

**IRISH FOOTBALL ASSOCIATION
PROFESSIONAL GAME PLAYER REGISTRATION REGULATIONS
SEASON 2016/17**

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1.0 Introduction

- a. Players participating in organised football are either amateurs or professionals. A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.
- b. Youth players shall not be subject to the Player Registration Regulations and may register freely until the season in which their 12th birthday occurs, subject to individual competition rules.
- c. **The following regulations shall apply for players registering for their club to play in competitions in which professional players may participate. Competition rules shall determine whether it permits professional players to participate.**
- d. All amateur registrations documents shall be administered on behalf of the Association by the relevant League registrars who shall be nominated by their relevant League and approved by the Association annually.
- e. All league registrars shall act as agents for the Association and will be obliged to agree to the terms and conditions of the access to and use of the Association's central registration system. It will be a mandatory requirement for all users of the central registration system to attend data protection awareness seminars organised by the Association.
- f. A player not registered with the Association who appears for a club in any official match shall be considered to have played illegitimately. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions may also be imposed on the player and/or the club by the organising body of the competition concerned.
- g. It shall be the responsibility of clubs playing in any match to be played under the jurisdiction of the Association to ensure that its players are eligible to play in such a match.

2.0 Number of Registrations/Clubs

- a. A player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2 (FIFA Regulations on the Status and Transfer of Players). Only registered players are eligible to participate in organised football. By the act of registering, a player

agrees to abide by the statutes and regulations of FIFA, the confederations and the associations.

- b. A player may only be registered with one club at a time.
- c. Players may be registered with a maximum of three clubs during one season (the period from 1st August to 31st May). During this period, the player is only eligible to play in official matches for two clubs. As an exception to this rule, a player moving between two clubs belonging to associations with overlapping seasons (i.e. start of the season in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third club during the relevant season, provided he/she has fully complied with his/her contractual obligations towards his/her previous clubs. Equally, the provisions relating to the registration periods (article 6 – FIFA Regulations on the Status and Transfer of Players) as well as to the minimum length of a contract (article 18 paragraph 2 – FIFA Regulations on the Status and Transfer of Players) must be respected.

This exception may also apply to players moving between two clubs belonging to domestic leagues with overlapping seasons.

- d. In the event of the Association receiving formal notification, in writing, of a club ceasing to exist all amateur players registered with said club during the current season shall be immediately released from their registration and free to register with another club, subject to compliance with the relevant league's rules. For the avoidance of any doubt the club who cease to exist will not be counted in the number of clubs for which the player has been registered in the current season.
- e. Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a player may not play official matches for more than two clubs competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of member associations.
- f. Notwithstanding any of the above, a player may only register for any club twice in one season.

3.0 Registration Periods

- a. Players may only be registered during one of the two annual registration periods fixed by the relevant Association. As an exception to this rule, a professional whose contract has expired prior to the end of a registration period may be registered outside that registration period. Associations are authorised to

register such professionals provided due consideration is given to the sporting integrity of the relevant competition. Where a contract has been terminated with just cause, FIFA may take provisional measures in order to avoid abuse, subject to article 22 (FIFA Regulations on the Status and Transfer of Players).

- b. The first registration period shall begin after the completion of the season and shall normally end before the new season starts. This period may not exceed twelve weeks. The second registration period shall normally occur in the middle of the season and may not exceed four weeks. Two registration periods for the season shall be communicated to FIFA at least 12 months before they come into force. FIFA shall determine the dates for any association that fails to communicate them on time.
- c. Players may only be registered – subject to the exception provided for in article 6 paragraph 1 (FIFA Regulations of the Status and Transfer of Players) – upon submission of a valid application from the club to the relevant association during a registration period.
- d. The following registration periods will apply:

9 June 2016 – 31 August 2016

AND

1 January 2017 – 31 January 2017

4.0 Professional Registrations

- a. All professional registration documents must be sent to the Irish FA by email, or special delivery post within seven days from the date of signing. It shall be the responsibility of the club to retain proof of submission.

Email – registrations@irishfa.com

- b. All registration forms must be completed in full and each registration must have clearly defined start and end date.
- c. The minimum basic rates of remuneration shall apply to all professional registrations as follows:

- 21 year old and over £45 per week
- 18-20 year olds £35 per week
- 16-17 year olds £25 per week

- d. In the event of these minimum thresholds not being observed the relevant registration documents shall be considered null and void.
- e. If an agent/intermediary is involved in the negotiation of a contract, he/she shall be named in that contract.
- f. The minimum length of a Standard Professional Contract shall be from its effective date until the end of the season, while the maximum length shall be five years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.
- g. Professionals who end their careers upon expiry of their contracts and amateurs who terminate their activity shall remain registered at the association of their last club for a period of 30 months.

This period begins on the day the player made his last appearance for the club in an official match.

- h. Priority of registration shall determine the eligibility of a player to play for the club with which he was first registered.

5.0 Reacquisition of Amateur Status

- a. A player registered as a professional may not re-register as an amateur until at least 30 days after his last match as a professional (and provided the previous registration has either expired or been cancelled).
- b. No compensation is payable upon reacquisition of amateur status. If a player re-registers as a professional within 30 months of being reinstated as an amateur, his new club shall pay training compensation in accordance with Article 20 of the FIFA Regulations on the Status and Transfer of Players.

6.0 Amateur Registrations

- a. All amateur registration documents must be sent to the relevant league in accordance with that league's rules.
- b. All registration forms must be completed in full and each registration must have a clearly defined start and end date.

- c. The minimum length of an amateur registration shall be from its effective date until the end of the season, while the maximum length shall be two years.
- d. Priority of registration shall determine the eligibility of a player to play for the club with which he was first registered.
- e. The club secretary must send completed Adult Registration Documents (including Registration Forms and Transfer Forms) to the league in which the club's most senior adult team participates.
- f. In the event of a team whose club participate in both professional and purely amateur competitions such clubs shall be permitted to register players outside the fixed registration periods (but within the amateur game registration period of 1st June – 31st March) but such players so registered shall be restricted to playing for the team who participates in purely amateur competitions. Such player will only become eligible to participate in a professional game competition at the commencement of the subsequent registration period.
- g. Notwithstanding the above all Youth Registration Forms must be sent to the relevant League Registration Secretary.

7.0 Contractual Stability

Respect of contract

- a. A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement.

Terminating a contract with just cause

- b. A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause.

Terminating a contract with sporting just cause

- c. An established professional who has, in the course of the season, appeared in fewer than ten per cent of the official matches in which his club has been involved may terminate his contract prematurely on the grounds of sporting just cause. Due consideration shall be given to the player's circumstances in the appraisal of such cases. The existence of a sporting just cause shall be established on a case-by-case basis. In such a case, sporting sanctions shall not be imposed, though compensation may be payable. A professional may only terminate his contract on this basis in the 15 days following the last official match of the season of the club with which he is registered.

Restriction on terminating a contract during the season

- d. A contract cannot be unilaterally terminated during the course of a season.

Consequences of terminating a contract without just cause

- e. The following provisions apply if a contract is terminated without just cause:
 - i. In all cases, the party in breach shall pay compensation. Subject to the provisions of article 20 and annexe 4 (FIFA Regulations on the Status and Transfer of Players) in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period.
 - ii. Entitlement to compensation cannot be assigned to a third party. If a professional is required to pay compensation, the professional and his new club shall be jointly and severally liable for its payment. The amount may be stipulated in the contract or agreed between the parties.
 - iii. In addition to the obligation to pay compensation, sporting sanctions shall also be imposed on any player found to be in breach of contract during the protected period. This sanction shall be a four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. In all cases, these sporting sanctions shall take effect from the start of the following season at a new club. Unilateral breach without just cause or sporting just cause after the protected period shall not result in sporting sanctions. Disciplinary measures may, however, be imposed outside the protected period for failure to give notice of termination within 15 days of the last official match of the season (including national cups) of the club with which the player is registered. The protected period starts again when, while renewing the contract, the duration of the previous contract is extended.
 - iv. In addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period. It shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach. The club shall be banned from

registering any new players, either nationally or internationally, for two registration periods.

- v. Any person subject to the FIFA Statutes and Regulations (club officials, players' agents, players, etc) who acts in a manner designed to induce a breach of contract between a professional and a club in order to facilitate the transfer of a player shall be sanctioned.

Special provisions relating to contracts between professionals and clubs

- f. A club intending to conclude a contract with a professional must inform the player's current club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months. Any breach of this provision shall be subject to appropriate sanctions.
- g. The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.
- h. If a professional enters into more than one contract covering the same period, the provisions set forth in this section shall apply.

Third-party influence on clubs

- i. No club shall enter into a contract which enables any other party to that contract or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.
- j. The FIFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this article.

8.0 Transfers

- a. Professional players moving clubs will be required to complete a transfer form duly signed by the player and the club secretary, chairperson or manager of both clubs and submitted to the Irish Football Association in accordance with these regulations.
- b. Amateur players moving clubs will be required to complete a transfer form duly signed by the player and the club secretary, chairperson or manager of both clubs. The transfer form must be submitted to the league registrar of the club requesting the transfer in accordance with that league's rules.

9.0 International Transfer Certificates (ITC)

- a. An amateur or professional whose last registration was held outside Northern Ireland may not be registered with a Club unless the Association has received an International Transfer Certificate (ITC) issued by the National Association which the player wishes to leave
- b. A player shall not, under any circumstances, be authorised to play in official matches for his new Club until an ITC has been received by the Association
- c. Only the Irish Football Association is entitled to request an ITC to enable a player to be registered in Northern Ireland
- d. The ITC may not be made subject to any conditions. In particular, the validity of an ITC shall not be restricted to a certain period and any clauses to this effect appended to the certificate shall be considered null and void
- e. The loan of a professional player by one Club in one national association to another Club in another national association is dealt with administratively like a transfer. An ITC shall therefore be issued:
 - i. Whenever a player leaves a national association to join another national association to which he has been released on loan
 - ii. Whenever, on expiry of the period of loan, a player rejoins the national association of the Club which released him on loan
- f. In the case of professional players instructions must be entered on to FIFA Transfer Matching System (TMS) by the club/s involved in accordance with FIFA TMS guidelines.
- g. The registering association is obliged to provide the club with which the player is registered with a player passport containing the relevant details of the player. The player passport shall indicate the club(s) with which the player has been registered since the season of his 12th birthday. If a birthday falls between seasons, the player passport shall indicate the club with which he was registered during the season following his birthday.

10.0 Loan of Professional Players

- a. A professional player may be loaned to another club on the basis of a written agreement between him and the clubs concerned (temporary transfer (loan) of Standard Professional Contract). Any such loan is subject to the same rules as

apply to the transfer of players, including the provisions on training compensation and the solidarity mechanism.

- b. The loan of amateur players is not permitted.
- c. All loans shall be subject to the following terms and conditions:
 - i. The minimum loan period shall be the time between two registration periods (subject to Article 5.3 of the FIFA Regulations).
 - ii. A player's loan period must not exceed the period of the player's registration with his parent club.
 - iii. Upon the expiry of the loan period the player shall automatically return to his parent club.
 - iv. A player whose registration is temporarily transferred shall be permitted to play only for the borrowing club during the period of such transfer and shall not be permitted to play in matches against the parent club.
 - v. The loaning club shall be permitted to recall a player temporarily transferred to another club at any time during an official registration period and in such circumstances a cancellation of the loan agreement shall be attested by both clubs and the player concerned. The club that has accepted a player on a loan basis is not entitled to transfer him to a third club without the written authorisation of the club that released the player on loan and the player concerned.

11.0 Cancellation of a Registration

Professional

- a. A professional registration may be cancelled at any time by mutual consent on the submission of the official cancellation form to the Irish Football Association.

Amateur

- b. Cancellation Forms may only be used to cancel an amateur player's registration where he/she is moving to another national association.
- c. For the avoidance of doubt the submission of a Cancellation Form followed by the submission of a Registration Form for an amateur player will not be accepted.

12.0 Right of Approach

A club intending to conclude a contract with a player who is at present under written contract with another club is obliged to inform the club and the player in writing before commencing negotiations with either of them.

The player shall only be free to conclude a contract with another club if his contract with his present club has expired or will expire within six months.

All correspondence in this regard must be sent by special delivery post to the player, the club and the IFA.

13.0 Protection of Minors

- a. International transfers of players are only permitted if the player is over the age of 18.
- b. The following three exceptions to this rule apply:
 - i. The player's parents move to the country in which the new club is located for reasons not linked to football.
 - ii. The transfer takes place within the territory of the European Union (EU) or the European Economic Area (EEA) and the player is aged between 16 and 18. In this case, the new club must fulfil the following minimum obligations.
 - It shall provide the player with an adequate football education and/or training in line with the highest national standards.
 - It shall guarantee the player an academic and/or school and/or vocational education and/or training, in addition to his football education and/or training, which will allow the player to pursue a career other than football should he cease playing professional football.
 - It shall make all necessary arrangements to ensure that the player is looked after in the best possible way (optimum living standards with a host family or in club accommodation, appointment of a mentor at the club, etc.).
 - It shall, on registration of such a player, provide the relevant association with proof that it is complying with the aforementioned obligations.
 - iii. The player lives no further than 50km from a national border and the club with which the player wishes to be registered in the neighbouring association is also within 50km of that border. The maximum distance between the player's domicile and the club's headquarters shall be

100km. In such cases, the player must continue to live at home and the two associations concerned must give their explicit consent.

- c. The conditions of this article shall also apply to any player who has never previously been registered with a club and is not a national of the country in which he wishes to be registered for the first time.
- d. Every international transfer according to paragraph ii) and the first registration according to paragraph iii) is subject to the approval of the sub-committee appointed by the FIFA Players' Status Committee for that purpose. The application for approval shall be submitted by the association that wishes to register the player. The former association shall be given the opportunity to submit its position. The sub-committee's approval shall be obtained prior to any request from an association for an International Transfer Certificate and/or first registration. Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code. In addition to the association that failed to apply to the sub-committee, sanctions may also be imposed on the former association for issuing the International Transfer Certificate without the approval of the sub-committee, as well as on the clubs that reached an agreement for the transfer of a minor.
- e. The procedures for applying to the sub-committee for a first registration and an international transfer of a minor are contained in Annexe 2 of the FIFA regulations on the Status and Transfer of Players.

14.0 Transfer Disputes

- a. Where a club has not consented to a transfer of an amateur player within 7 days the club wishing to transfer the player may request, in writing, the League (if both clubs are in membership of the same League) or the IFA Player Registration Sub Committee (if both clubs are in membership of different Leagues) to resolve the matter. All registration disputes will be dealt with on a case by case basis. Any club who refuses to consent to the registration of an amateur player within 7 days, without just cause, shall be fined a sum of £100.
- b. In the event of any transfer dispute being officially reported to the Association less than 7 days before the expiry of a registration period the Player Registration Sub Committee shall have discretionary powers on a case by case basis to approve a registration provided that such dispute has been lodged with the Association not less than 48 hours before the expiry of the relevant registration period.

15.0 Domestic Training and Development Compensation Regulations

- a. A player's training and education takes place between the ages of 12 and 23. Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21.
- b. Domestic Training and Development Compensation shall only be paid when a player moves between clubs in membership of the Irish Football Association.
- c. Training compensation is due when:
 - i. a player is registered for the first time as a professional; or
 - ii. a professional is transferred between clubsbefore the end of the season of his 23rd birthday.
- d. Compensation will only be claimable from the start of the season of the players 12th birthday up to the end of the season of the players 21st birthday.

Training compensation shall be payable until the end of the season of the player's 23rd birthday.

- e. In order for compensation to be due the player must be registered as a professional player with the new club, regardless of his status with the former club.

Categorisation

Under the FIFA Regulations on the Status and Transfer of Players, Senior Football in Northern Ireland holds Category 3 Status with all other levels below Senior Football being assigned Category 4 status. Training Compensation is not due if a player is transferred to a category 4 club.

There are 3 categories in Northern Ireland

- i. Senior Football
- ii. Intermediate Football
- iii. Junior / Youth Football

The compensation payable for the above categories is as follows:

Category 1 - £1500
Category 2 - £1000
Category 3 - £500

The above categorisation applies to the club who are claiming compensation not the player's new club.

- f. More information in respect of the application of the Domestic Training and Development Compensation regulations are provided in Annex 1.

16.0 Player Registrations Sub Committee

A Sub Committee consisting of seven representatives of the Football Committee will meet as required to deal with the following:

- Registration disputes
 - Transfer dispute involving an amateur player
 - Contract disputes between a professional player and his club
 - Priority of Registration Disputes
- Review and monitor implementation of regulations
- Impose sanctions on leagues for non-compliance

17.0 Leagues retain the Right

Leagues retain the right to determine the criteria for the eligibility of players playing for clubs within their league and to impose sanctions where appropriate in accordance with their rules but must comply with the FIFA Regulations as adopted by the IFA.

ANNEX 1

Application of the Domestic Training and Development Regulations

All decisions relating to domestic training compensation are to be made by the IFA Football Committee.

The training compensation payable is calculated by taking the training cost categorisation multiplied by the number of years of training from the season of the player's 12th birthday to the season of his 21st birthday.

The claimant club must effectively demonstrate this fact by adhering to the principles and procedures below:

Only full seasons where the player has been registered with the claimant club can be counted. Where two or more clubs can demonstrate bone fide registration of a player for the same season or seasons, then the Football Committee, at its discretion, may distribute any compensation payment between such clubs for the claimable season or seasons.

If a player is registered with an NIFL Premiership Club and is therefore eligible for the First (Senior – Cat 1), Reserve (Intermediate – Cat 2) and Youth (Junior/Youth – Cat 3) teams, the Football Committee will decide how the player should be categorised for any given season(s). It is entirely the responsibility of the claimant club to evidence and demonstrate the applicable category of the *'training, education and development'* of the player for any claimable season in these circumstances.

All previous, affiliated, clubs (from the season of the players 12th birthday) are eligible to lodge a claim for compensation ONLY when the player FIRST registers as a professional.

In the event of subsequent transfers of the professional before the end of the season of the player's 23rd birthday (where the player is registered as a professional with the new club) compensation is ONLY due to the player's previous club. If the former club does not offer the professional player a contract, no training compensation is payable. The former club must offer the professional player a contract in writing via Special Delivery post at least 30 days before the expiry of his current contract. Such an offer shall furthermore be at least of an equivalent value to the current contract.

The only exception to this principle is in respect of pre-contract agreements. Where a professional player has signed a pre-contract agreement at least 30 days prior to the end of his current contract, his former club will retain their right to compensation without having to offer a contract in writing via Special Delivery post at least 30 days before the expiry of his current contract.

Any right to training compensation shall only be triggered with the activation of the professional contract with the new club, not the signing of the pre-contract agreement and remains subject to the claim being lodged in accordance with the provisions of these regulations.

For the avoidance of doubt, where a club is no longer interested in the services of one of its professional players and does not seek to renew his contract, that club is deemed to have written off the investment made for his training and the player is free to move to another club without any compensation being payable.

When a player moves for a transfer fee during his existing registration no training compensation shall be paid. Instead the club losing the player should receive a transfer fee that should be equal to or greater than the amount set out in the training compensation scale above.

Training compensation is not due if a professional reacquires amateur status on being transferred. However, if a player re-registers as a professional within 30 months of being reinstated as an amateur, training compensation will then be payable if applicable as per these regulations.

For the purposes of these regulations, the end of the football season is deemed to be 31 May.

Clubs claiming compensation have a maximum of one year from the player's date of professional registration with the new club to lodge its claim to the IFA. Any such claim must:

- Be lodged within the applicable timeframe (within one year from the player's date of professional registration with the new club) by Special Delivery Letter.
- Clearly identify the season(s) for which the claim is being lodged (e.g. 2005-06).
- Clearly identify the club(s) from which compensation is being claimed.
- All evidence which is to be relied upon to support the claim must accompany the letter of claim within the Special Delivery envelope (including registration documentation, dated press clippings and photographs etc.)
- Clubs have one opportunity only to lodge a claim in respect of any given player (no additional / supplementary evidence, documents or contentions may be made or lodged beyond the original submission envelope). The only exception to this principle is where specific clarification is subsequently requested by the Football Committee to aid its decision making.

It is entirely the responsibility of the club claiming compensation to provide the necessary evidence (documentary or otherwise) to support its claim. In this respect the burden of proof rests solely with the claimant club.

All compensation monies due must be paid within 90 days of a decision being given by the IFA Football Committee.

The FIFA Solidarity Mechanism principles are not applicable for transfers between clubs belonging to the IFA.

Matters not provided for in these guidelines shall be decided upon by the IFA Football Committee.

NOTES:

CLAIMS FOR TRAINING AND DEVELOPMENT COMPENSATION AND/OR SOLIDARITY PAYMENTS MAY **ONLY** BE LODGED BY CLUBS AFFILIATED TO THE IRISH FOOTBALL ASSOCIATION AND THE NORTHERN IRELAND BOYS FOOTBALL ASSOCIATION.

FOR SEASON 2013-14 AND ONWARDS, **ONLY** PLAYER REGISTRATIONS LODGED AND ADMINISTERED VIA THE IFA PLAYER REGISTRATION CENTRAL DATABASE WILL BE ACCEPTED AS DOCUMENTARY EVIDENCE TO CONFIRM A PLAYER'S REGISTRATION AND PLAYING HISTORY VIA THE 'PLAYER PASSPORT'.

WHERE CLUBS SEEK COMPENSATION FOR SEASONS PRIOR TO SEASON 2013-14, THE IFA FOOTBALL COMMITTEE WILL CONTINUE, ON A CASE BY CASE BASIS, TO EXAMINE ADDITIONAL INFORMATION WHICH MAY INCLUDE, AMONG OTHER THINGS, PLAYER REGISTRATION DOCUMENTATION FROM RELEVANT LEAGUES/BODIES, LETTERS OF SUPPORT FROM LEAGUES, DATED MEDIA ARTICLES, PLAYER ID CARDS AND SUBSTANTIATED PHOTOGRAPHICAL EVIDENCE ETC.