]

APPENDIX I

MATCH DELEGATE

The administrative procedure will be as follows: The Football League will appoint a Match Delegate to all matches. Some days before the match, the Match Delegate should contact you by letter advising you of his appointment and requesting the appropriate tickets, e.g. car park, admittance, etc (for your guidance, the Football League for their games suggest a maximum of TWO complimentary tickets per Match Delegate). The Club Secretary should then either send the tickets by return post, or place them at the gate on match day as mutually agreed. If Match Delegate does NOT follow the above procedure please inform the Secretary. Please allocate at the ground seating ticket(s) within or adjacent to the Directors' Box which provide an uninterrupted view of the playing area. On his arrival at the ground the Match Delegate will call at your office to collect a match programme and confirm with you that the referee is as printed in the programme. There will be pre-match contact between referee and Match Delegate and at the conclusion of the game on both occasions in the match official's dressing room.

1 HOSPITALITY - The National League requests that the club hospitality be afforded to the Match Delegate but not necessarily in the boardroom. Boardroom hospitality shall be at the sole discretion of the club chairman.

2 Would you please stress to your club directors and club officials that it is totally inappropriate to engage the Match Delegate in conversation appertaining to the match.

3 If your game is postponed for any reason please be CERTAIN to "stand down" the Match Delegate, if known, as well as the three match officials.

4 Please ensure that your Programme Editor when compiling the programme identifies each assistant referee by one of the flag colours. The identification should read "yellow trim" or "red trim".

5 Should you encounter any difficulties with the Match Delegate's scheme, please do not hesitate to contact the Secretary.

APPENDIX J

STANDING ORDERS - RULES OF DEBATE

1 Each member on speaking shall rise and address the chairman and his speech must be relevant to the issue. The question of relevance shall be decided by the chairman. If two or more members shall

rise to speak at the same time, the chairman shall decide who has the priority to speak.

2 When the chairman arises to speak no one shall continue standing or speaking until the chair has been resumed.

3 A member shall not speak more than once on any motion amendment or point of order except by permission of the Chairman or by leave of the meeting, subject to the right of reply to the mover of the original motion.

4 The mover of every original resolution or motion shall have the right to reply to objections or queries raised against the resolution or motion.

5 Any motion or amendment once made and seconded shall not be altered or withdrawn without the consent of the chairman or meeting, without discussion.

6 When an amendment is moved on a proposition, no further amendment shall be moved until the first is disposed of, but any number of amendments may be brought forward in succession. If an amendment is affirmed it shall form the proposition under consideration, whereupon further amendments can be moved. The mover of the amendment which is affirmed shall be entitled to speak in reply in the event of further amendments being proposed.

7 An amendment shall be either: (a) to leave out words; (b) to insert words; or (c) to omit words in order to insert others.

8 No member shall be permitted to move or second more than two amendments on any motion.

9 Members will be allowed up to a maximum time of five minutes to speak on any motions or amendments or points of order, except with the permission of the chairman.

10 The decision of the chairman upon any point of order shall be final.

APPENDIX K

KICKS FROM THE PENALTY MARK

1 The referee shall choose the goal at which all of the kicks shall be taken.

2 The referee tosses a coin, and the team whose captain wins the toss decides whether to take the first or second kick.

3 The referee will record the names of the players who have taken the kicks from the penalty mark, in order to ensure that the provisions of article 7, below, are adhered to.

4(a) Subject to the terms of the following paragraphs (c) and (d) both teams shall take five kicks.

4(b) The kicks shall be taken alternately.

4(c) If, before both teams have taken five kicks, one has scored more goals than the other could, even if it were to complete its five kicks that taking of kicks shall cease.

4(d) If, after both teams have taken five kicks, both have scored the same number of goals, or have not scored any goals, the taking of kicks shall continue, in the same order, until such time as both have taken an equal number of kicks (not necessarily five more kicks) and one has scored a goal more than the other.

5 The team which scores the greater number of goals, whether the number of kicks taken is in accordance with the terms of the foregoing paragraph 4(a), 4(c) or 4(d), shall qualify for the next round of the Competition, or shall be declared winner of the Competition, as the case may be.

6(a) With the exception referred to in the following paragraph (b), only the players who are on the field of play at the end of the match, which shall mean at the end of extra time in so far as a match in which extra time is authorised is concerned, and any who, having left the field temporarily, with or without the referee's permission, are not on the field of play at that time, shall take part in the taking of the kicks.

6(b) Provided that his team has not already made use of the maximum number of substitutes permitted by the Rules of the Competition under which the match was played, a goalkeeper who sustains an injury during the taking of the kicks and who, because of the injury, is unable to continue as goalkeeper, may be replaced by a substitute.

7 Each kick shall be taken by a different player, and not until all eligible players of any team, including the goalkeeper or the named substitute by whom he was replaced in terms of paragraph 6(b) as the case may be, have each taken a kick may a player of the same team take a second kick.

8 Subject to the terms of paragraph 6, any player who is eligible may change places with his goalkeeper at any time during the taking of the kicks.

9(a) Other than the player taking the kicks from the penalty mark and the two goalkeepers, all players shall remain within the centre circle whilst the taking of kicks is in progress.

9(b) The goalkeeper who is a colleague of the kicker shall take up position within the field of play, outside the penalty area at which the kicks are being taken, behind the line which runs parallel with the goal line and at least ten yards from the penalty mark. 10 Unless stated to the contrary in the foregoing paragraphs 1 to 8, the Laws of the Game, and the International Board decisions relating thereto, shall, in so far as they can, apply at the taking of the kicks. N.B. In the event of the light failing before the end of the taking of kicks from the penalty mark, the result shall be decided by the toss of a coin.

APPENDIX L

STEP 5 COMPETITIONS WHO HAVE TEMPORARY TRANSFER AGREEMENTS FOR SEASON 2016/2017

Combined Counties Football League, Eastern Counties Football League, Essex Senior League, Hellenic Football League, Kent League, Midland Football Alliance, Northern League, Spartan South Midlands Football League, Sussex County League, United Counties Football League, Western Football League

APPENDIX M

THE NATIONAL LEAGUE
STANDARD FEES TARIFF SEASON 2016/17

| Rule | Subject Matter | Amount (£) |
|-------|---|---|
| 2.5 | Ground Grading Fees:- National League National League North & South | £750 + VAT £500 + VAT |
| 3.1 | Application for Membership for new member clubs | £500 + VAT |
| 3.2 | Annual Subscriptions:- National League National League North & South | £2,000 + VAT £1,000 + VAT |
| 4.3 | Fee for Personal Hearing | £150 |
| 6.1 | Registration Forms | £3.50 + VAT if sent by post or £10 +VAT if transmitted by facsimile |
| 14.A9 | Sporting sanctions appeal | £5,000 + VAT |
| 15.7 | Match Officials Fees:- National League Referee National League Assistant Referee National League Fourth Official National League travel expenses by car National League North & South Referee National League North & South Assistant Referee National League North & South Travel expenses by car | £102 or £115 if televised £51.00 or £58 if televised £30.00 or £58 if televised 35p per mile £58 £37 35p per mile |
| 17.1 | Protest, claim, complaint or Appeal to Board | £275 |
| 17.4 | Appeal to The Football Association | £275 |
| 17.5 | Appeal by player | £175 |
| 17.6 | Appeal by Club | £175 |
| 17.10 | Arbitration | £500 per club |

These fines are for guidance purposes.

APPENDIX N

THE NATIONAL LEAGUE – STANDARD FINES TARIFF - SEASON 2016/17

| | | |
|-------|--|---|
| 2.2 | Failure to return Form D by due time | £100 - £400 |
| 2.2 | Failure to provide County Affiliation Number | £100 - £400 |
| 2.7 | Failure to provide notice in writing within 14 days the Club has changed from an unincorporated body to a corporate body | £100 - £400 |
| 2.14 | Failure to provide notice in writing of an Insolvency Event | £400 - £1600 |
| 2.20 | Failure to attend any General or Special Meeting | £500 - £2000 |
| 3.2 | Failure to pay Annual Subscription 7 days before AGM | £500 - £2000 |
| 4.3 | Club/Person committing a breach of any rules | As defined by Board of Directors |
| 4.6 | Failure to comply with order or instruction of the Board | As defined by Board of Directors |
| 4.8 | Failing to attend satisfactorily to business of the Company and/or correspondence with the Competition or Company, including non-payment of invoices | £500 or doubled if previously warned |
| 10.8 | Failure to supply full financial statements and annual accounts | £500 - £2000 |
| 6.1.1 | Failure to receive registration form within five days after registering a player by facsimile transmission | £50 - £200 Plus Board action |
| 6.4 | Registering a player without advising the player is on loan | £500 - £2000 |
| 6.4.2 | Failure to register 11 players 14 days prior to start of season | £150 - £600 |
| 6.7 | Failure to return Retained List by due date | £100 - £400 |
| 6.8 | Failure to use Substitute Number Boards prior to substitution being made | £250 - £1,000 |
| 6.9 | Playing ineligible player in a match | £500 - £2,000 And the points gained in match will be deducted |

These fines are for guidance purposes.

APPENDIX N

THE NATIONAL LEAGUE –
STANDARD FINES TARIFF - SEASON 2016/17

| | | |
|--------|---|---|
| 7.1 | Failure to provide details of colours by due date | £100 - £400 |
| 7.1 | Playing in unregistered colours without first obtaining permission | £100 - £400 |
| 7.1 | Failure to have all shirts correctly numbered; failure to have numbers clearly displayed on contrasting patch on striped or hooped shirts and in the case of National League Clubs player names | £100 - £400 |
| 7.2 | Playing in colours that cause a clash, including the goalkeeper | £100 - £400 |
| 7.3 | Goalkeeper not wearing kit different to <u>ALL OTHER</u> players | £100 - £400 |
| 7.4 | Failure of player to wear number in accordance with team sheet | £100 - £400 |
| 7.5 | Captain not wearing armband | £100 - £400 |
| 8.4 | Failure to notify The National League of postponement or abandonment | £100 - £400 |
| 8.6 | Failure to fulfil a fixture in The National League | £2500 - £10,000 plus, may have 3 points deducted, plus order to pay opponents expenses, and any other action the Board may decide including expulsion from the Competition. |
| 8.6 | Failure to agree new date for postponed match within 7 days of postponement | £100 - £400 |
| 8.7 | Failure to carry out inspection procedure in accordance with 15.2 | See 15.2 |
| 8.8 | Failure to register and/or have fax, mobile phone or email operational at all times | £100 - £400 |
| 8.9 | Failure to start with Eleven players and/or failure to be prepared to start match at scheduled kick-off time | See 15.6 |
| 8.9 | Failure to play full strength team in a fixture in The National League | £500 - £2000 |
| 8.10 | Non receipt of medical certificate after match postponement | £20 for each player concerned |
| 8.11.1 | Late presentation of Team Sheet to Match referee | £75 - £300 |
| 8.11.1 | Presentation of Team Sheet to Referee & opponents by person(s) other than those required by Rule | £75 - £300 |
| 8.11.1 | Incomplete Team Sheet when presented to Match Referee | £75 - £300 |
| 8.11.2 | Altering team sheet after exchange (except for player injured in warm up) | £75 - £300 |
| 8.12.1 | Late or failure to notify details of match to visiting Club and Match officials | £75 - £300 |

These fines are for guidance purposes.

APPENDIX N

**THE NATIONAL LEAGUE –
STANDARD FINES TARIFF - SEASON 2016/17**

| | | |
|--------|--|--|
| 8.12.2 | Failure to notify postponement or re-arrangement to Competition, Match Officials, Press Association, Match Delegate or opponents | £75 - £300 |
| 8.13 | Amending kick off time without obtaining permission from the Competition | £75 - £300 |
| 8.14 | Postponement of Saturday Competition fixture to play County Cup match | £250 - £1000 |
| 8.15 | Entering First Team in any outside competition (other than those in 8.14) without informing the Competition | £100 - £400 |
| 8.20 | Failure to provide details of match result to appropriate organisations | £50 - £200 |
| 8.21 | Failure to publish a full match day programme acceptable to the Board | £250 - £1000 |
| 8.21 | Failure to send team details, pen pictures, latest team photograph to home club within the required time | £250 - £1000 |
| 8.21 | Failure of home club to use details supplied by away club in match day programme | £75 - £300 |
| 8.21 | Unacceptable comments in club programmes or on official websites | Not exceeding £500 |
| 8.22 | Breach of Technical Area regulations | £75 - £300 |
| 12 | Late match result form, no match result shown, players names omitted, times of substitutes omitted, match report form not posted first class, goal scorers omitted, attendance figure omitted, name of doctor and/or medical attendant omitted | £100 - £400 |
| 12 | Failure to provide a report if the Match Referee has been awarded a mark of less than 60 | £25 for each offence and doubled for each subsequent offence |
| 15.2 | Postponement of a match without following the procedure published by the FA | £100 - £400 |
| 15.6 | Responsible for late kick-off by either club | £75 plus £2 per minute for each minute late. |
| 15.6 | Playing with less than 11 players at start of Competition match | £200 - £800 |
| 15.7 | Failure to pay Match Officials on day of match in dressing room | £100 - £400 |
| 15.8 | Failure to provide Match Officials with distinctive flags of a suitable size and condition | £100 - £400 |
| 15.9 | Failure to provide the match Referee 3 sponsored (JAKO) match balls as required by The Competition prior to start of match | £150 - £450 |

These fines are for guidance purposes.

APPENDIX N

**THE NATIONAL LEAGUE –
STANDARD FINES TARIFF - SEASON 2016/17**

| | | |
|---------------|--|---|
| 15.10 | Failure to provide visiting team with a minimum of 3 JAKO match balls (balls as per sponsorship agreement) prior to start of match | £100 - £400 |
| 16 | Late resignation from The National League (by 31 March) | £5000 - £20,000 |
| 17.1 to 17.10 | Disputes, protests, Appeals, claims or complaints between member clubs & players which the Board is asked to adjudicate, and Appeals to FA | See fees tariff |
| 19 | Failure to return Competition trophies by due date, or not cleaned, or not engraved | £100 - £400 |
| 25 | Failure to comply with Competition insure requirements | £500 - £2,000 |
| 26 | Failure to comply with Competition medical personnel requirements | £250 - £1000 |
| 34 | Failure to meet requirements of Competition sponsorship agreements | £100 for each offence and doubled for each subsequent offence |
| 34 | Any club found guilty of engaging in agreement with any direct competitor to the Competition's title sponsor or any other third party with whom the Competition has entered into a commercial agreement. | Any action the Board may decide, including expulsion from the competition. |
| 35 | Failure to have all members of the technical area wearing the sponsored bench kit, as provided | £250 per match, which will be doubled for each subsequent offence. High profile matches will be £500 |
| | APPENDIX | |
| D | Financial Reporting Initiative | Failure to provide any quarterly reporting information will result in an immediate embargo and a warning for the first instant with a fine of £250 for the second offence and a fine of £250 for a third offence. |
| E | Budget Monitoring Scheme | |

These fines are for guidance purposes.

APPENDIX O

MOVEMENT OF CLUBS

In the event of there being less than the maximum number of clubs (6, 2 each from the Isthmian, Northern Premier, Southern Football Leagues, Premier Divisions) eligible for promotion, relegation will be adjusted accordingly insofar as the number of clubs to be relegated from National League North or National League South (as the case may be) shall be reduced by the shortfall in clubs eligible for promotion as aforesaid. The Board in reaching its decision as to which club shall not be relegated (which would otherwise have been relegated from either National League North or National League South as the case may be) shall first take cognisance of the League into which relevant clubs would have been promoted but for the ineligibility. The best placed club which would otherwise have been relegated from that League (be it National League North or National League South) shall not be relegated). The decision as to into which League a club would have been promoted had it been eligible shall be that of the Board which will be final and binding on all interested clubs. In the event of two clubs in the relevant division (be it National League North or National League South) having identical playing records, then a playoff on a neutral venue will take place to decide which of those clubs shall be saved from relegation. If no clubs are eligible or wish to be promoted, no clubs will be relegated from National League North and/or National League South as the case may be. In the case of a member club (full or associate) not being placed in a relegation position wishing to resign from the Company (and consequently the Competition) or having been removed from membership of the company under the Articles of Association of the Company either during the season or at the end of the playing season (and prior to the Company's Annual General Meeting) then the club (or clubs as the case may be) in the highest relegation position in that the League from which the member club as aforesaid shall have resigned or been removed shall not be relegated. If 2 clubs which should otherwise have been relegated, have identical playing records then a playoff on a neutral venue will take place to decide which club shall not be relegated. As a result of any club or clubs not being relegated from The National League either to National League North or National League South ("the Saved Clubs") then the club (or clubs) in the highest placed relegation position (or positions) in the League which would have received the Saved Clubs will not be relegated. If 2 clubs would have been relegated with identical playing records, then a playoff on a neutral venue will take place to decide which club shall not be relegated. Again, the decision of the Board as to into which League (i.e., National League North or National League South), the Saved Clubs would have been relegated will be subject to the decision of the Board whose decision shall be final and binding on all interested clubs. In the event of a member club (full or associate) opting to be relegated as opposed to wishing to resign from the company or having been removed from membership under the Articles of Association of the Company, then in deciding which club shall replace it and which club as a consequence shall not be relegated, the Board shall apply the principles set out in the preceding paragraph.

APPENDIX P

LEAGUE CUP - COMPETITION RULES

1. The Competition shall be called the "League Cup". All Clubs competing in The National League shall play in the League Cup Competition.
2. The Competition shall observe the Rules, Regulations and Bye-laws of the Football Association, and all matches shall be played according to the Laws of the Game as settled by the International Football Association Board.
3. The Competition shall be played on a knock out basis. All rounds to be played on a single-leg basis. In rounds played on a single-leg basis, if the scores are level at the end of 90 minutes, the tie will be decided by the taking of kicks from the penalty mark in accordance with the procedure adopted by the International Football Association Board. All rounds up to and including the semi final will be drawn on a geographical basis with the date for each round and the Final Ties being decided by the Board of Directors.
4. The entire management and control of the Competition shall be vested in The National League who shall have power to deal with any matter for which no specific provision is made.
5. No Club shall withdraw from this competition.
6. The matches shall be played on such dates as The National League may decide, unless rearrangement is mutually agreed upon between the clubs affected. Dates of such rearranged matches must be communicated to the General Manager of The National League by both Clubs within two days of such rearrangement.
7. The minimum charge for admission to matches in this Competition shall be £7.00 (Spectators aged 16 and under and Senior Citizens excepted). All spectators will pay the Club's advertised admission charges. In all matches up to but not including the Semi Final, the net gate receipts shall be shared by the competing clubs in

accordance with FA Challenge Cup Rules, after allowable deductions for Match Officials' fees and expenses, a maximum of £100 if played under floodlights, advertising and printing (not including match day programmes), obligatory safety attendants and/or Police, obligatory medical attendants (not team-related), and the visiting team's travelling expenses of 16 standard class railway fares or the actual expense incurred, whichever is the lower. When travelling by coach or car the visiting team's travelling expenses shall be reimbursed at the actual costs incurred. In all rounds, the Balance Sheet for the Match along with payment to the visiting Club, if appropriate, must be made within fourteen days of the match.

8. In all matches any player who has been duly registered with The National League shall be eligible. No Player can play for a second or subsequent club in the Competition in any one season. Players must be Registered in accordance with National League Rule 6, Players, and 6.1, 6.2, 6.3, 6.4, 6.5, 6.7, and 6.8. For all League Cup matches no less than 10 of the 16 players named on the Team Sheet must have taken part in at least one of the Clubs two previous First Team fixtures. Any Club failing to comply with this requirement may forfeit all League Cup and Television Fees for the match in which the Club has breached this rule together with any other penalty the Board may decide.

9. Rules 8 and 12 of The National League shall be applicable in all rounds of this Competition.

10. All protests shall be lodged in triplicate within three days of the date when the match was played, accompanied by a fee of £200.00, which may be returned at the discretion of the Directors if the appeal is sustained.

11. Where a match has been postponed or abandoned through causes over which neither Club has any control, the expenses shall be paid out of the receipts of the second match.

12. The winning Club shall, on complying with the conditions of Rule 19 of The National League, hold the trophy for the year and be responsible for the engraving of the trophy before its return. Both the winning Club and the runners up shall be presented with 25 commemorative tokens.

13. Match Officials will be appointed by the Appointing Authority and all the conditions of The National League Rule 15 will apply. In the Final Ties tokens will be awarded to the Referee(s) and Assistant Referees.

14. The Rules of the Football Association Challenge Cup and The National League shall apply to this competition as far as they are applicable to the League Cup, except as specially provided for in the foregoing Rules.

15. The Final Ties shall be played at the direction of the Board of Directors and shall take precedence over any other fixture except the F.A. Cup, F.A. Challenge Trophy, Welsh Cup or the Senior Cup Competition for which the Club is eligible of the County Association to which it was first affiliated, after consultation with the Clubs concerned.

16. No alteration or addition to existing Rules shall be made, except at the Annual General Meeting or a Special General Meeting convened on a requisition signed by not less than two-thirds of the Clubs comprising The National League, and then only upon such resolution being carried by two-thirds majority of the members present and voting thereon. Notice of alteration or addition must be sent to the General Manager not less than eight weeks before the date of such meetings, the same to be printed and circulated to Clubs for the purpose of amendments within the following 10 days and any proposed amendments to be notified to the General Manager not later than a further 10 days. All proposed alterations and amendments to be forwarded to Clubs at least twenty-one days before the meeting.

Appendix Q

Appendix to Standardised Rules for 2016/17

This appendix to the Rules has been compiled by the Sanction and Registrations Committee of The Football Association for the mandatory use of all sanctioned Competitions at Steps 1 to 4 inclusive of the National League System.

Definitions

Definitions are as per the Rules and Sanction and Control of Competitions Regulations.

1. General provisions and application of the Licence

1.1 The FA has introduced a licensing system for all Clubs at Steps 1 to 4 of the National League System. Details of the licensing system are included within The FA's Sanction and Control of Competitions Regulations. The FA has delegated to the Board all aspects of the operation, determination and granting of the Licence. A Licence shall be in respect of a Membership Year. Assessment shall be in March and April each year in relation to the granting of a Licence in the Membership Year immediately following.

1.2 The categories of the requirements to be included within the Licence are summarised at Section 4 below.

2. Role of the Board

2.1 The Board or a Sub Committee of the Board shall assess each Club in relation to the Licence

3. Role of The FA

3.1 The FA Council shall approve the requirements of the Licence.

3.2 At any time The FA shall be able to make representations to the Board with regard to the application of the requirements of the Licence to a Club or Clubs.

3.3 The FA shall also have the powers of the Board in relation to the application of the Licence to a Club where the Board has, in the absence of an explanation acceptable to The FA, failed to apply such powers so or has not done so to the satisfaction of The FA. Such powers include determining any sanctions for non-compliance in accordance with the Licence and the Rules.

3.4 In all cases where The FA proposes to apply the powers of the Board as set out at paragraph 3.3, The FA shall consult with the Board in good time and shall take its representations fully into consideration before applying such powers. Any decision of The FA to apply the powers of the Board as set out at 3.3 shall only be capable of appeal to The FA by the affected Club in accordance with The Regulations for Football Association Appeals.

4 The Licence

| Criteria | Licence Condition | Rule (*) | FA Rule (*) | Step(s) condition applied to |
|-----------------------------------|---|-------------------|-------------------------|------------------------------|
| 1. Legal | | | | |
| 1.1 | Confirmation of the registration of a Club's legal entity with the Competition and The FA. | 2.2 | A3(j)(i) | 1-4 |
| 1.2 | Registration of a Club's playing name with the Competition. | 2.2 | A3(j)(i) | 1-4 |
| 1.3 | Confirmation that a Club's articles or constitution are compliant with the Rules of The FA. | n/a | I2 (a) – (e) | 1-4 |
| 1.4 | Confirmation that a Club's annual accounts have been prepared and presented in accordance with the FA Rules and Club constitution. | 10.8 | I1(c) – (d) | 1-4 |
| 1.5 | Filing of a Club's annual accounts (e.g. at Companies House for club companies) by the due date in accordance with statutory requirements. | | I 1 (c) | 1-4 |
| 1.6 | Transfer of licence to be consistent with the requirements of Rule 2.9. | 2.9 | A3(g) | 1-4 |
| 2. Ownership | | | | |
| 2.1 | Evidence of publication by a Club of its ownership structure and confirmation of the current ownership structure. | 2.13 | n/a | 1-4 |
| 2.2 | Board approval of any Change of Control of a Club in that Membership Year. | 2.14 | I2 | 1-2 |
| 3. Integrity | | | | |
| 3.1 | Confirmation that all individuals acting as an Officer of a Club have met The FA Owners' & Directors' Test Regulations. | 2.16 | ODT Regulations | 1-4 |
| 3.2 | No individuals with an Interest in the Club to have an unapproved Interest in another Club. | 5 | FA Competitions Rule 24 | 1-4 |
| 4. Sustainability measures | | | | |
| 4.1 | Confirmation that the Club has no overdue Football Creditors. | 11 | n/a | 1-4 |
| 4.2 | Compliance by a Club with the Financial Reporting Initiative and assessment of PAYE/national insurance and VAT. | 40 and Appendix D | n/a | 1-4 |
| 4.3 | Compliance by a Club with the Competition's evidence of funding requirements. | Appendix E | n/a | 1-2 |
| 5. Insolvency measures | | | | |
| 5.1 | Compliance with Competition Insolvency Rules | 2.15, 14 | n/a | 1-4 |
| 6. Stadia criteria | | | | |
| 6.1 | Registration of the security of tenure of a Club's Ground | 2.3.2 | n/a | 1-4 |
| 6.2 | Compliance by a Club's Ground with the Criteria Document | 2.3.3 | n/a | 1-4 |
| 7. Significant changes | | | | |
| 7.1 | Obligation on a Club to advise the Competition of any significant changes including but not limited to, a Change in Control or any event that requires reporting to the | 2.16, 14 | I2 | 1-4 |
| | Board or Competition under Rule 14 Insolvency Provisions. | | | |

(*) provided for guidance only